

Candidate Number:
Seat Number:

Section II

Essay Questions

The HKIA/ARB Professional Assessment 2019

Paper 2

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

19 November 2019

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 at 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 client comes to you and invites you to submit a fee proposal for architectural consultancy services for his revitalization project. It consists of demolishing part of an existing shopping mall, constructing a new and bigger annex, and also remodeling and retrofitting the remaining shopping mall to connect to the new building.

- (i) Explain how you would table your fee proposal to your potential client. Please discuss the various methods for remuneration and suggest which one(s) you think is/are the most appropriate. (2 marks)

After you have obtained approval of the General Building Plans and completed the detailed design, your client requests to change the elevation design of the annex building. The facades are changed from modern glass walls to classical stone cladded columns with solid walls.

- (ii) Discuss how you would charge your client for the abortive or additional works involved. (1 mark)
- (iii) At this juncture, if your client disagrees with your claim for additional fee and decides to terminate your consultancy, what will be your course of action? (2 marks)

Question 1b (5 marks)

A developer client intends to appoint you to continue working on a project. He shows you a scheme design and asks you to develop it further. From the drawing title, it is obviously the work of another HKIA member. (5 marks)

What questions should you ask the client and what further actions should you take to avoid breaching the *HKIA Code of Professional Conduct*?

Question 1c (5 marks)

A senior architect of a consultancy firm got along famously with a Contractor because they were of similar age and shared common hobbies. Recently, the senior architect was in financial difficulties and the Contractor offered to lend the senior architect money to get through the troubled times. The senior architect was grateful and promised to return the money next month.

Soon after that, the senior architect was assigned to draft the specifications of tender invitation for a private residential building project in which the contractor was interested. At one of the contractor's regular lavish dinner treats, the contractor asked if the senior architect could help him win the tender by specifying the use of a particular brand of floor tiles in the tender documents because the contractor had just become the sole supply agency of that particular brand. In return, the contractor would discharge the senior architect's liability to repay the loan.

- (i) What offences under the Prevention of Bribery Ordinance (POBO) may the Contractor and the senior architect commit? Please explain your answer by elaborating the four major elements of a **bribery offence** with reference to the scenario. (2.5 marks)
- (ii) Close association with Contractors often causes ethical dilemmas at work. What major factors should the senior architect consider when handling his relationship with the Contractor? (2 marks)
- (iii) What should the senior architect do in the above scenario? (0.5 mark)

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

Question 2 (15 marks)

You are the Architect of an Alterations and Additions (A&A) project for the renovation of a shopping mall.

- (i) The Client requests that the shopping mall should remain open in operation during the renovation. Suggest practical way(s) allowed in the Standard Form of Contract for such operation and subsequent impacts to contract administration. (4 marks)

- (ii) The Contract is awarded and you discover the following. Please advise how to handle them:-
 - a) The reconstituted stone specified in the Contract is no longer manufactured. The stock available in market is not sufficient for the whole project. (2 marks)

 - b) The electrical blinds installed are not with the brand approved by you. (2 marks)

 - c) It is suspected that the waterproofing applied to the wall of the toilets is not up to the specified height in Contract. (3 marks)

- (iii) The Contractor fails to rectify all defects during the Defects Liability Period of the Works. Please advise the action(s) to be taken. (4 marks)

Question 3 (15 marks)

You are the Architect for an elderly centre project which is under construction. Due to the Client's request for changes in user's requirements, variations were required to the Contract at a very late stage. You had issued Architect's Instructions to the Contractor to cover such changes. As a result of such, Contractor anticipated there would be a delay to the project for 60 days.

The elderly centre would be due for opening and operation, and the Client did not want to defer the completion of the project.

- (i) Explain to your Client about the consequences of late changes under the Contract. (3 marks)
- (ii) The Contractor submitted a notice of delay right after your issuance of the Architect's Instructions. Explain your obligations as the Architect under the Contract, and discuss the issues that you would consider whether to grant Extension of Time (EOT) or not. (3 marks)

You had assessed the EOT claim from the Contractor and were of the opinion that a reasonable extension of 60 days should be granted under the Contract due to the late changes. EOT was subsequently granted and a New Completion Date had been fixed. Just a day before the New Completion Date, the Client wants further changes and asks you to issue another Architect's Instruction. You anticipate the completion of the project will be jeopardized for another 10 days.

- (iii) Now the Client asks you to amend your previously granted EOT of 60 days to 50 days, so that the further 10-day delay can be absorbed in the previously granted 60-day delay period. Discuss the issues involved and whether this can be enforced under the Contract. (4 marks)
- (iv) Will your advice to (iii) be different if you have already issued the Certificate of Substantial Completion at the time the Client asks you to amend your previously granted EOT? You may suggest any practical solutions to deal with his request. (5 marks)

Question 4 (15 marks)

You are the Project Architect of a heritage revitalization project, of which a 6-storey 50-year-old factory is converted into a youth centre. The floor you specified is 75mm cement-sand screed laid onto the existing RC structure. The project was completed a year ago and the current circumstance is as follows:-

- There are cracks developed on the screed for G/F to 3/F. The Contractor has tried to rectify by opening up the cracks and infilling with grout. But the Client requests the Contractor to redo the screed.
- For 4/F to 6/F, which were done later than G/F to 3/F, there is no crack. Apparently your Architectural Assistant discussed with the Contractor during construction and verbally replied that steel reinforcement mesh could be added to the screed, as there is no mention of reinforcement mesh in the specification for screed or BQ.
- The Contractor is asking you to issue an Architect's Instruction, as a variation, to confirm the additional steel mesh for 4/F to 6/F.

Write a letter to the Client, to:-

- (i) Advise and explain if the cracks on G/F to 3/F are considered as defects. (5 marks)
- (ii) Discuss the duties and responsibilities of the Architect and the Contractor, under the provisions in the Main Contract, regarding the cracks for G/F to 3/F. (5 marks)
- (iii) Justify your conclusion, from the considerations in (i) and (ii) above, for why you need (or do not need) to issue Architect's Instruction for the additional steel mesh to the screed for 4/F to 6/F. (5 marks)

END OF PAPER