

PAM PRACTICE BUREAU

CATEGORY A: ARCHITECTS PRACTICE

NO.	DATE	ENQUIRY	RESPONSE FROM TEAM
1.	9 July 2024	Request for Advice on Dispute Between AI and Variation Order	<p>We refer to your enquiry received on 9th July 2024 regarding the dispute between the Architect's Instruction (AI) and the Variation Order (VO).</p> <p>Based on the limited information provided, we shall reply with reference to the PAM Contract 2018 (With Quantities) as follows:</p> <ol style="list-style-type: none">1. Validation of Clause 11.2 <p>In accordance with Clause 2.1 of the PAM Contract 2018, the Contractor is obligated to fully comply with any Architect's Instruction (AI) issued. This compliance extends to the provisions of a Variation Order (VO) under Clause 11.2, stating that "Pending the valuation of the Variations, the Contractor shall carry out with due diligence and expedition all Variations so instructed." The clauses expressly state that the Contractor shall proceed with the Variation prior to the completion of the valuation.</p> <ol style="list-style-type: none">2. Protection Against Quotation Adjustments <p>We recommend that the Contractor adhere strictly to the Conditions of Contract. To substantiate a Variation, the Contractor must submit detailed and comprehensive records and documentation of costs incurred to the Quantity Surveyor (QS) and the Architect upon completion of the Variation works. Valuation for such Variation will be carried out by the QS in accordance with the Valuation Rules under</p>

			<p>Clause 11.6, which stipulates valuation methods based on various scenarios.</p> <p>Recognizing the potential for additional expenses caused by Variation works, the PAM Contract 2018 mandates that the Contractor notify the Architect within the timeframe and procedures specified in Clause 11.7 for any Variation works requiring additional expenses not covered under the Valuation Rules in Clause 11.6.</p> <p>3. Best Practices</p> <p>It is crucial for the Contractor to strictly adhere to the Conditions of Contract as a whole. Relevant clauses in the Contract specify the required documentation, submission procedures, and the timeline for dealing with Variations. Therefore, the Contractor should maintain detailed records and complete documentation, and act accordingly for the valuation of Variations.</p> <p>We hope the above has been of assistance.</p>
2.	4 July 2024	Clarification on the Eligibility of Peninsular Malaysia-based ECPs to Perform Authority Submissions in Sabah and Sarawak	<p>We refer to your enquiry received on 4th July 2024. Based on the information provided, please find our response below:</p> <p>Your query pertains to whether an Engineering Consultancy Practice (ECP) with a registered office in Peninsular Malaysia can carry out Authority Submissions in Sabah or Sarawak.</p> <p>Generally, all submitting persons must be registered with the relevant state authorities to practice and make submissions in Sabah and Sarawak. Each state has unique regulations and registration requirements, which may include provisions for temporary or special registration. We recommend consulting with the relevant state</p>

			<p>authorities in Sabah and Sarawak to understand the specific registration processes and requirements for engineers.</p> <p>Besides, we suggest inquiring with the respective state's immigration authorities regarding the requirement for obtaining a work permit. This permit is essential to comply with Sabah's or Sarawak's immigration regulations, ensuring legal authorisation for employment within these states.</p> <p>We also advise contacting the state governments, local councils, and local branches of the Board of Engineers Malaysia (BEM) and/or the Association of Consulting Engineers Malaysia (ACEM) to obtain accurate and up-to-date information tailored to your specific situation.</p> <p>We acknowledge that a similar query has been directed to the Board of Engineers Malaysia. We trust that your due diligence will be supported by the response from the Board of Engineers Malaysia, providing valuable and informative guidance on this matter.</p> <p>We hope the above information has been of assistance.</p>
3.	14 Jun 2024	Developer has different opinion in the stump definition in Schedule of Payment of 2(a) in S&P agreement as per attached Sketch 1. I hope PAM can give better clarification in order for accurate certification	<p>We refer to your enquiry as received by e-mail on the 14th June 2024. Kindly note the following:</p> <ol style="list-style-type: none"> 1. From your attachment, it would seem that your enquiry is based on the Lembaga Arkitek Malaysia's General Circular No. 2/2017 which provides guidelines for the certification of stage completion for housing under Sale and Purchase Agreements (SPAs) provided for under the Housing Development (Control and Licensing) Regulations 1989. Based on the above, we would normally advise that you consult the Architect in charge as;

			<p>a. All Architects should have the required knowledge and an understanding of the context to ascertain completion of any of the relevant stages and</p> <p>b. Regardless of any differences of opinion between the Architect and his Employer or fellow consultants, they are the party responsible for stage certification under the afore-mentioned SPAs.</p> <p>2. We note though that we have encountered definitions which describe the column stump as the connecting structural component from the top of a pile cap or footing to the top of the ground beam. Nevertheless, it is our opinion that any definition should be taken within the context of the above General Circular and the stages contained under the Third Schedule of the above SPAs.</p> <p>3. For the stages in the Third Schedule, there is a clear differentiation between;</p> <ul style="list-style-type: none">• "The foundation of the said Building" (Stage 2(a)) and• "The structural framework of the said Building" (Stage 2(b)). <p>The above-mentioned General Circular further elaborates by noting that;</p> <ul style="list-style-type: none">• for Stage 2(a), this includes "All foundation works below the lowest floor level" inclusive of any stumps;• for Stage 2(b), this includes "All primary structural elements above lowest floor level (sic.)" including beams. <p>In reading the above, it is our opinion that;</p> <ul style="list-style-type: none">• any structural element below the lowest floor level; i.e., pile caps, footings or stumps, would be considered as part of the foundations and be under stage 2(a);• any structural element starting from the lowest floor level such as the ground beams would in turn, be considered as part of the structural framework under stage 2(b);• following on from the above and with regards to the portion coloured red in "Case 1" of your attached Sketch 1, it is our considered
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			<p>opinion that the structural engineer should provide advice and justification based on the scope of work described, considering the nature of the structural elements in relation to their function and the overall structural system.</p> <p>4. The above should also be considered with respect to best practices when undertaking construction; would the portion coloured red in "Case 1" be cast together with the pile cap or would it be constructed together with the surrounding ground beams?</p> <p>5. Although the PAM Practice Bureau is willing to stand by its opinions, PAM is unfortunately not in a position to provide any official clarification on this issue as we are neither the authors of the aforementioned SPAs or General Circular nor are we the bodies tasked with enforcing these documents. Should you require a more conclusive answer, we would suggest you contact the Ministry of Housing and Local Government and the Lembaga Arkitek Malaysia with your enquiry.</p> <p>6. Finally, we would also note that although the above General Circular provides "Guidelines" which all Architects are expected to follow, these Guidelines do not provide the same level of finality which may be found under primary legislation (such as the Housing Development (Control and Licensing) Act or secondary legislation (such as the Housing Development (Control and Licensing) Regulations.</p> <p>We trust the above has been of assistance.</p>
4.	6 Jun 2024	One of the owners for a YYY condominium unit situated in Cheras, Selangor, developed by XXX Bhd. Recently, there is an uproar from the group of owners in regards to an official statement shared by YYY project's architect firm, ZZZ	<p>We refer to your request for our opinion as received on 6-June 2024:</p> <p>When the Architect in question and yourselves refer to "tile hollowness", we shall assume that what is meant is the presence of a</p>

	<p>Architect Sdn Bhd to address the vastly discovered hollow tiles across the residential units.</p> <p>I have attached the official statement from ZZZ Architect Sdn Bhd, which claims that tile hollowness is not considered a defect, aiming to shield the developer from providing any sort of rectification works for the group of owners.</p> <p>Since most of the owners are commoners and have no in-depth knowledge in this matter, we hope to seek for PAM's view in regards to the official statement shared by these professional architects. In layman's understanding, hollow tiles are definitely a defect for us. Thank you in advance.</p>	<p>hollow or drumming sound when the surface of the tile is tapped. The above can occur for several reasons including but not limited to:</p> <ul style="list-style-type: none"> •Entrapped air or voids in either the setting bed or slab below, causing one part of the floor to sound differently than another; •Possible separation of the waterproofing membranes installed between a slab and the bedding material; •Possible vaulting of the tile due to a lack of room for expansion; •The shrinking of the tile bedding as it dries out. <p>We are of the opinion though that generally, a tiled surface is meant to :</p> <ul style="list-style-type: none"> •Provide an aesthetically acceptable surface; •Allow for the drainage of water or moisture; •Assist in preventing the penetration of water into the underlying wall and floor; •Provide a surface which allows for safe habitation and passage; •Provide sufficient support for the activities for which the space is designed for. <p>If the tiling is able to achieve the above, the Architect's view that "A hollow sounding tile may not mean that the tile is defective and needs to be replaced" is not incorrect.</p> <p>Nevertheless, depending on the severity of the hollow sound relative to the tiled surface, this may be indicative of the possibility of insufficient support or adhesion below the tile; insufficient support or adhesion may result in the possible cracking of the tile when it is stressed/when a load is imposed upon it or the tile coming loose or falling off. An elevated probability of tiling becoming defective is not the same though as the tiling being defective. It must also be noted though, that the cracking or coming loose of tiles may also occur even when there is no hollow sound detected.</p>
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5.	13 May 2024	<p>My company is about to engage an Architect to design an industrial building for us, complete with local authority submissions.</p> <p>I would like to enquire as to whether all Architects in Malaysia are required to be registered and have professional indemnity Insurance?</p> <p>Also, what are the general requirements for engagement?</p>	<p>We refer to your email dated 13 May 2024. Our response is as follows: According to Section 7(a) of the Architects Act 1967, only an architect who is registered with the Board of Architects Malaysia (LAM) is entitled to render architectural consultancy services. Therefore, in response to your inquiry, all architects are required to be registered in Malaysia.</p> <p>Regarding professional indemnity insurance, it is not mandatory for architects in Malaysia. It is optional and depends on the project's requirements and the agreement between the architect and their employer.</p> <p>All Architects are required to always abide by the Architects Act 1967 (Act 117) and Architects Rules made under the Act in providing their architectural services and it is mandatory under the Act for the appointment of an Architect to be made in accordance with the Third Schedule of Architects Rules 1996 – Conditions of Engagement of an Architect. You may refer to the Architects Act 1967 and the Architects (Scale of Minimum Fees) Rules 2010 for further details via the Lembaga Arkitek Malaysia's website: https://lam.gov.my/download-act-rules</p>

			Hope this is helpful to you.
6.	13 Mar 2024	<p>Last year we have terminated the main contractor due to their non performance. During termination partly of the works has been constructed by the main contractor i.e; some of foundations works and partly structure works. We had appointed a new main contractor to resume and complete the works.</p> <p>The issue who should sign the G forms? The new main contractor reluctant to sign the G1-G4 forms with reason they are not the one who construct the works from the early. Whilst the previous main contractor also deny to sign since they are not completing the works.</p> <p>Can the G1-G4 forms signed by 2 different main contractor?</p>	<p>Thank you for your inquiry dated 13th Mar 2024.</p> <p>Your query pertains to 1) the party responsible for the signing of the G1-G4 forms and 2) if the above forms may be signed by two distinct contractors for the project</p> <p>Taking your first query, kindly note that the G Forms are for certification upon completion of specific works/tasks; it would follow as such, that they are required to be signed by the parties completing the relevant works/tasks.</p> <p>As for the second query, as far as we are aware, there are no provisions for the division of responsibility for a specific task under the above G forms to more than one party unless such division of the work has been clearly indicated on the approved Building Plan. Considering the termination of the previous main contractor and the involvement of a new contractor, we would suggest consulting with the local authority on the requirements of G forms for works involving old and new contractors.</p> <p>With regards to the Contractors' reluctance to sign any of the forms, we would advise that you refer to your Notice of Determination (Old Contractor), Letters of Award, Conditions of Contract and Contract Documents to check if any provisions have been made with respect to the contractors' certification under the relevant forms. You may also want to check with your Architect or Contract Administrator for clarification as they should be familiar with all of the above documents.</p> <p>For works which have commenced under one main contractor but are required to be completed by another, it is normal practice for the</p>

			<p>second contractor to be selected not just on his competence and pricing but also on his agreement to accept responsibility for all the relevant works. You may want to review the award to your second contractor to confirm this. We would advise the Employer to discuss with the new Contractor on the terms and conditions which may be acceptable for him to accept the responsibilities attached to the relevant G forms</p> <p>We hope this information is helpful to you.</p>
7.	4 Jan 2024	<p>Project 9 blocks of Service Apartment Block sitting on 4 level car parks podiums and 2 levels of sub basement consist of 1800 units.</p> <p>I)Phase 1 -1000 units with clubhouse & swimming pool and other facilities II)Phase 2 — 800 units with swimming pool and other facilities Both Phases are under 1 master land title and governed by HDA</p> <p>Current status: Phase 1 — 1000 unit (with all required car parking lots), all facilities -- Building Plan Approved with clear demarcation of boundary by Local Authority</p> <p>Phase 2— 800 unit (with all required car parking lots), all facilities -- Building Plan Approved with clear demarcation of boundary by Local Authority</p> <p>Developer has applied 2 separate Advertising Permit (Phase 1 & 2), pending approval.</p>	<p>We refer to your e-mail with regards to the Certificate of Completion and Compliance.</p> <p>As we have no details regarding the project title of your project submission, we assume the project is submitted under one (1) building plan.</p> <p>According to Street Drainage Building Act, Section 70 (21) , The principal submitting person (PSP) is required to supervise the erection of the building to ensure that the erection is in conformity with the approved plans and other requirements.</p> <p>In this case, the approved building plan is only one (1) submission even though there are two (2) phases. Since there is only one (1) Building Plan, only one (1) CCC can be issued out.</p> <p>As such, we are of the opinion that CCC (Certificate of Completion and Compliance) or borang F cannot be issued unless the whole project is completed.</p> <p>Further to this, Housing Development Act Section 3 clearly stated Certificate of completion and compliance for housing development</p>

		<p>Developer intended to launch Phase 1 first and phase 2 will be 1 year after that with different completion date.</p> <p>My question is For Phase 1, after all the works has been completed and complied to Approved Building Plan as per Phase 1, can architect issue Borang F for this phase 1 instead of Borang F1?</p>	<p>does not include Partial certificate of completion and compliance (Form F1).</p> <p>Therefore, issuance of Form F1 for phase 1 will not help the developer to issue vacant possession earlier if he wishes to do so.</p> <p>A proficient resolution to address this matter involves pursuing an amendment to the building plan, thereby bifurcating the project into two phases and corresponding building plans.</p> <p>We recommend initiating communication with the relevant authority to seek clarification on the submission process and associated details.</p> <p>We hope the above reply to your query is satisfactory.</p>
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