

PAM PRACTICE BUREAU

CATEGORY A: Architect's Practice [Architect's Act, Architect's Regulations, Architect's Appointment, Scale of Minimum Fees, LAM General Fees]

NO.	DATE	ENQUIRY	RESPONSE FROM TEAM
1.	30 December 2022	<p>There's client approached us for a project that previously had submitted Development Order but its validity had expired. Client query if DO/BP expired validity does it means PSP in-charged terminated its service as well?</p> <p>We had advised that we required a letter of release from the submitting architect before engaging us to be the new submitting architect. But Client did not believe us and required us to send him/her PAM/LAM circular. Would appreciate PAM can confirm our steps are correct.</p>	<p>We thank you for your query and would note the following:</p> <ol style="list-style-type: none"> In the absence of any details regarding the appointment (and scope of works) for the preceding and succeeding architects, we are unable to comment on whether the steps you have taken are correct or acceptable. We would advise that you refer to the above terms of appointment to review the appropriateness of the steps taken. Please be reminded that for the <i>Basic Services</i> under the Architects (Scale of Minimum Fees) Rules 2010, an Architect's obligations, responsibilities and appointment <i>do not cease</i> upon the expiry of any planning permission or building plan approval unless his engagement has been terminated in accordance to the Conditions of Engagement. As a registered Architect, you will be well aware that PAM does not have any Circulars regarding Letters of Release and that only <i>Lembaga Arkitek Malaysia</i> (LAM) has issued a General Circular on this issue. We are of the opinion that your Client's request for a copy of such a Circular is not unreasonable and a copy of the relevant Circular can be found here.
2.	30 November 2022	<p>Have been following up with Architect to apply for CCC online with MBSA, but no response to date despite numerous follow-ups. Need PAM to act as a mediator for Architect to apply for CCC.</p>	<p>We refer to your e-mail as submitted on 30 November 2022. We note that attached to your e-mail were:-</p> <ol style="list-style-type: none"> a quotation/agreement and your letter to an architect. <p>Kindly note the following:</p> <ol style="list-style-type: none"> As a private institution of architects, there are no provisions within our Constitution to empower us to mediate on any disputes between Architects and their Employers nor compel any architects to attend such mediation. Furthermore, we have no powers to seek any information on the appointments that any of our members may have entered into. Based on the above, we are, unfortunately, unable to assist you in mediating any dispute you may have.

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			<p>2. We note though that based on your attached quotation/agreement, your agreement would seem to be with <u>another party</u> (rather than the architect in question). We would advise that you follow up with this party on the provision of services which have been spelt out in the quotation/agreement.</p> <p>3. Please be advised that the appointment of all architects in Malaysia is governed by the Architects Rules 1996 and the Architects (Scale of Minimum Fees) Rules 2010 with the statutory body tasked with regulating the above being the <i>Lembaga Arkitek Malaysia</i> (LAM). Should you have any queries regarding the appointment of architects and the above Rules, you may contact them at info@lam.gov.my.</p>
3.	1 November 2022	I would be grateful if you could advise how the fee is usually split between the submission architect and the design architect (which may be local or foreign).	<p>Before we try and assist you with your query, please be reminded of the following:</p> <ol style="list-style-type: none"> 1. First of all, the term "Architect" is a protected one with its use being governed by the Architects Act 1967. 2. Under the above-mentioned Act., only Architects may provide "Architectural Consultancy Services (ACS)" in return for remuneration and to provide such services, the Act also requires that they establish an "Architectural Consultancy Practice (ACP)". 3. Under the Architects (Scale of Minimum Fees) Rules 2010 (SoMF), please note that ACPs are required to charge their professional fees according to the SOMF. Foreign architects who are not registered with LAM as ACPs are not allowed to provide ACS. <p>Kindly note though that the SOMF does allow for the appointment of specialist consultants (either by the Client or ACP) to collaborate with the ACP in the provision of services.</p> <p>The SOMF further notes that the fees for the appointment of such specialist consultants are to be agreed between the specialist consultant and the appointing party; i.e.; there are no specific requirements or guidelines within the SOMF regarding the division of fees between the specialist consultant</p>

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			<p>and the ACP. You may refer to Rule 22 and Rule 26 of the SOMF for reference.</p> <p>Nevertheless, we are also of the opinion that the division of any fee should be based on the scope of works of the respective parties as well as the responsibilities and liabilities they assume.</p> <p>Hope this helps.</p>
4.	26 October 2022	*follow-up enquiry. The first enquiry is received on 17 October 2022	<p>We refer to your query as received online on 26 October 2022 along with an attached document entitled "Complaint 2 LAM LDA,docx".</p> <p>We also received your earlier query on 18 October 2022 (along with its attachments), for which we have already provided you with our reply.</p> <p>From this earlier enquiry, we note that you have already approached <i>Lembaga Arkitek Malaysia</i> (LAM).</p> <p>From a perusal of both enquiries though, it would seem that both are related to the same development project along with the same issues and as per our reply dated 20 Oct 2022 to your earlier enquiry, please note that in accordance with PAM's Bye-laws (Bye-law 11.1(c)), PAM is unable to investigate any complaints if a similar complaint has already been lodged with LAM.</p> <p>By extension, it is also the PAM Practice Bureau's policy to refrain from attempting to answer any queries related to complaints lodged with LAM, in order not to interfere with LAM's investigations. Should you have any queries related to your complaint, we would again advise you to contact LAM for assistance and advice.</p>
5.	17 October 2022	ISSUANCE OF CERTIFICATE OF COMPLIANCE AND COMPLETION (FORM F) QUERY 1	We refer to your enquiry form as received online on 17 October 2022 and write to note the following:

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		<p>Upon receiving the OSC MPKj letter for “Sokongan untuk Pengeluaran CCC” (NO. Fail OSC: MPKj/OSC/D01/2/207-2015) dated July 25, 2022 , Architect has refused to follow the instruction to submit CCC with Borang F within 14 days.</p> <p>He proceeded to consult with Jabatan Kawalan Bangunan on July 27, 2022, and issued a letter to Euroland stating only upon compliance of “ulasan & syarat-syarat JKB” the Surat Kelulusan Rasmi can be issued from JKB.</p> <p>Our queries are: -</p> <ol style="list-style-type: none"> 1. Sokongan for CCC from OSC MPKj which comprises of all internal departments not sufficient for Architect to comply and issue CCC with Borang F? 2. Why only Jabatan Kawalan Bangunan “syarat-syarat” are highlighted by Architect? 3. Are the other 4 departments’ <i>syarat-syarat</i> not relevant? 	<ol style="list-style-type: none"> 1. Based on the enquiry form and attached documents, it would seem that you have made a complaint against an architect, to <i>Lembaga Arkitek Malaysia</i> (LAM). 2. There does not seem to be an actual query though in your enquiry form (kindly refer to item 2.6 of your enquiry form). 3. There is a query in one of your attached documents but as there is no indication as to whom this query is addressed, we are unsure if it is a query addressed to us or if it forms part of your complaint to LAM. 4. Kindly note that in accordance with PAM's Bye-laws (Bye-law 11.1(c)), PAM is unable to investigate any complaints if a similar complaint has already been lodged with LAM. By extension, it is also the PAM Practice Bureau's policy to refrain from attempting to answer any queries related to complaints lodged with LAM, in order not to interfere with LAM's investigations. Should you have any queries so related to your complaint, <u>we would advise that you contact LAM for assistance and advice.</u> 5. Nevertheless, we would offer the following, <u>general</u> advice to all architects, employers and end-users with respect to the issuance of Certificates of Completion and Compliance (CCC) under the Selangor Uniform Building By-laws 1986: <ol style="list-style-type: none"> a. Issuance of the CCC is at the discretion of the Principal Submitting Person (PSP) (which may include, in accordance with By-law 2, the Architect for the Works). b. The PSP's discretion though is not arbitrary as in accordance with By-law 25, his issuance of the CCC is dependent on <ol style="list-style-type: none"> i. Compliance with all technical conditions imposed by the local authority, ii. receipt of the duly certified Forms G1 to G21 along with clearance or confirmation letters from the relevant statutory bodies (where required), iii. the availability and provision of all essential services and

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			<p>iv. his certification that he has supervised the erection and completion of the Works and that to the best of his knowledge, the Works have been completed in accordance with the Street, Drainage and Building Act, the relevant Uniform Building By-laws and the Approved Plans.</p> <p>c. Should any of the above <u>not</u> be achieved, the PSP is also obliged to <u>not</u> issue the CCC.</p> <p>We apologize that we are unable to assist you any further.</p>
6.	2 August 2022	<p>Saya ingin meminta sedikit penjelasan dari Puan mengenai perkara-perkara berkaitan PAM Kontrak, yang mana persoalan adalah diajukan seperti berikut:-</p> <p>1) Apakah perbezaan antara PAM Kontrak 2006 dan PAM Kontrak 2018?</p> <p>2) Adakah saya masih boleh menggunakan PAM Kontrak 2006 pada masa sekarang atau adakah ia sudah terbatal dan hanya PAM Kontrak 2018 boleh diguna pakai?</p> <p>3) Jika PAM Kontrak 2006 masih boleh diguna pakai, boleh saya tahu adakah saya perlu memasukkan Annexure To Documents of Contract (Revision No.0) Date Mac 2013 [seperti dalam lampiran]? Adakah dibenarkan jika saya tidak bercadang untuk memasukkan Annexure tersebut?</p> <p>4) Apakah dokumen-dokumen yang biasa diperlukan oleh kedua-dua pihak sebelum menandatangani Kontrak PAM?</p>	<p>Lanjutan kepada Borang Pertanyaan yang diterima pada 2hb Ogos 2022, sila rujuk kepada pendapat / nasihat kami seperti berikut -</p> <p>1. Apakah perbezaan antara PAM Kontrak 2006 dan PAM Kontrak 2018?</p> <p>Pada keseluruhan, beberapa pindaan telah dibuat ke atas terma and klausa dalam PAM Kontrak 2018. Tuan adalah dinasihati untuk meneliti dan membuat perbandingan terperinci ke atas kedua-dua versi kontrak yang tersebut. Untuk maklumat tambahan, tuan boleh rujuk kepada lampiran sebagai ringkasan kepada pindaan-pindaan utama dalam PAM Kontrak 2018.</p> <p>2. Adakah saya masih boleh menggunakan PAM Kontrak 2006 pada masa sekarang atau adakah ia sudah terbatal dan hanya PAM Kontrak 2018 boleh diguna pakai?</p> <p>PAM Kontrak merupakan kontrak persendirian yang tiada had tempoh penggunaannya. Pemilihan versi kontrak yang sesuai adalah bergantung kepada kehendak-kehendak projek dan pihak-pihak yang terlibat. Walaubagaimanapun, PAM Kontrak 2018 merupakan versi yang terbaru yang selari dengan kehendak-kehendak industri pembinaan yang terkini. Tuan adalah dinasihati untuk menggunakan salinan kontrak sah yang boleh dibeli daripada pihak PAM.</p>

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			<p>3. Jika PAM Kontrak 2006 masih boleh diguna pakai, boleh saya tahu adakah saya perlu memasukkan Annexure To Documents of Contract (Revision No.0) Date Mac 2013 [seperti dalam lampiran]? Adakah dibenarkan jika saya tidak bercadang untuk memasukkan Annexure tersebut?</p> <p>Sila maklum bahawa tiada lampiran - 'Annexure' yang disebutkan dalam borang pertanyaan tuan.</p> <p>Walaupun bagaimanapun, berkenaan isu dokumentasi kontrak dengan menggunakan PAM Kontrak 2018, tuan adalah dinasihati untuk merujuk kepada Arkitek, yang merupakan pentadbir kontrak dan bertanggungjawab untuk memberi nasihat terhadap dokumen-dokumen yang diperlukan untuk dokumentasi kontrak.</p> <p>4. Apakah dokumen-dokumen yang biasa diperlukan oleh kedua-dua pihak sebelum menandatangani Kontrak PAM?</p> <p>Setiap dokumentasi kontrak adalah berlainan mengikut kehendak-kehendak projek dan pihak-pihak yang terlibat. Sepertimana yang dinasihati dalam soalan ketiga, sila rujuk kepada Arkitek sebagai pentadbir kontrak. Untuk rujukan dalam PAM Kontrak, tuan juga boleh rujuk kepada Klausula 3.0 yang berkenaan dengan dokumen-dokumen kontrak (<i>Contract Document</i>)</p> <p>Kami berharap penjelasan yang diberikan dapat membantu pihak tuan dalam isu ini.</p>
7.	27 July 2022	<p>I would like to know what the standard tolerance for stairs head clearance height is.</p> <p>As per the architect from the developer told, it was +/-5%. There was no information in CIS7 2021 on the stairs head clearance.</p>	<p>We refer to your e-mail as received on 27th July 2022 and shall try to clarify the following with regards to the minimum headroom of the staircase and tolerance.</p> <p>1. As far as we are aware, the headroom requirements for staircases in your situation would be governed by the State of Johore, Uniform Building By-laws 1986 and note that under By-law 110(2) - "There shall be no projection other than handrails in staircases, in any corridor,</p>

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			<p>passage or staircase at a level lower than 2 metres above the floor or above any stairs". Based on the above, we are of the opinion that the minimum headroom (as measured from the nosing of the staircase) should be the aforementioned 2 metres, i.e: the clearance within the stairs may be higher but not lower than this figure.</p> <p>2. Please be informed that CIS 7 2021 is a Quality Assessment System to evaluate contractor's workmanship/quality and that the Occupational Safety and Health Act 1994 (Act 514) is a legislative framework to secure the safety, health and welfare of the Malaysian workforce at work. In summary, we would advise that you refer to the By-laws regarding the statutory requirements of your staircase. <i>Reference link: https://jkt.kpkt.gov.my/sites/default/files/2019-06/1a.%20Uniform%20Building%20By-Laws%201986-J.P.U%2038_1986.pdf</i></p> <p>3. If you are the purchaser of this property, we would advise you to contact the Developer for further clarification. Should your attempts for clarification be unsuccessful, you may also consider contacting the Local Authority or the Ministry of Housing, Local Government and Urban Well-being for their assistance.</p> <p>We hope the information provided was helpful.</p>
8.	9 June 2022	<p>Salam & Selamat sejahtera.</p> <p>Saya, Nazri, Setiausaha Masjid Tok Kerawat, Pulau Chondong, Kelantan.</p> <p>Pihak masjid sebelum ini mengupah satu syarikat utk melukis plan masjid serta RC plan. Setelah siap kami membayar RM11,000.00 kepada pelukis plan tersebut.</p> <p>Walaubagaimanapun, kami dapati tiada cop arkitek bertauliah di atas plan yang diberikan kepada kami.</p>	<p>Tuan,</p> <p>Merujuk kepada pertanyaan pihak tuan yang dihantar melalui e-mel pada 9-Jun, disebabkan tiada maklumat lengkap yang dilampirkan, seperti –</p> <ol style="list-style-type: none"> a. perjanjian perkhidmatan antara pihak tuan dengan pelukis plan; b. maklumat pelukis plan yang dilantik; c. skop perkhidmatan dan tujuan penyediaan plan, dan sebagainya. <p>Pihak kami hanya boleh membuat andaian dan cuba sedaya upaya untuk memberi nasihat dalam perkara ini.</p>

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		<p>Soalannya, apa tindakan yg kami boleh ambil supaya plan tersebut dicop arkitek bertauliah sepadan dengan wang yang telah dibayar. Sebarang usaha utk berhubung dengan pelukis plan tersebut gagal. Sukacita sekiranya pihak tuan dapat membantu kami.</p> <p>Sekian. Terima kasih. Oleh & bagi pihak masjid Tok Kerawat, Setiausaha</p>	<ol style="list-style-type: none"> 1. Merujuk kepada Akta Jalan, Parit dan Bangunan 1974, hanya Orang yang Berkelayakan dibenarkan untuk memberi perkhidmatan profesional dan memegang gelaran Orang utama yang mengemuka (PSP) atau Orang yang Mengemuka (SP), dan mengemukakan pelan bangunan kepada Pihak Perkuasa Tempatan (PBT) untuk kelulusan mengikut akta atau undang-undang kecil yang berkaitan. 2. Dalam konteks ini, Orang yang Berkelayakan jugamerujuk kepada Arkitek Profesional, Jurutera Profesional atau pelukis pelan bangunan yang berdaftar di bawah Lembaga Arkitek Malaysia (LAM) dan Lembaga Jurutera Malaysia (LJM) dan tertakluk kepada undang-undang dan peraturan-peraturan yang berkaitan. 3. Sekiranya syarikat mahupun individu yang terlibat bukan seorang Arkitek Profesional, Jurutera Profesional mahupun pelukis pelan bangunan yang berdaftar dengan LAM atau LJM, pihak tersebut tidak dibenar untuk memberi perkhidmatan profesional dan memperakui pelan atau sijil-sijil lain, seperti Borang Mula Kerja Binaan (Borang B) dan Perakuan Siap dan Pematuhan (CCC) yang tertakluk di bawah Undang-undang Kecil Bangunan Seragam dan kehendak-kehendak PBT. 4. Kami menasihati pihak tuan untuk membuat semakan terhadap kelayakan syarikat dan pelukis pelan yang diupah terlebih dahulu. Seterusnya, pihak tuan adalah dinasihati untuk menyemak skop perkhidmatan yang terlibat, contohnya – rekabentuk, penyediaan dan perakuan pelan bangunan, dan sebagainya; untuk mengenalpasti sama ada bayaran yang diberikan adalah berdasarkan perjanjian yang disetujui. 5. Senarai lengkap Arkitek Bertauliah boleh didapati melalui https://mylam.lam.gov.my/websitelam-member-list-ar manakala

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			<p>senarai Pelukis Pelan Berdaftar tempatan boleh diperolehi daripada PBT mengikut keperluan pihak masjid.</p> <p>6. Perlantikan pihak yang berkecualan adalah penting untuk memastikan pihak tuan dapat memperoleh nasihat profesional dan kerja-kerja yang dijalankan akan memenuhi keperluan pihak tuan serta mematuhi undang-undang yang terlibat.</p> <p>7. Sekiranya pihak tuan berpendapat bahawa pihak yang diupah disyaki melanggar tata tertib dan perjanjian perkhidmatan, pihak masjid berhak melaporkan kepada pihak polis untuk tindakan selanjutnya. Pihak tuan juga boleh mengemukakan aduan kepada Lembaga Arkitek Malaysia (LAM) melalui https://lam.gov.my/complaint-form.</p> <p>Kami berharap penjelasan yang diberikan dapat membantu pihak tuan dalam isu ini</p>
9.	26 May 2022	<p>We are from SCS Global Consulting Sdn Bhd and writing to enquire on behalf of our client. Our enquiry is as follows:</p> <p>We understand that a main contractor is permitted to tender for a design and built project to obtain a letter of award from the company inviting tender (“client”). After the main contractor tendered the project and received a letter of award from the client, can the main contractor sign contract with an architectural firm for providing the architectural design works for the client?</p> <p>Looking forward to your reply.</p>	<p>Thank you for your email received on 26 May 2022.</p> <p>As there is not enough detailed information with regard to your Design & Build project, we have difficulty advising you. For instance, was the Design & Build tender based on a written brief and performance specification; was there a tender based on a sketch plan prepared by the Client; was there an architect engaged to provide a design with the intention that his services are to be novated to the Design & Build Main Contractor; and so forth?</p> <p>Architects may be engaged by contractors but we would kindly remind that an architect's engagement must be in accordance with the Architects Act, the Architect Rules (including the Code of Conduct for Architects) and the Architects Scale of Minimum Fees Rules; all of which are issued by the <u>Lembaga Arkitek Malaysia</u> (LAM).</p>

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			<p>Although architects may owe a duty of care to various third parties, please also be reminded that an architect's primary responsibility is to the party that engages him (his <i>Client</i>) and an architect should only receive and act upon instructions from his Client.</p> <p>For further advice, we suggest that you should consult the architectural firm that already may be engaged or who is about to be engaged, on their role and appointment relative to the above Architects Act and Rules and the contractual requirements behind the chosen procurement system.</p> <p>We hope that the above will enable you to understand the role of the architect in a Design & Build project.</p>
10.	25 April 2022	<p>We hope to seek your advice regarding the Letter of Release.</p> <p>The owner awarded the building works contract to the main contractor. The main contractor then engaged a company to provide architectural services. This company then engaged us as the architect.</p> <p>Towards the completion of the project, the main contractor who has no contractual relation with us wanted us to issue them the Letter of Release.</p> <p>We believe it is improper and unjust to issue the Letter of Release by by-passing the client and directly to the main contractor, without the instruction from the Client. The main contractor should rightly request it from the client whom they engaged instead of directly from us.</p> <p>Will we violate any LAM’s guidelines if we do not submit to the main contractor’s demand?</p>	<p>We refer to your query as received on 25 April 2022.</p> <p>We note that you have been appointed by a company (therein known as the "Client") and that your Client, in turn, has been engaged by the main contractor. We shall also assume that your appointment with the Client is to provide architectural consultancy services in accordance with the Architects Act 1967) (Act 117), which includes the Letter of Appointment and Memorandum of Agreement.</p> <p>The Letter of Appointment along with the Memorandum of Agreement, form the contract between you (as the Architect) and the Client and <i>Letters of Release</i> are normally, only issued by the architect to confirm that both parties have been <i>released</i> from their contractual obligations. As there seems to be no contractual agreement between you and the aforementioned contractor, we are also of the opinion that it would be inappropriate for you to agree to their request and issue a Letter of Release in their favour.</p> <p>Please be reminded that Letters of Release should only be issued to the client when they have settled all outstanding fees for your services rendered up to the stage of termination. You may refer to Act 117 and LAM Circular 2/2007 – Guidelines on Letter of Release for more information on this matter.</p>

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			<p>Nevertheless, please also be reminded that since the regulation of the Architects Act (<u>including the issuance of letters of release</u>) lies within the jurisdiction of <i>Lembaga Arkitek Malaysia</i> (LAM), you may also want to consider seeking their views on this issue.</p> <p>We hope that this is helpful.</p>
11.	13 April 2022	<p>With LAM GC 2/2017, Guidelines on the Third Schedule for Stage Certification Stage 2(g) The drains serving the said building on Schedule H.</p> <p>I am writing to ask for your advice. For the project site that adopted a pump drainage system as DBKL approved road and drain.</p> <p>We want to enquire if all the items 1, 2, 3 listed below need to be completed before stage 2(g) can be certified:</p> <ol style="list-style-type: none"> 1) pipe connection to the external drain 2) pump installation complete 3) pump testing and commissioning is complete and the pump is functioning. <p>Based on the understanding of the LAM Cir for a gravity or pump drainage system, as long as item (1) is completed stage 2(g) can be certified.</p>	<p>We refer to your query as received on 13th April 2022 and note that your housing project has adopted a pump drainage system as part of the DBKL-approved road and drainage system.</p> <p>In accordance with the LAM Circular 2/2017, the certification for Stage 2(g) under Schedule H of the Housing Development (Control & Licensing) (Amendment) Regulations 2015 stipulates that <u>the drains serving the building need to be completed</u>. Further elaboration on the drainage works that must be completed for certification is described as “drains and main drains connected to the outfall - The alignment of the drains and the outfall may be permanent or temporary as approved by the local authority”. Kindly note that the only item of work which are allowed to be excluded for the certification of this stage is the installation of drain covers or gratings, i.e.; once this stage is certified as being completed, there is the expectation that the drainage system as a whole, is able to perform as intended with all stormwater/surface run-off being channelled away as per the approved plan up to at least the outfall.</p> <p>Based on the little information which we have received, it would seem that your items 1 (pipe connection to the external drain), 2 (pump installation) and 3 (pump testing and commissioning) are required for the operation of the drains serving the building and the drains may be deemed as not being fit for purpose if the above items are incomplete. We are of the opinion as such that these 3 items may need to be completed before certification.</p>

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			<p>That being said and as it would seem that the drainage plans have been prepared by the Engineer, please also be reminded that under Item 7 of the Supplementary Notes to the above-mentioned LAM Circular, the Architect shall prior to his certification, request the Engineer to confirm in writing, his concurrence of the satisfactory completion of 2(g). Under the circumstances, we would certainly advise that you consult your Engineer and seek his confirmation prior to any certification by yourself.</p> <p>As the above-mentioned Circular has been issued by <i>Lembaga Arkitek Malaysia</i> (LAM) you may also consider contacting them for clarification, as to the items required prior to certification of this stage.</p> <p>We hope that this is helpful.</p>
12.	26 January 2023	<p>Hi PAM, Just want to ask if a client asking an architect to waive the fee for the schematic design phase because previously the planning approval has been obtained.</p> <p>Can the architect waive the SD phase? If yes, can the Architect charge supplementary fees if let said the client wants to go for ADO/ design changes in future?</p> <p>Is it possible for an architect to proceed with BP submission without resubmitting the KM if the previous KM is submitted by another qualified person?</p> <p>Can the Architect straight proceed to BP?</p>	<p>Thank you for your email, our reply is as follows:</p> <p>1. Kindly note that under the current Scale of Minimum Fees Rules (SoMF), the Schematic Design Phase is listed as being one of five phases under the Basic Services which an Architect may offer. For these Basic Services, Item 7 of the SoMF, also notes that an architectural consultancy practice may provide services for "any or all" of the Phases, i.e.; there is no requirement for any Architect to have to be engaged for all 5 phases.</p> <p>We are of the opinion as such that if there is already planning approval for the project, the Architect may provide his services for just the Design Development, Contract Documentation, Contract Implementation and Management, and Final Completion Phases. If planning approval had already been obtained and the Architect is engaged only to submit building plans that are in accordance to the planning approval, then he/she should not charge for the Schematic Design Phase.</p> <p>If in the future though, the Client decides to ask the Architect to amend the approved planning permission, then obviously, the Architect should charge for his services arising from such an amendment. We assume that the</p>

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			<p>development is a large one and has been divided into phases during the planning approval.</p> <p>2. As far as we are aware, an Architect is allowed to submit building plans to the authorities even if the planning approval was submitted by a different qualified person. Nevertheless, we would advise that the planning approval be checked and reviewed for any conditions regarding the submission of any subsequent building plans. However, an Architect should clarify his appointment at the onset; i.e., that he is only responsible for the building plan submission as well as the other phases that he is involved in.</p> <p>Should the planning permission have been obtained by another architect, it would also be advisable to check with them on the scope of works for which they were originally engaged.</p> <p>3. Generally, we would also advise that in future, you should refer directly to;</p> <ul style="list-style-type: none"> a. the relevant documents related to your query; i.e. the SoMF in this instance and b. the Architects under whom you are training as registered Architects are required to be well-versed in such practice issues.
13.	17 January 2022	<p>We have been asked to take over and revive a Project which has been abandoned since 1998 (24 years ago from 2022).</p> <ul style="list-style-type: none"> - The Project is a 21 storey hotel with its RC frame 80% complete and abandoned. - The current Owner bought the Project from Liquidators without Letter of Release. - The previous submitting Architect is still practicing. 	<p>Thank you for your query. Our advice is as follows:</p> <p>i. The circumstances when a Letter of Release is not required can be referred to LAM General Circular No. 2/2007- Guidelines on Letter of Release. We have attached the guideline for your future reference.</p> <p>Under the attached Circular, there are only 2 circumstances (under item 4) where letters of release are not required:</p> <ul style="list-style-type: none"> a. where a purchaser engages an architect for a project which has already obtained its CCC/CFO or

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		<p><u>Question:</u></p> <p>I) Is Letter of Release still required from the previous submitting Architect when 24 years have elapsed?</p> <p>II) Is there a ruling similar to the Statute of Limitations pertaining to the Letter of Release?</p>	<p>b. where a developer engages an architect for overall planning of a mixed/phased development with the various components/phases being undertaken by other architects.</p> <p>As the project is a hotel project, under normal circumstances, a Letter of Release is required.</p> <p>If the original architect is still practising, you can write to the architect to request for his cooperation. Normally, the local authority would require his confirmation as you intend to submit drawings for a site for which the file may have yet to be closed. On record at the local authority, the previous PSP is still responsible for the works on site notwithstanding that the works were not completed.</p> <p>However, as mentioned under item 5., the Board of Architects may use its discretion to waive the requirement for a 'Letter of Release' as the new owners had purchased the project from the Liquidators; we take this to mean that the party who had commissioned the first architect is insolvent. We advise that you write to LAM to explain the situation and ask for this waiver should you be unable to get the original PSP to cooperate.</p> <p>ii. As far as we know, there is no Statute of Limitation pertaining to the Letter of Release.</p> <p>We hope the above answers your query.</p> <p>*General Circular 2/2007 – Guideline Letter of Release attached to the response.</p>