

Candidate Number:
Seat No.:

Section II

Essay Questions

The HKIA/ARB Professional Assessment 2015

Paper 2

Building Contracts & Professional Practice, Professional Conduct & Conditions of Agreement and Scale of Charges

17 November 2015

9:00 am – 1:00 pm (4 hours, whole paper)

Venue

Rotunda 2, 3/F

Kowloonbay International Trade & Exhibition Centre (KITEC)

Kowloon Bay

Section II (45 marks):

Essay Questions (pages 1 – 4)

A total of 3 questions are to be answered.

Part A Compulsory Question, answer Question 1 (15 marks).

Part B Answer 2 questions out of 3 (Questions 2, 3 & 4) (15 marks each).

Recommended time : 1 hour 45 minutes

Notes:

1. **It is recommended that you should spend 1 hour 45 minutes on this Section.** All answer books and question papers will be collected at the end of the entire 4-hour duration for this Paper. Please place your answer books and question papers in the **top right corner** of your desk for collection.
2. Three answer books are provided. Use **blue/black ink or ball pen** to write your answers.
3. Use a **separate** answer book for each question and record the relevant question number on the answer book cover.
4. Remember to enter your candidate number and room/seat number on the answer book cover and question paper. **DO NOT** write your name on the answer books.

Paper 2 Section II – Essay Questions (Compulsory Question – 15 marks)

PART A: Question 1

1a. CONDITIONS OF ENGAGEMENT (5 marks)

An Architect is commissioned to provide normal services for a project. The Architect's fee is charged on a percentage basis. The Client decides to suspend the project after the submission of general building plans. Explain the extent of the Client's commitment regarding the fee payable to the Architect.

1b. CODE OF PROFESSIONAL CONDUCT (5 marks)

Answer the following question using not more than 150 words.

In seeking to promote your firm's profile to potential clients through the media, how would you reconcile the method and substance of your presentation with adherence to the HKIA 'Code of Professional Conduct' and 'HKIA Guidelines on Dissemination of Information and Promotion of Professional Services' and what are the pitfalls to avoid?

1c. CORRUPTION PREVENTION (5 marks)

Mr. X, an architect of an architectural consultancy firm, is responsible for preparing the tender documents for a residential development project. His brother-in-law, Mr. Y has just obtained the sole agency right of a new brand of bath tub. To gain more business, Mr. Y asked if Mr. X could specify in the tender documents the requirement of using the bath tub of which he was the sole agent. Mr. Y offered to renovate Mr. X's house for free if he agreed to the deal. Mr. X agreed subsequently.

- (i) Briefly point out who will breach the Prevention of Bribery Ordinance (4 marks) in the above scenario. Please briefly explain your answer by applying the four major elements of a bribery offence according to the Prevention of Bribery Ordinance to support your answer.
- (ii) If Mr. X only assisted Mr. Y by specifying the brand of bath tub in the tender documents without accepting Mr. Y's offer of free renovation, what ethical issues will Mr. X be involved in? (1 mark)

Part B: Select TWO questions out of THREE (Questions 2, 3 & 4) – 30 marks

PART B: Question 2 CONTRACT ADMINISTRATION (15 marks)

- 2a. Explain the function of each of the following types of drawings (8 marks)
- (a) BQ Drawings
 - (b) Tender Drawings
 - (c) Contract Drawings

- 2b. You have sent a set of drawings to the Quantity Surveyor for their preparation of Schedule of Quantities and Rates for a school building using specification and drawings as the contract basis. The door marks on the general plans show that there are 155 no. of doors but the door schedule shows that there are 185 no. of doors. The QS in his query asks whether they should follow the door schedule and the answer is “Yes”. Subsequently, in the contract drawings, the door schedule has been revised to show 155 no. of doors which is in line with the general plans. However, in the Schedule of Quantities and Rates in the signed contract, the reference quantity is still showing that there are 185 no. of doors priced by the contractor at \$10,000 each = \$1,850,000. (4 marks)

Explain, with reasons, whether the \$1,850,000 shall be paid by the Employer in full.

- 2c. If this case happens in a contract with Bills of Quantities as basis, would there be any difference? Explain your answer. (3 marks)

PART B: Question 3 EXTENSION OF TIME (EOT) (15 marks)

You are the Architect of a School Extension project for the construction of a new assembly hall with the Completion Date set in late August. During the preparation of the tender documents, the Employer requested you to delete all clauses under the Conditions of Contract related to “Extension of Time” (EOT).

- 3a. Explain the rationale of the EOT clauses under the Conditions of Contract. (5 marks)
- 3b. What would be the implications to delete all the clauses under the Conditions of Contract related to EOT? (4 marks)

Immediately after commencement of work and during site mobilization, a rainfall of 21mm in a twenty-four period (midnight to midnight) was recorded by the Hong Kong Observatory station nearest to the Site.

- 3c. What is your action if all the clauses under the Conditions of Contract related to EOT were deleted? (3 marks)
- 3d. What is your action if all the clauses under the Conditions of Contract related to EOT were not deleted? (3 marks)

PART B: Question 4 ARCHITECT'S INSTRUCTION (15 marks)

Your client is very concerned about cost control and he has requested you to seek his endorsement before you, as the Architect, issue any variation to the contractor. You have been sending him draft copy of Architect's Instruction forms and drawings, together with reason and cost implication advised by Quantity Surveyor.

- 4a. Explain what Architect's Instruction is and what Variation is. Highlight their relationship and differences. (5 marks)
- 4b. The contractor has identified a number of discrepancies in the drawings and has urgently requested you to issue an Architect's Instruction with revised set of construction drawings as variation. Before client's endorsement and formal issuance of Architect's Instruction to the contractor, how would you clarify construction to the contractor? (3 marks)
- 4c. Now the client suspected that the variation is due to drawing discrepancies, which in turn was due to lack of co-ordination during the detailed design stage. He was upset and requested that the Architect has to be responsible for the variation. Write an advisory letter to him explaining the facts, issues and justifications that the Architect should not be blamed for the above. You can quote hypothetical drawing discrepancies, examples and reasons in the letter, as well as cost and time implications. (7 marks)

END OF PAPER