

Candidate Number:  
Seat Number:

## Section II

Essay Questions

### The HKIA/ARB Professional Assessment 2020

#### Paper 2

#### Building Contracts, Professional Practice, Professional Conduct & Conditions of Agreement

17 November 2020

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 – 5)

A total of *three* questions are to be answered.

Question 1 is compulsory (15 marks).

Answer *two* out of Questions 2, 3 and 4 (15 marks each).

**Time recommended for this section : 1 hour 45 minutes**

#### Notes:

1. The answer scripts will only be collected at the end of the whole paper. Please place them in the **top right-hand corner** of your desk for collection.
2. Three answer books are provided. You should use a **blue/black** ink pen, a felt pen or a ball pen to write your answers.
3. Please use a **separate** answer book for **each essay question** with mark the relevant question number on the cover of the answer book. For essay question number 1, please answer **each part** on a **separate** answer book.
4. Remember to write your **candidate number and room/seat number** on the answer books, including all the appendices forming parts of your answers, and also on the question paper.  
**DO NOT** write your name on the answer books.

## PAPER 2 SECTION II – ESSAY QUESTIONS

### PART A : Question 1 (Compulsory Question – 15 marks)

#### Question 1a (5 marks)

A potential client approaches you to submit a fee proposal for a residential development comprising 3 domestic towers over a clubhouse podium.

- (i) Briefly explain how you would charge for remuneration of architectural consultancy services. (3 marks)
- (ii) After submission of your fee proposal, the Client thinks that your quoted fee is too expensive and asks for a reduction. What are some possible factors under the provisions of the HKIA Standard Form of Agreement that you would consider to respond to his request? (2 marks)

#### Question 1b (5 marks)

The managing director of your firm wishes to downsize the team assigned to a project under your management, because he has agreed to further reduce the professional fee by 30% at the Client's request, and invites your opinion. You know that the scope of services is clearly stated in the signed agreement with the Client and any substantial reduction in human resources would compromise the professional standards of the services to be provided. (5 marks)

How would you advise the managing director, with reference to the relevant rules of the HKIA Code of Professional Conduct?

### Question 1c (5 marks)

An Architect of a consultancy firm recently undertook to oversee a large private housing project. Part of his duties was to assess various applications of claims from contractors and subcontractors. One of the contractors of the project was his university classmate. They maintained close ties after graduation and the Contractor often treated the Architect to lavish meals after their weekly horse-racing games. At one of their recent gatherings, the Contractor revealed to the Architect that his company was short of cash-flow and hinted that he had to use substandard materials to cut cost. The Contractor asked if the Architect could turn a blind eye to the matter and use his discretion to approve claims for an additional cost of around \$500,000 for contingencies. Otherwise, the project would not be able to be finished on time. In return, the Contractor would assist him in applying for a horse-racing membership.

- (i) Discuss whether or not the Contractor and the Architect may have committed the Prevention of Bribery Ordinance (POBO). (2 marks)
- (ii) What are the factors that the Architect should consider to minimize the chance of causing ethical dilemmas at work? (2 marks)
- (iii) If you were the Architect, what would you do? (1 mark)

**PART B : Answer TWO out of THREE questions (Questions 2, 3 & 4) – 30 marks**

**Question 2 (15 marks)**

You are the Project Architect of a 30-storey office building with 2 levels of basement. Project design stage is completed and your Client has confirmed to proceed to contract documentation stage.

- (a) Your Client asks you to advise the most appropriate procurement method of the following work packages. Please elaborate your rationale and advantages in adopting the suggested type of Contract:
- (i) Ground Investigation Works (2 marks)
  - (ii) Foundation, Excavation and Lateral Support Works (2 marks)
  - (iii) Superstructure Works (2 marks)
- (b) Curtain wall system will form a major part of the building façade. Your Client seeks your advice whether to adopt Direct Contract, Domestic Sub-Contract or Nominated Sub-contract for the curtain wall works.
- (i) Explain to your Client the difference between Direct Contract, Domestic Sub-Contract and Nominated Sub-Contract. Advise your Client which arrangement should be adopted, with elaboration of your reasons. (7 marks)
  - (ii) Subsequently, Nominated Sub-Contract is adopted. Advise under what circumstances the Main Contractor is entitled to object to this nomination under relevant provisions of the contract. (2 marks)

### Question 3 (15 marks)

You are the Architect for a redevelopment project which consists of a new primary school building. During the COVID-19 pandemic, factories in Mainland China were closed and it affected the delivery of window glass panels to the site. Because of such, the project experiences a delay of 2 months. The Contractor has submitted notices of delay under the Contract and further details for substantiation for his claim of extension of time.

Write an email to the School Principal, giving advice on the following:-

- (i) Discuss the factors that you will consider in assessing whether the Contractor's claim for extension of time is valid or not. (6 marks)
- (ii) Conclude your decision and state whether any contract details need to be adjusted or not. (3 marks)

After receiving your email, the Principal comments that the project must be completed on time so that the school can operate in September. There is no buffer between the original Completion Date and the school commencement date.

- (iii) Will your decision in (i) & (ii) above be affected by the Principal's comment? Is/are there any other alternative(s) under the Contract that you can advise the Principal to consider, to enable the school to commence on time? Discuss the pros and cons of any alternative(s) proposed. (6 marks)

#### Question 4 (15 marks)

You are the Architect of a school project in which a new annex building is to be constructed, with a 1000-seat lecture theatre. The seating layout and furniture of the theatre is a design-and-build work responsible by the Main Contractor. It is about 2 months before the Completion Date of the contract.

- (a) After installation of most of the seats at the lecture theatre, the Client inspects the site with the Clerk of Works and is dissatisfied with the sightline of the seats. He requests the contractors to stop the installation work immediately. The Clerk of Works informs you of the incident after the inspection.
- (1) What would you expect from the Main Contractor and what would be your course of action subsequent to the stop-work-instruction? (4 marks)
- (2) Discuss any possible claims from the Main Contractor and your corresponding advice to the Client. (4 marks)
- (b) The installed seating arrangement was proved to be substandard. The Client decides to adopt a new seating layout. State the relevant clause(s) of the contract and draft an Architect's Instruction to the Contractor including headings and other information that should typically be included in such document. (4 marks)
- (c) To what other effects is an Architect empowered to issue Instructions to the Contractor under a Contract? Please list three. (3 marks)

**END OF PAPER**