

Sample Questions for Paper 2 Building Contracts, Professional Practice, Professional Conduct, Conditions of Agreement & Scale of Charges

In all cases, the term “Building Contract” shall mean the “Agreement and Schedule of Conditions of Building Contract (With Quantities) (2005 edition) and (Without Quantities) (2006 edition)” and “Standard Form of Building Contract” unless stated otherwise.

1. The Architect's duty as agent of the Employer commences when he
- A. is instructed to invite tenders on behalf of the Employer.
 - B. is instructed to assume a supervising role empowered under the Conditions of Contract.
 - C. enters into agreement with the Employer and proceeds to the feasibility stage of the works.
 - D. proceeds to general building plan preparation and submits them to the Buildings Department.

Ans. : A

2. Which of the following acts by an HKIA member is considered in breach of the Code of Professional Conduct?
- A. Working as in-house Architect for a developer and preparing design sketches for him.
 - B. Disclosing information of an on-going project to a building journal without prior consent of the Client.
 - C. Submitting an office brochure with perspectives and designs of completed projects to potential clients.
 - D. Inquiring about the fee scale of another Architect quoting for the same project before submitting his own fee proposal.

Ans. : D

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3. A Client intends to appoint you as Architect for a project, of which the foundation system has been completed under the supervision of another Architect. Which of the following action(s) should you take prior to your acceptance of the appointment?
- (1) Notify the other Architect in writing.
 - (2) Obtain the other Architect's permission for the use of the foundation design in the remaining part of the project.
 - (3) Ensure that the Client has settled all fees for the services given by the previous Architect.
 - (4) Request the other Architect to confirm in writing that he consents to your taking up the project.
- A. (1) only
 - B. (1) and (2) only
 - C. (2) and (4) only
 - D. (1), (2), (3) and (4)

Ans. : B

4. If a date for completion of the Works is set out in the Appendix but time for completion of the Contract is "set at large" by a delaying event, the date for completion will be
- A. a reasonable time.
 - B. the date for completion included in the Appendix.
 - C. a date fixed by the Employer after consideration of all events.
 - D. the date for completion included in the Appendix plus any extension of time granted by the Architect for the delaying event.

Ans. : A

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5. When assessing a claim for an extension of time, the Architect is obliged to
- (1) follow any instruction or opinion provided by the Employer.
 - (2) disregard the views of the Employer and Contractor.
 - (3) act fairly and independently between the Employer and Contractor.
 - (4) follow the reasoning submitted by the Contractor only.
- A. (1) and (3) only
B. (2) and (3) only
C. (2) and (4) only
D. (3) and (4) only

Ans. : B

6. If the Architect properly issues a Certificate of Delay under Clause 24 (Damages for non-completion) but subsequently grants an extension of time to the Contractor, the Certificate that he has issued
- A. remains effective.
 - B. is automatically cancelled.
 - C. remains effective for a reasonable time.
 - D. is cancelled only if and when a new certificate is issued.

Ans. : B

7. Which of the following shall form part of a Building Contract?
- (1) Letter of award
 - (2) Technical specification
 - (3) Master programme submitted during the tender
 - (4) Method statement submitted during the tender
- A. (1) only
B. (2) and (3) only
C. (1) and (2) only
D. (1), (2), (3) and (4)

Ans. : C

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8. Which of the following Architect's Instructions to the Contractor is **not** empowered by the Conditions in the Standard Form of Building Contract?
- A. Instructing additional works after Substantial Completion.
 - B. Postponing the carrying out of some portion of the works.
 - C. Rescheduling of works sequence to suit the Employer's sales campaign.
 - D. Removing a domestic sub-contractor employed by the Main Contractor for the works.

Ans. : C

9. If a minor arithmetical error is found in the lowest returned tender, which of the following statements is **correct**?
- A. The tenderer shall be allowed to correct the error.
 - B. There is no need to inform the tenderer that he has made an error in the tender.
 - C. The tenderer must be informed about the error and requested to abide by the tender sum.
 - D. All the other tenderers shall be informed about the error made by the lowest tenderer and ask them to review if there is any error in their tenders.

Ans. : B

10. During a routine site inspection, the Architect suspects one of the construction elements is not constructed in accordance with Contract requirement. Which of the following is **not** empowered by the Contract?
- A. Issue an Architect's Instruction to remove the work from the site.
 - B. Issue instruction to open up the work for inspection and tests.
 - C. Call in independent parties for testing and seek remedial proposal from Contractor.
 - D. Advise Employer to terminate the Contract with the Contractor and engage another Contractor to finish the project.

Ans. : D

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11. Under which of the following situations is the Main Contractor not entitled to an Extension of Time under the Contract?
- A. Site Possession date was postponed by 1 week.
 - B. A group of villagers blocked off the site access for two weeks, claiming that the Works affected the “fung shui” of their village.
 - C. Construction works was suspended by one month due to problems with the Contractor’s department for concreting work.
 - D. Black Rainstorm Signal was on for two days during the concreting stage of the works.

Ans. : C

12. Under Clause 41 (Settlement of Disputes), Mediation is
- A. mandatory.
 - B. to be followed if the Architect instructs a Mediation.
 - C. an option open to the parties if either party gives notice requesting Mediation.
 - D. an option open to the parties only if the Employer gives notice requesting Mediation.

Ans. : C

13. Tender documents for a “design and build” Contract shall consist of
- (1) Specifications.
 - (2) Performance Requirements.
 - (3) Bills of Quantities.
 - (4) Tender drawings.
- A. (2) only
 - B. (1) and (3) only
 - C. (1), (2) and (4) only
 - D. (1), (2), (3) and (4)

Ans. : C

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14. The Contract Conditions **cannot** be altered except by
- A. instructions issued by the Architect.
 - B. the Employer unilaterally serving a written notice to the Contractor.
 - C. a mutual agreement between the Employer and the Contractor through the signing of a supplementary agreement.
 - D. an Arbitrator appointed jointly by the Employer and the Contractor.

Ans. : C

15. Upon issuing the Final Certificate, which of the following will take effect?

- (1) The Contractor is no longer liable for any defects.
 - (2) The Contractor is still liable for defects under warranty.
 - (3) The Extension of Time application has been concluded.
 - (4) The additional payment for direct loss and/or expense has been settled.
- A. (1) and (2) only
 - B. (3) and (4) only
 - C. (1), (3) and (4) only
 - D. (2), (3) and (4) only

Ans. : D

16. The total construction cost on which the percentage fees are based shall exclude

- A. work done by specialist sub-contractors.
- B. work carried out under separate building contract but designed by a consultant whose input the Architect is responsible for coordinating.
- C. materials supplied directly by the Client.
- D. specialist sub-contractor's design fee.

Ans. : D

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17. Which of the following can be regarded as negligence of the Architect in providing service?
- (1) Failure to supply timely information to the Contractor, giving rise to claim by the Contractor against the Client.
 - (2) Failure to supervise the Contractor to ensure the completion of the Works within the Contract Period.
 - (3) Failure to detect defective works during construction and before issue of Final Certificate.
 - (4) Failure to identify discrepancies on shop drawings submitted by a specialist subcontractor leading to substandard performance and damages.
- A. (1) and (2) only
 - B. (1) and (3) only
 - C. (3) and (4) only
 - D. (2) and (4) only

Ans. : B

18. The use of a limited company to enter into service agreements with Clients will relieve the Architect from
- A. third-party liability under the Law of Tort.
 - B. professional liability pursuable as disciplinary offence.
 - C. statutory liability under the Buildings Ordinance.
 - D. personal contractual liability to Clients.

Ans. : D

19. The Architect has rendered services up to Stage 'D' (Design Stage) under the HKIA Agreement Between Client & Architect, and intends to terminate his engagement. Which of the following is specifically prescribed?
- A. The Architect has to give the Employer a reasonable notice stating the cause of termination.
 - B. The Employer is entitled to use the drawings to complete the work provided the outstanding fee has been settled.
 - C. Upon settlement of outstanding fee to the Architect, the copyright of the design shall be assigned to the Employer.
 - D. Correspondence and other documents exchanged between the Architect and Statutory Authorities in connection with the approval of plans remain as property of the Architect.

Ans. : B

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20. Which of the following is considered *not* in breach of the HKIA Code of Professional Conduct on the part of the Architect?
- A. To exclude his contractual liability for consequential loss in his engagement with Client.
 - B. To sub-contract part of the design works to another Architect who has better expertise in a particular building type without prior consent from Client.
 - C. To provide an alternative design to demonstrate merit over another Architect's design in an attempt to get the job.
 - D. To tender for the Building Contract of which he has been engaged as Architect.

Ans. : A

21. Your scope of services in a residential project requires you to design the interior of the clubhouse, for which you have appointed an interior designer to be your sub-consultant. You are required to
- A. ensure that the conditions of engagement with the interior designer's appointment is in accordance with the HKIA Standard Agreement.
 - B. furnish the HKIA with details of the appointment if the conditions of appointment differ from those of the HKIA Agreement between Client and Architect and Scale of Professional Charges.
 - C. seek the Client's prior agreement to this sub-commissioning arrangement.
 - D. do nothing as the interior sub-consultant is contractually responsible to you only.

Ans. : C

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22. The Contractor can make objection to the nomination of a sub-contract if
- (1) the sub-contractor has a poor safety record.
 - (2) there are reasonable grounds for believing that the sub-contractor is in financial problem.
 - (3) there are reasonable grounds for believing that the tender sum is not financially viable.
 - (4) the programme for carrying out the sub-contract works is unreasonable.
- A. None of the above
 - B. (1) only
 - C. (1), (2) and (3) only
 - D. (1), (2), (3) and (4)

Ans. : D

23. If the Employer is responsible for a delay to the completion of the Works and the Contractor is, in principle, entitled to an Extension of Time, can the Architect instruct the Contractor to adopt delay recovery measures?
- A. There is an implied term in the Contract permitting the Architect to instruct the Contractor to do so.
 - B. The Architect does not have the power to instruct the Contractor to do so.
 - C. The Architect has express power under the Contract to instruct the Contractor to do so.
 - D. The Employer may directly instruct the Contractor to do so without going through the Architect.

Ans. : C

24. If liquidated damages supported by a Certificate of Delay to the Completion of the Works may be deducted, the decision whether to deduct such liquidated damages rests on
- A. the Architect.
 - B. the Employer.
 - C. the Quantity Surveyor.
 - D. any of the Architect, the Employer or the Quantity Surveyor.

Ans. : B

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25. As a matter of general principle, when assessing extension of time (EOT) the Architect
- A. must act in accordance with the views of the Employer as he is the agent of the Employer and paid by him.
 - B. should preferably follow the views of the Employer, as far as possible.
 - C. shall act independently exercising his professional judgement.
 - D. must discuss the Contractor's views with the Employer on a regular basis and then negotiate an appropriate EOT with the Contractor.

Ans. : C

26. The Architect grants an EOT to the Contractor after issuing a Certificate of Non-completion under Clause 24.1.1. Therefore, the Certificate
- A. still remains valid.
 - B. will be cancelled only if and when a new certificate is issued.
 - C. remains effective until the date of the next Interim Payment Certificate when it is automatically cancelled.
 - D. is automatically cancelled.

Ans. : D

27. The liquidated damages set out in the Appendix to the Contract should be
- A. within 10% of the actual damages or loss the Employer is likely to suffer.
 - B. a provisional figure which the Architect can adjust when the actual loss suffered by the Employer can be determined.
 - C. a genuine pre-estimate of the loss likely to be suffered by the Employer.
 - D. the same as the Employer's anticipated loss.

Ans. : C

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28. If the Architect values a variation at HK\$400,000 which is then paid but in a subsequent arbitration the Arbitrator awards a higher figure in respect of the variation (HK\$500,000), the Arbitrator
- A. cannot award interest on the additional HK\$100,000.
 - B. can award interest on the additional HK\$100,000 but calculated only from the Date of Notice of Arbitration.
 - C. can award interest from a date he considers appropriate.
 - D. can award interest but this must be from the date of the first application for payment of the variation.

Ans. : C

29. Under which of the following circumstances can the Architect serve notice to initiate the determination of the Contractor? The Contractor
- (1) suspended all site activities after Substantial Completion.
 - (2) sub-let a large portion of the Works to another Contractor without prior written consent from the Architect.
 - (3) failed to act on the Architect's Instruction for opening up for inspection of suspected defective works.
 - (4) entered into voluntary liquidation.
- A. (1) and (2) only
 - B. (2) and (3) only
 - C. (2) and (4) only
 - D. (3) and (4) only

Ans. : C

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30. The remeasurement of provisional quantities in the bills of quantities shall be based on
- A. the first set of construction drawings.
 - B. the latest drawings issued by the Architect.
 - C. the as-built drawings.
 - D. actual work constructed on site.

Ans. : B