

Candidate Number:

Seat No.:

Section II

Essay Questions

The HKIA/ARB Professional Assessment 2016

Paper 2

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

22 November 2016

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

Venue

Rotunda 3, 6/F

Kowloonbay International Trade & Exhibition Centre (KITEC)

Kowloon Bay

Section II (45 marks):

Essay Questions (pages 1 – 5)

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).

Time recommended: 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 covers of your answer books and question book. **DO NOT** write your name on the answer books.

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

PART A: Question 1

1a. (5 marks)

Architect X is commissioned to provide Architectural Consultancy Services for a Building Project. The Client decides to suspend the project after the approval of General Building Plan.

Does the Client have the right to terminate the contract with Architect X? (1 mark)

Explain the extent of the Client's commitment in regard to

- (i) work stages; (1 mark)
- (ii) fee payable. (1 mark)

Please also list out the rights of Architect X and the Client under the *HKIA Agreement Between Client and Architect & Scale of Professional Charges*. (2 marks)

1b. (5 marks)

The editor of a journal has asked you to write an in-depth review of a recently completed building, based on architectural theory, performance and research. You know that a critique of this nature can never be completely detached from personal points of view. Would you take up the task and how would you handle it in the accordance to spirit of the *HKIA Code of Professional Conduct*?

1c. (5 marks)

William, an architect of a consultancy firm, is responsible for supervising a building project of a residential site. Sam, his brother-in-law, is one of the sub-contractors of the project responsible for window installation of the building. Due to labour shortage, the installation work lags behind the schedule. To catch up with the progress, Sam asked if William could extend the deadline for three weeks and make advance payment to him so that he could hire extra workers to complete the job. William acceded to Sam's request in consideration of their relationship. As a token of thanks, Sam offered to install high quality windows free of charge for William's own flat.

- (i) Will Sam and William breach the Prevention of Bribery Ordinance in the above scenario? Please explain your answer by applying the major elements of a bribery offence to the scenario according to the Prevention of Bribery Ordinance. (3 marks)

- (ii) What ethical issue will William be involved in if he assisted Sam in extending the deadline and making advance payment without accepting any advantage? What possible consequences will William be facing? (2 marks)

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

PART B: Question 2 (15 marks)

You are the project Architect of a 3-storey low-rise retail development of about 3,000m² at a suburban area of Hong Kong. The retail development will be mostly for restaurants and shops. The foundation works had been awarded as a separate package and is under construction at the moment. It will be completed in four months' time.

The client is very anxious to have the Main Contract works commenced right after the completion of the foundation works so that the whole development can be open for business as soon as possible.

You have already obtained the GBP approval for this project. The architectural layout drawings and curtain wall drawings are under revision due to design changes requested by the Client. The structural engineer and the building services engineer have developed a set of schematic drawings based on your previous set of approved GBP and architectural drawings. The client wishes to award all the Main Contract works including the curtain wall and all building services installations in one single package to the Main Contractor due to the small size of the project.

As this set of tender drawings comprising the approved plans, architectural, structural and building services drawings are uncoordinated, it is full of discrepancies and lack of detail construction requirement. The client suggests that the Contract shall be based on Drawings and Specifications with Schedule of Rates to be submitted by the tenderers so as to resolve the problem.

- (i) Please advise the client of your thoughts on whether this suggestion will lead to a successful completion of the project
- during Pre-contract Stage, and (3 marks)
 - during Construction Stage (5 marks)
- in regard of cost and time control.
- (ii) Please suggest two alternative contractual arrangements or strategies with reason(s) so that they can be considered by the client. (7 marks)

PART B: Question 3 (15 marks)

You are the Architect of a School Extension project for the construction of a new Assembly Hall with the Completion Date set on 31st August 2016. The School Principal is of particular concern that any delay to its completion would jeopardize the school year programme:-

- (i) Please explain to him the provisions (what), rationale (why) (8 marks) and mechanism (how) in dealing with delay under the Conditions of Standard Form of Contract.

The Contract is awarded to ABC Ltd. The contract commencement date is on 1 July 2015 with a contract period of 365 calendar days. Three months before completion, the Main Structure and the roof were completed and the waterproofing work is ready to commence. A donor approached the School to donate \$10M but requested to install an external signage with his name on it at the roof of the Assembly Hall. The School Principal requested you to change the design; and instruct the Contractor, ABC Ltd., to install the signage.

- (ii) What is your advice, for the implication to the original (5 marks) Contract due to the new signage installation works, to the School Principle before instructing the Contractor to install the signage? Is there any alternative procurement method?

Architect's Instruction to install the signage was issued and Notifications of Delay was issued by the Contractor. On 8 Jan 2017, the Contractor supplement the claim for Extension of Time of 90 calendar days. After your assessment on the Extension of Time application, it is found that 60 calendar days are valid.

- (iii) Please draft a reply to ABC Ltd. for formal assessment of (2 marks) Extension of Time due to the new signage installation works.

PART B: Question 4 (15 marks)

The scope of an A&A project of a school building is to construct a “green roof” on top of the existing transformer room. The “green roof” is a proprietary system consisting of turf on 40mm light-weight soil, which sets on a light-weight water filter layer fixed onto the existing roof screed. As part of this “green roof”, there is a proprietary “drip-line” irrigation system, to be connected to the existing portable water point. The supplier has indicated to you that they have done various similar projects in Hong Kong.

You have drawn the design intent drawings and specified that the “green roof” works as a “design and build” item under the Contract.

Prior to the submission of the drip-line irrigation system materials and shop drawings, the contractor raised through a site query whether a 750L break-tank is required so the captioned system is separated from the water main. Your E&M Consultant replied that this tank is not required. Subsequently, the contractor’s plumbing submission to WSD is rejected.

- (i) Explain what Design and Built item is. What is the advantage? (4 marks)
- (ii) Explain to your Client, include:
 - Discuss who would be responsible for the rejection of WSD on the drip line system, and why. (2 marks)
 - Suggest a possible solution, and the way forward to achieve the completion of the project. (5 marks)
- (iii) In order to avoid dispute, please suggest another alternative contract arrangement for the Green Roof construction. Explain how it can minimize dispute. (4 marks)

END OF PAPER