Lead Sponsor

CREATEHK

# INTERIOR DESIGN BODY OF KNOWLEDGE

## Book 6

## INTERIOR DESIGN PROFESSIONAL PRACTICE

**JOINTLY RESEARCHED AND PUBLISHED**
by Hong Kong Interior Design Association & The Hong Kong Polytechnic University

# Contents


| | | |
|---|---|---|
| Preface | | i |
| Introduction | | 1 |
| Chapter 1 | Project Management | 2 |
| Chapter 2 | Project Stages | 7 |
| Chapter 3 | Project Delivery Methods | 12 |
| Chapter 4 | Elements in Tender Documents | 17 |
| Chapter 5 | Specifications | 24 |
| Chapter 6 | Types of Contract and Contract Conditions | 29 |
| Chapter 7 | A brief history of the professionalization of interior design in the Philippines | 34 |
| Chapter 8 | Design-preneurship Interviews<br>Steve Leung<br>Gary Chang<br>Ricci Wong<br>William Lim<br>James Law | 41 |
| Appendix | | |
| End Notes | | |
| About the Authors | | |

# PREFACE

At present, there are no formal educational materials for Hong Kong interior design learning, and educators can only rely on ad hoc literature produced overseas (particularly in the West), or architectural-based materials to learn about interior design. Given that interior design has already established a unique and well-defined body of professional knowledge, and is firmly rooted in the cultural and social practices of a place, there is a need for interior design textbooks to reflect this context and allow interior design students to keep pace with rapid development of the industry. This series of interior design textbooks is aimed at satisfying the needs of Hong Kong interior design students at different academic levels from diploma, higher diploma to bachelor's degree. Filled with case studies of award winning works from across the Asia-Pacific region and beyond,as well as interviews and articles written by well-known professionals and academics from Hong Kong and around the world, these are the first interior design textbooks researched and written in Asia.

The series contains six books, related to the 6 body of knowledge areas well-defined in the Interior Design Professional Guideline, published by the Hong Kong Interior Design Association (HKIDA) in 2014. Based on research of reputable international standards and confirmed by surveys of local interior design educators and practitioners, this guideline sets out in a systematic way the knowledge and skills that Hong Kong interior designers should possess. The 6 body of knowledge areas covers and follows the typical process of any interior design project, which includes:

- Human Environment Needs
- Design
- Products and Materials
- Communication
- Interior Construction, Codes and Regulations
- Professional Practice

This book 6, **Professional Practice**, focuses on the key knowledge need to be equipped by interior designers on successful project management, execution and business development in real practice: topics cover Concept of Project Management, Project Stages, Project Delivery Methods, Tender Document & Specification, Types of Contract, A brief history of the professionalization of interior design in the Philippines and Case Studies on Designpreneurs in Hong Kong.

Our greatest challenge in compiling this book series was deciding which key content to select from the vast pool that is relevant to not only global but also local context and turn them into useful teaching resources and materials for educators' future elaboration. For this reason, choosing examples to fit within the physical constraints of a book required a rigorous edit. We hope it will be of enormous benefit to interior design students, educators and practitioners and inspire everyone to look for more.

**Horace Pan**
**Project Chief Investigator**

# INTRODUCTION

## Professional Practice in Interior Design
## By Louisa Young

This book, unlike the other five books in the series on Interior Design, is not about design but about professional practices. By following long standing procedures in the interior design industry, designers can communicate in the same terms as other members of a project team.

The first duty of a professional is to place the interests of his/her client before his/ her own. Designers should remember that in handling projects of different scale, they are often put in charge of large sums of money. In addition to discharging their duties with competence, it is important that designers carefully document every action taken on a job and the reasons for doing so.

Professional practice therefore demands that certain procedures should be followed throughout the course of the project. These include:

1) Project Management
2) Organizing of Project Stages
3) Contract Administration: Delivery & Project Closeout
4) Producing Tender Documents
5) Material Specification
6) Producing Contract Documents

By following best practice as illustrated in this book, designers will conduct themselves in a professional way while at the same time safeguard themselves against any suggestion of negligence by managing their clients' time and resources with care.

# CHAPTER 1

## Project Management
## By Ming Cheu

The work of an interior designer does not stop at the drawing board as design ideas need to be realized through a making process.

The person in charge of ensuring that the project is carried out according to the client's goals and the designer's creative vision is the Project Manager (PM). He or she is to supervise and manage the project through the construction phase, and should identify, organize, control, and monitor the numerous tasks/elements within a project so the project can be completed within budget, on time and adhere to the relevant building codes and licensing requirements of the premises.

In many bigger projects (especially projects from developers), the PM is normally a direct staff member or an employed consultant representing the client, and is frequently an architect or a building surveyor by training.

Yet for some projects (perhaps smaller in scale and the client has not the expertise/dedicated staff to manage the project and the contracts of the project), the role of the PM can be taken on by the interior design firm. The role of this PM within a design firm may or may not be part of the creative team.

It is also important to distinguish the difference between the PM of the whole project or the PM under a contracting firm; the PM of a contracting firm only represents the contractor and whose role is to execute the project set out by the Project's PM and the designer, while the PM of the whole project has greater authority and responsibility in approving a design and managing the various contracts of the project.

Whatever the case, the project's PM ought to ensure the completion of a design and construction task and that all required schedules are completed before construction or during construction. As the supervisor of the project team, the PM should be able to maximize the potential of the involved parties and create an atmosphere in which all parties are willing to contribute according to their full potential.

**Planning and Organizing**
When coming on board a project, the PM must identify the tasks involved and set out an approximate schedule for the completion of these tasks. This can be done through the formation a **Master Programme** with a Gantt Chart, for example.

The master programme sets out the major phases of the project and allots time periods for their completion; the design phase and the construction phase are parts of the overall programme.

A master programme includes works under the design phase such as design development; confirmation of layout plan, tender phases, etc., while a construction programme only focuses on the construction side, indicating the phases from commencement to completion of the construction work

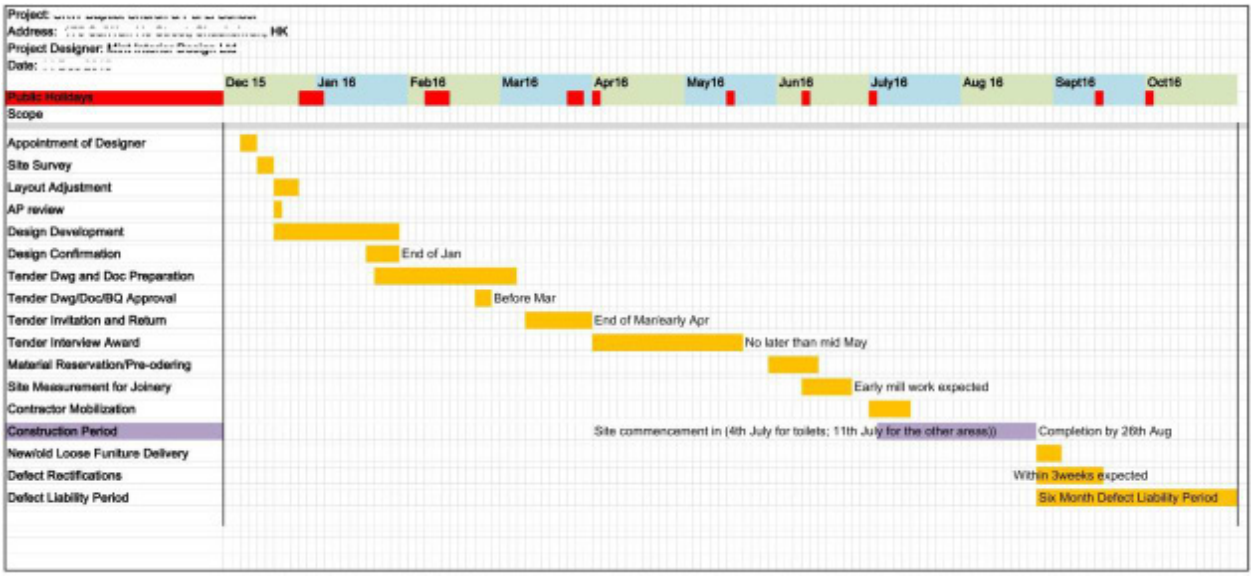



*Fig. 1.1 Master programme indicating design development and tendering phasing. Construction phase is only briefly mentioned.*

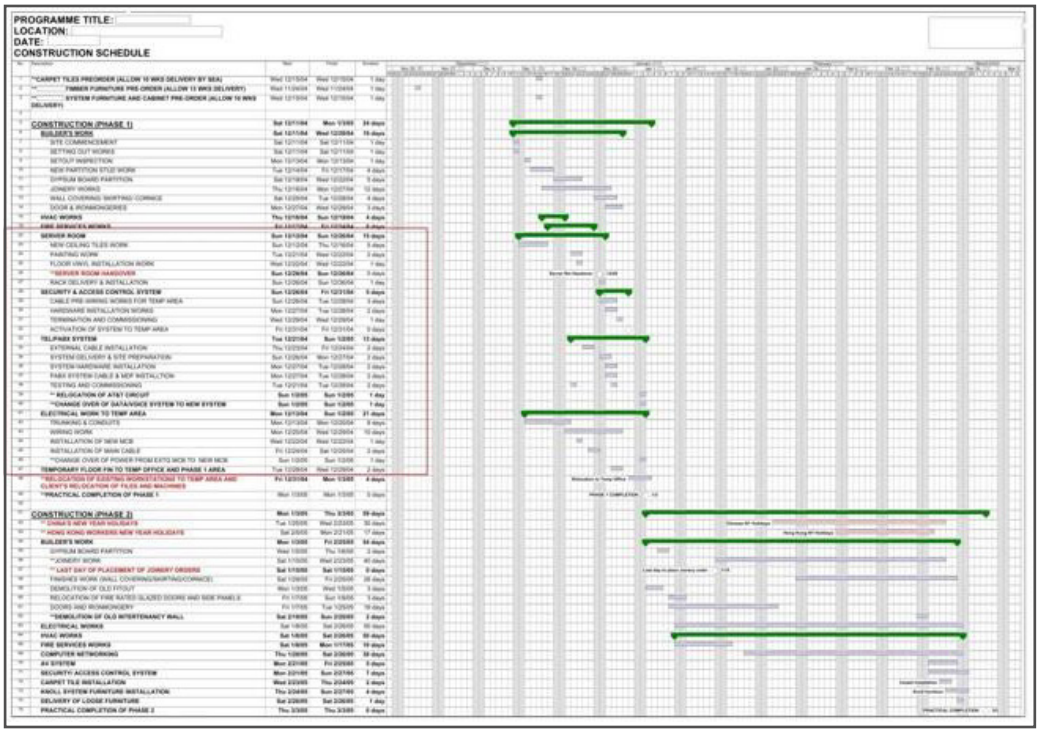



*Fig. 1.2 Construction Programme*

| | | | | |
|---|---|---|---|---|
| 18 | **FIRE SERVICES WORKS** | **Fri 12/17/04** | **Fri 12/24/04** | **8 days** |
| 22 | **SERVER ROOM** | **Sun 12/12/04** | **Sun 12/26/04** | **15 days** |
| 23 | NEW CEILING TILES WORK | Sun 12/12/04 | Thu 12/16/04 | 5 days |
| 24 | PAINTING WORK | Tue 12/21/04 | Wed 12/22/04 | 2 days |
| 25 | FLOOR VINYL INSTALLATION WORK | Wed 12/22/04 | Wed 12/22/04 | 1 day |
| 26 | ****SERVER ROOM HANDOVER** | **Sun 12/26/04** | **Sun 12/26/04** | 0 days |
| 27 | RACK DELIVERY & INSTALLATION | Sun 12/26/04 | Sun 12/26/04 | 1 day |
| 28 | **SECURITY & ACCESS CONTROL SYSTEM** | **Sun 12/26/04** | **Fri 12/31/04** | **5 days** |
| 29 | CABLE PRE-WIRING WORKS FOR TEMP AREA | Sun 12/26/04 | Tue 12/28/04 | 3 days |
| 30 | HARDWARE INSTALLATION WORKS | Mon 12/27/04 | Tue 12/28/04 | 2 days |
| 31 | TERMINATION AND COMMISSIONING | Wed 12/29/04 | Wed 12/29/04 | 1 day |
| 32 | ACTIVATION OF SYSTEM TO TEMP AREA | Fri 12/31/04 | Fri 12/31/04 | 0 days |
| 33 | **TEL/PABX SYSTEM** | **Tue 12/21/04** | **Sun 1/2/05** | **13 days** |
| 34 | EXTERNAL CABLE INSTALLATION | Thu 12/23/04 | Fri 12/24/04 | 2 days |
| 35 | SYSTEM DELIVERY & SITE PREPARATION | Sun 12/26/04 | Mon 12/27/04 | 2 days |
| 36 | SYSTEM HARDWARE INSTALLATION | Mon 12/27/04 | Tue 12/28/04 | 2 days |
| 37 | PABX SYSTEM CABLE & MDF INSTALLTION | Mon 12/27/04 | Tue 12/28/04 | 2 days |
| 38 | TESTING AND COMMISSIONING | Tue 12/21/04 | Tue 12/28/04 | 2 days |
| 39 | **** RELOCATION OF AT&T CIRCUIT** | **Sun 1/2/05** | **Sun 1/2/05** | **1 day** |
| 40 | ****CHANGE OVER OF DATA/VOICE SYSTEM TO NEW SYSTEM** | **Sun 1/2/05** | **Sun 1/2/05** | **1 day** |
| 41 | **ELECTRICAL WORK TO TEMP AREA** | **Mon 12/13/04** | **Sun 1/2/05** | **21 days** |
| 42 | TRUNKING & CONDUITS | Mon 12/13/04 | Mon 12/20/04 | 8 days |
| 43 | WIRING WORK | Mon 12/20/04 | Wed 12/29/04 | 10 days |
| 44 | INSTALLATION OF NEW MCB | Wed 12/22/04 | Wed 12/22/04 | 1 day |
| 45 | INSTALLATION OF MAIN CABLE | Fri 12/24/04 | Sat 12/25/04 | 2 days |
| 46 | **CHANGE OVER OF POWER FROM EXTG MCB TO NEW MCB | Sun 1/2/05 | Sun 1/2/05 | 1 day |
| 47 | **TEMPORARY FLOOR FIN TO TEMP OFFICE AND PHASE 1 AREA** | Tue 12/28/04 | Wed 12/29/04 | 2 days |

*Fig. 1.3 A Construction Programme that describes the construction works in greater detail.*

Both types of programme are tools that allow all participating parties to understand the time arrangement of the respective 'mini-goals' of the project. Sometimes, it is unavoidable for some tasks to be off track but it is important that the PM is able to bring the ongoing tasks back to schedule.

**Identification of the participating parties**

Inevitably, an interior design project involves many different kinds of personnel, each with their specialty knowledge and skill sets. The PM must identify the proper team based on the scale and nature of the project. These may include some or all of the following:

- Interior Design Consultant
- Quantity Surveyor (QS)
- Building Surveyor (an Authorized Person or AP who knows the building law and has the professional recognition to liaise with the government authorities like the Building Department)
- ▪ RSE- Registered Structural Engineer (also an AP)
- M&E Consultant (M&E stands for Mechanical and Electrica)
- Main contractor (who would carry out such tasks as demolition, setting out, partition, door, carpentry, masonry, cleaning works etc.)
- Electrical contractor
- P/D (Plumbing & Drainage) contractor
- FS- Fire Services contractor
- HVAC: Heating, Ventilation and Air Conditioning contractor

Some projects may require other specialists to be part of the team, such as kitchen consultants (for restaurant projects), art consultants (for hotel projects), IT consultants, AV consultants, security vendors, lighting consultant, acoustic consultant and surgical ward consultant, to name a few.

Depending on the type and nature of the project, smaller-scale projects may only need to involve a few of the parties mentioned above.

Some clients, like property developers, may employ some of the above personnel in-house (like QS, Building Surveyor, RSE, even M&E consultants), and so an interior design consultant's role will be confined to interior design, while the legal compliance part will be looked after by the client.

It is also important to know that a design project is teamwork and no one person can do all the work, so one should seek professional help from relevant people. The key is to have the right person to carry out the right job.

To enhance the mutual communication among the team members, most projects have contact lists which are distributed to the key parties.

xxxxxxx Design Ltd

**CLIENT: xxxxx**
**PROJECT CONTACT LIST**
**PROJECT NO. xxxx**

| Company | Item | Contact Person | Tel | Mob./Pg | Fax | Remarks | E-mail |
|---|---|---|---|---|---|---|---|
| ABC company | Client | Ms xxxx | 1234567 | | 34563757 | Top Mgt | |
| | | Mr xx | 1234567 | 1234567 | 56848688 | IT | ertwert |
| | | Ms Mxx | 1234567 | 1234567 | 4688888 | Admin | |
| | | Ms xxxx | 1234567 | | 4685488468 | Alfred's sec | ert |
| Property xxxx | Landlord/Bldg Mgt | Mr xxxxx | 1234567 | | 3756788 | landlord | |
| | Tech Mgr | Mxxxx | 1234567 | | 3577773 | landlord | |
| | Prop Officer | Mr Cxxxx | 1234567 | 1234567 | 357257374 | | |
| | Ass't Customer Ser Mgr | Mxxxx | 1234567 | 1234567 | 468888 | | wertwertert |
| | Ass't Tech Mgr | Mr xxxxx | 1234569 | 1234567 | 45668856 | | |
| xxxxx Design Ltd | Design | Mxxx | 12312313 | 12312313 | 37909625 | | |
| | | Mxxx | 123456 | 123456 | 37909625 | | wertsert |
| xxxx Contruction Ltd | Main Builder | Rxxxxxx | 445445 | 12312313 | 3747557 | | |
| | | Kxxx | 65468321 | 123456 | 357577577 | | wertert |
| xxx Hong Ltd | MVAC | Mxxx | 465312 | 12312313 | 54635473 | | |
| | | Mr Cxxx | | 123456 | | | |
| xxx FS Co Ltd | Fire Services | Mxxxx | 4516516 | 12312313 | 3577698756 | sprinklers and alights | |
| | | Mr xx | 2907 9393 | 123456 | 256347375 | | wertertr |
| xxxx Eng Co | Electrical | Simxxxx | 556651123 | 12312313 | 46856548 | | |
| | | | | | | | twter |
| xxxx eng co | P&D | Jxxxx | 5423452 | 34564534 | 456845688 | | |
| | IT Service Providers | | | | | | |
| HK Communications | | Rxxxx | | 34566546 | | Tel System, Cat3&5 cabl | wertt |
| HCBN | | Ms Cxxxx | 1465214 | | | signal cable | |
| xxxx | Carpet | Mr Jxxxxx | 1254856 | 4787678 | 4568885 | | jack@elex.com.hk |
| xxxxx | System Furniture | Mr Wxxxx | 2516325 | 8767899 | 56745688 | | wilson.wu@lamax.com.hk |
| xxx & Security | Security System | Mr Shxxxxx | 2145846 | 95876678 | 78699799 | | sleung@tycoint.com |
| xxxxx | Water cooler and Zipboiler | Mr gdfgg | 2151 3088 | 578679899 | 4656858 | | chris@pure-tech.com |
| xxxx | AV (TV and Projector) | | | | | | |

*Fig. 1.4 Sample of a Project Contact List*

**Quality, Time and Cost**

Every interior design project has its own constraints in terms of time, quality and costs. Time constraint refers to the amount of time available to complete a project. Cost constraint refers to the budgeted amount available for the project. Quality constraint refers to what must be done in order to produce the project's end results. The three are often competing constraints and the project manager must determine which is the prevailing one.

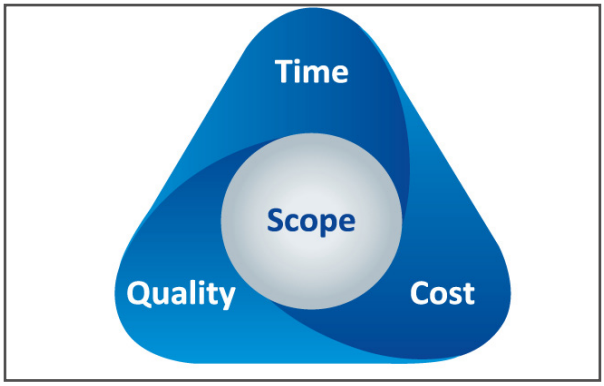



*Fig. 1.5*

- If time is prevailing, quality is expected to be lower and the cost is higher. (Time-Driven Project)
- If cost is prevailing, quality is expected to be lower and the time is longer. (Cost-Driven Project)
- If quality is prevailing, time is expected to be longer and the cost is higher. (Quality-Driven Project)

**Qualities of a project's PM**

The Project Managers should have adequate knowledge of the interior design profession and experience in how projects are run. They must be legitimate leaders that team members can look up to, or otherwise they will quickly lose the respect of those working under them.

PMs should also have a certain level of knowledge of various trades---they need not be experts in every field, but they should be open minded and listen to people from other trades, be humble and be ready to learn from others.

The more PMs know about the overall project scope and have a good level of understanding of the various trades of work, the higher will be their problem-solving ability and the smoother the project processes will be.

Good PMs realize their own strengths and weaknesses so that they can allocate tasks to other team members and thus complement their own weaknesses. On the other hand, if the skill sets of some project managers are very wide, they are liable to be involving deeply in everything themselves and forget about delegation.

PMs should have good networking skills too---sometimes problems can be resolved with just a phone call to the right person. They must also be good communicators and be able to communicate verbally, in writing and it's best if they are able to draw.

A major part of a PM's work is risk management. This means identification and assessment of risks and taking steps to minimize the chance of unfortunate events occurring. These include:

- Reducing the chance of breaching the laws or house rules of a commercial building;
- Reducing the chance of not meeting the programme schedule;
- Reducing the chance of the project and different parts of it being over-budget;
- Reducing the chance of specifying inappropriate materials;
- Reduce the chance of complaints by client.

**Project Description**: The project is a relatively simple restaurant project with the client directly employing the necessary parties without undergoing the tender process.

**Project Duration**: The client first employed a license consultant in order to identify whether the site is legally feasible to be used as a restaurant. He then engaged an interior designer in April 2016. Site work commenced in early June and was completed before end of Aug 2016. Provisional License was issued by the FEHD in July 2016 and the full license was issued in January 2017.

Involved Parties:

- Client: The restaurant's manager, the cook and their in-house graphic designer
- Interior Design consultant
- Main contractor (demolition, mason, ceiling, carpenter, signage etc., and all the M&E contractors (HVAC, P/D,FS, Electrical)
- License Consultant who dealt with FEHD (Food and Environment Hygiene Department) and the other government officials on behalf of the client
- FEHD, BD (Building Department) and FSD (Fire Services Department)
- IT and AV consultant and supplier (projector, digital display)
- POS supplier (POS stands for Point of Sales)
- Kitchen consultant and supplier
- Loose Furniture, lighting, sanitary fitment suppliers
- PCCW, the Internet Service Provider
- TGC (Town Gas)

Even though this is a relatively small and simple project that did not undergo a time-consuming tender process, there were quite a number of parties involved. In addition, aside from the main contractor, there were many other subcontractors who took part in the project.

*Fig. 1.6*

*Fig. 1.7*

# CHAPTER 2

## Project Stages
## By Ming Cheu

An interior design project can be divided into different stages, including:

**Brief taking or the RFP (Request for Proposal) stage**
This can be a written statement from the client on the nature and scope of the project. However, it may be the case that clients only have a general idea about the project, and it is up to the design team to find out the client's needs in detail and to set the parameters for the formation of a brief from which the project may follow. A well-written brief will enable effective project planning and identifying the participating parties.

**Site measurements/Visit**
The design team may have the opportunity to inspect the site or even gather some site data such as the dimensions and gross floor area, key provided M&E services and views from different locations of the site. This is an important step which should not be overlooked.

**Confirmation of a Service Agreement/Design Consultancy Agreement**
The designer is to provide a services agreement/contract to the client for review and confirmation. (an example of a design services contract will be discussed in Chapter 6 and an example of a design consultancy agreement is included in the appendix of this book.)

**Preliminary design proposal**
The interior designer is to provide a preliminary design proposal outlining the use of space of the premises, conceptual design idea(s) and the use of material to meet the needs of the clients. At this stage, an AP[1] (Authorized Person) may be consulted, and the preliminary design proposal incorporates his/her comments regarding the project's compliance with building ordinance and other legal requirements.

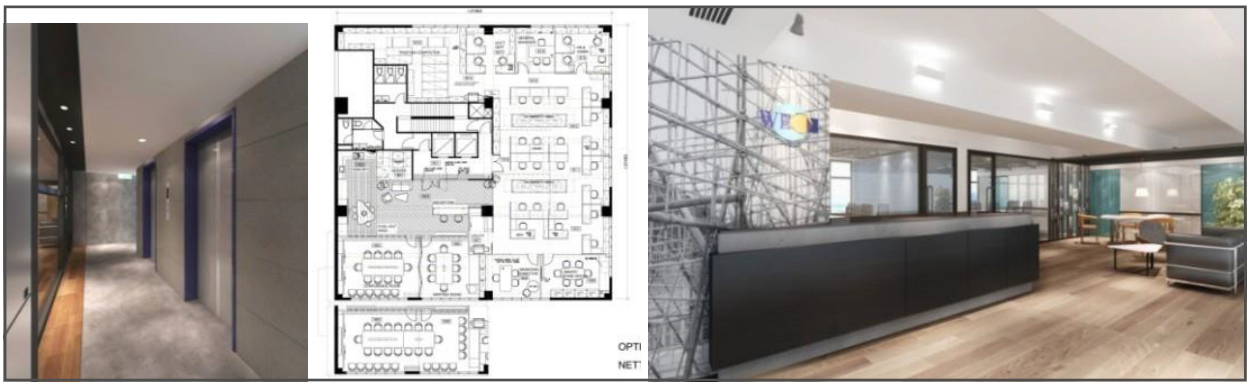
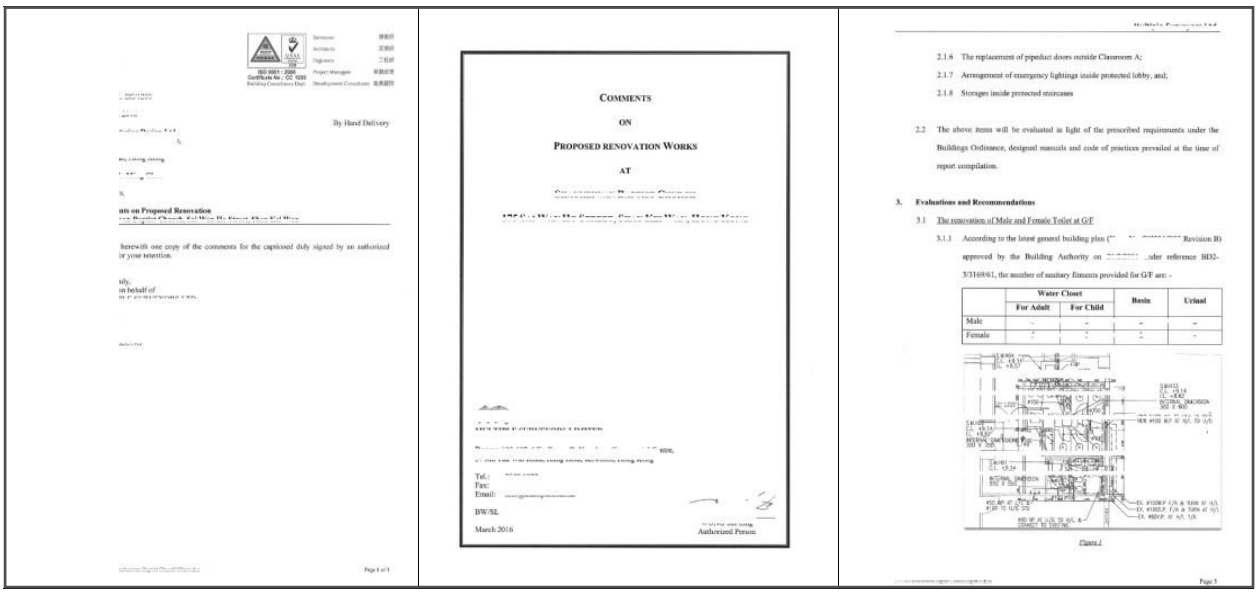


*Fig. 2.1 Sample of a proposed layout plan and renderings of a proposed design.*

## Design development stage

At this stage, there will be intensive communication between the designer and client to ensure the design is both aesthetically and practically feasible. Comments from the AP will be continuously sought.



By Hand Delivery

herewith one copy of the comments for the captioned duly signed by an authorized
r your retention.

COMMENTS

ON

PROPOSED RENOVATION WORKS

AT

Tel.:
Fax:
Email:

BW/SL

March 2016

Authorized Person

2.1.6 The replacement of pipedact doors outside Classroom A;

2.1.7 Arrangement of emergency lightings inside protected lobby, and;

2.1.8 Storages inside protected staircases

2.2 The above items will be evaluated in light of the prescribed requirements under the Buildings Ordinance, designed manuals and code of practices prevailed at the time of report compilation.

3. Evaluations and Recommendations

3.1 The renovation of Male and Female Toilet at G/F

3.1.1 According to the latest general building plan (Revision B) approved by the Building Authority on ..der reference BD2-3/3169/61, the number of sanitary fitments provided for G/F are: -

| | Water Closet | | Basin | Urinal |
|---|---|---|---|---|
| | For Adult | For Child | | |
| Male | - | - | - | - |
| Female | - | - | - | - |

Figure 1

*Fig. 2.2 Sample of a report from an AP employed by the interior designer.*

## Design confirmation stage

The client approves all aspects of the design.

## Drawing Submission to Authorities/Building Management

Depending on the types of project, some building works, such as structural alterations, require approval from relevant government departments and the process is to be handled by the APs. This process can take several months, and therefore appropriate time should be allotted for the process. For commercial buildings/shopping centres, submission of design drawings to the building's management office is necessary for their approval. For example, if a shop is located in a shopping centre managed by The Link, the latter will need to vet and approve the design submitted by the designer prior to construction commencement.

領匯 The Link

FITTING OUT MANAGEMENT-Design Submission (LCDS-02-v1)

The Link Management Limited 領匯管理有限公司

PAGE: 1 of 1

Received By: Ref.:

| | | | |
|---|---|---|---|
| BRAND | | PREMISES | Sh |
| TRADE | General Retail | WORKS | New Shop (DOC: 10/11/2014) |

| DISTRIBUTION | | | | | | | |
|---|---|---|---|---|---|---|---|
| DISTRICT | HKG | CLUSTER | - | AEIP | A+P | TOP 20T | - |
| ATTENTION | | | | TEL | 2175 1909 | | |
| COPY TO | | | | | | | |

| TENANT INFO | | | |
|---|---|---|---|
| TENANT | | DESIGNER | |
| CONTACT | | CONTACT | |
| TEL | | TEL | |
| FAX | | FAX | |
| EMAIL | | EMAIL | |

SUBMISSION CHECKLIST

| No. | ITEMS | SUBMITTED [ V ] | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | DATE OF SUBMISSION (MM/DD) | 10/24 | | | | | | | |
| 1 | Floor Plan / 平面圖 | v | | | | | | | |
| 2 | Ceiling Plan / 天花圖 | v | | | | | | | |
| 3 | Shopfront Elevation / 舖面立面圖 | v | | | | | | | |
| 4 | Interior Elevation (4 Sides) / 室內立面圖 (4 面) | v | | | | | | | |
| 5 | Perspective Drawing / 透視圖 | v | | | | | | | |
| 6 | Details / 大樣圖 | | | | | | | | |
| 7 | Sample Board / 材料樣板 | | | | | | | | |
| 8 | Logo, Signage Artwork / 店舖商標設計 | | | | | | | | |
| 9 | Reference Photo / 參考相片 | | | | | | | | |
| 10 | Hoarding Graphic / 工程圍板 | v | | | | | | | |

FIT-OUT COMMENTS

| DATE OF IN | COMMENTS | DATE OF OUT |
|---|---|---|
| 2014/10/24 | Please revise and submit full set of submission details refer to the comments as indicated on the attached and Fit-out handbook for further comment and approval.<br>❖ *Tenant should submit all revised drawings and outstanding items as mentioned above within 5 days upon receipt of this submission comment. Any installation should be subject to prior approval by Landlord. Tenant will be requested to dismantle any installation made without landlord's approval.* | 2014/10/28 |

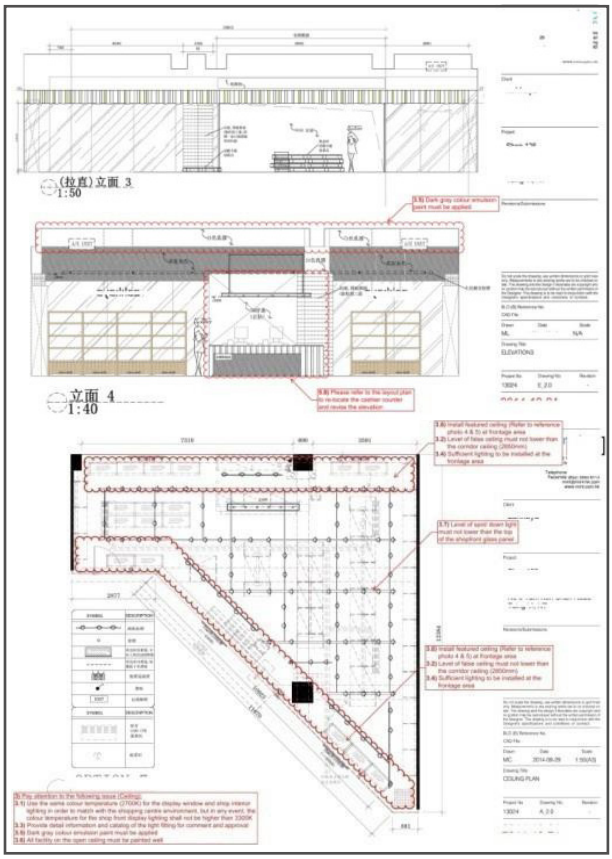


*Fig. 2.3-4 Sample of fitting out comments from The Link.*

**Early Procurement of long lead items**
Some materials (such as furniture produced overseas that need to be shipped to Hong Kong) require long lead times and should be procured earlier than site commencement.

**Tender Management**
The Project's PM is in charge of the tender process. An Expression of Interest **(EOI)** letter will be solicited from qualified contractors, and a **Tender invitation** will be sent out at appropriate stage along with the **Tender drawings and Tender Documents.**

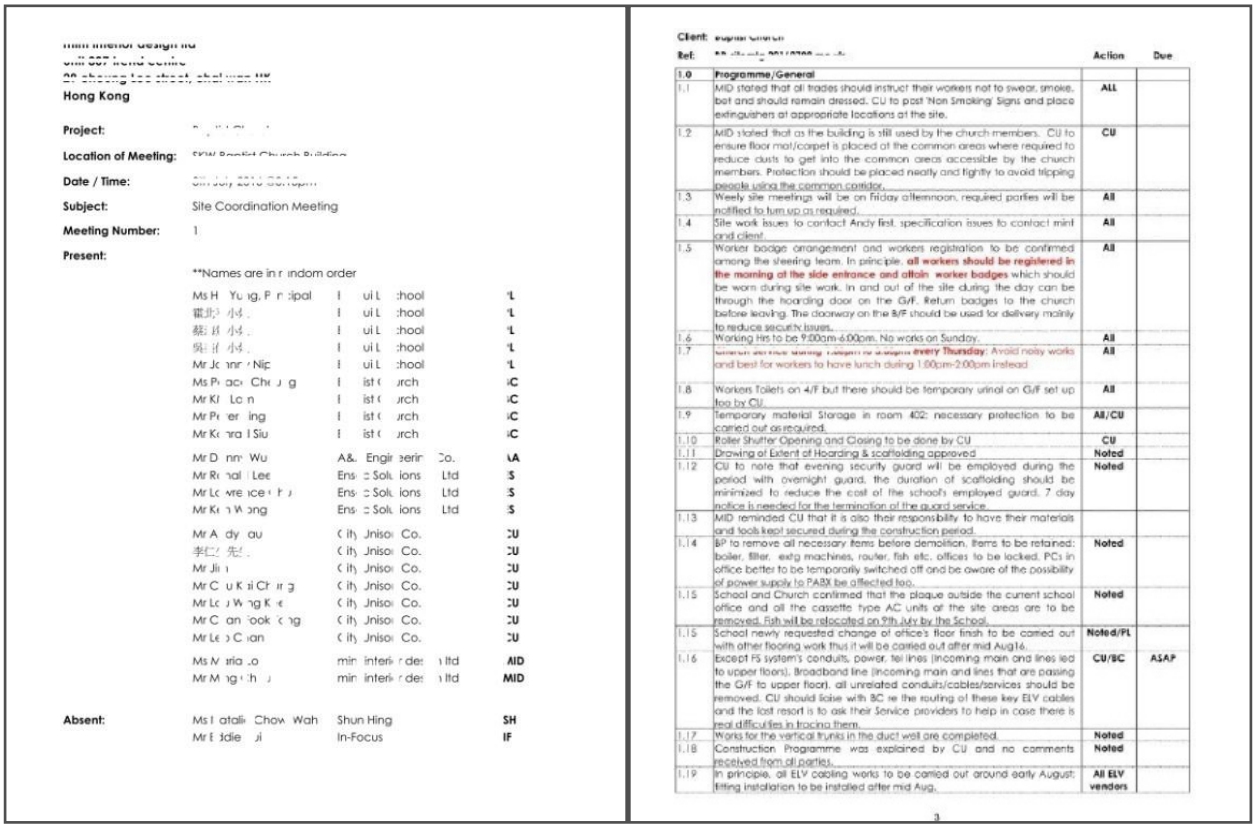
Drawings and tender documents will be prepared. Tender Drawings and Material Specifications are provided by the design consultant but the Tender Document will be prepared by the Project's PM.

After reviewing the tender submissions, a **Letter of Award** will be sent to the selected contractor.

(Tender Management will be further discussed in Chapter 3: Project Delivery Methods and Chapter 4: Elements in Tender Document)

**Construction Management**

During the construction stage, the PM will make regular visits to the site to monitor the progress of the project and the interior designer will attend **site meetings** as required. Regular site meetings will be conducted by the PM with the preparation of **site minutes** to facilitate follow-up works by different parties. Other typical construction management documents that are adopted for managing a construction work are **AI (Architect's Instruction)/DI (Designer's Instruction), Certificate of Payment** etc.


Hong Kong

Project:

Location of Meeting:

Date / Time:

Subject: Site Coordination Meeting

Meeting Number: 1

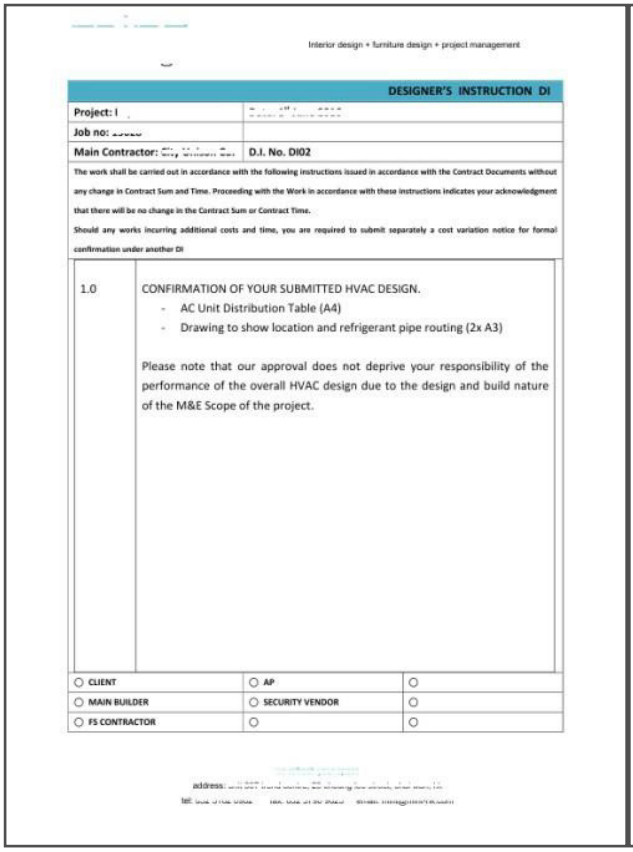
Present:

**Names are in random order

Absent:

| Ref: | | Action | Due |
|---|---|---|---|
| 1.0 | Programme/General | | |
| 1.1 | MID stated that all trades should instruct their workers not to swear, smoke, bet and should remain dressed. CU to post 'Non Smoking' Signs and place extinguishers at appropriate locations at the site. | ALL | |
| 1.2 | MID stated that as the building is still used by the church members. CU to ensure floor mat/carpet is placed at the common areas where required to reduce dusts to get into the common areas accessible by the church members. Protection should be placed neatly and tightly to avoid tripping people using the common corridor. | CU | |
| 1.3 | Weekly site meetings will be on Friday afternoon, required parties will be notified to turn up as required. | All | |
| 1.4 | Site work issues to contact Andy first, specification issues to contact mint and client. | All | |
| 1.5 | Worker badge arrangement and workers registration to be confirmed among the steering team. In principle, **all workers should be registered in the morning at the side entrance and attain worker badges** which should be worn during site work. In and out of the site during the day can be through the hoarding door on the G/F. Return badges to the church before leaving. The doorway on the B/F should be used for delivery mainly to reduce security issues. | All | |
| 1.6 | Working Hrs to be 9:00am-6:00pm. No works on Sunday. | All | |
| 1.7 | **every Thursday**: Avoid noisy works and best for workers to have lunch during 1:00pm-2:00pm instead. | All | |
| 1.8 | Workers Toilets on 4/F but there should be temporary urinal on G/F set up too by CU. | All | |
| 1.9 | Temporary material Storage in room 402: necessary protection to be carried out as required. | All/CU | |
| 1.10 | Roller Shutter Opening and Closing to be done by CU | CU | |
| 1.11 | Drawing of Extent of Hoarding & scaffolding approved | Noted | |
| 1.12 | CU to note that evening security guard will be employed during the period with overnight guard, the duration of scaffolding should be minimized to reduce the cost of the school's employed guard. 7 day notice is needed for the termination of the guard service. | Noted | |
| 1.13 | MID reminded CU that it is also their responsibility to have their materials and tools kept secured during the construction period. | | |
| 1.14 | B/P to remove all necessary items before demolition, items to be retained: boiler, filter, extg machines, router, fish etc. offices to be locked. PCs in office better to be temporarily switched off and be aware of the possibility of power supply to PABX be affected too. | Noted | |
| 1.15 | School and Church confirmed that the plaque outside the current school office and all the cassette type AC units of the site areas are to be removed. Fish will be relocated on 9th July by the School. | Noted | |
| 1.15 | School newly requested change of office's floor finish to be carried out with other flooring work thus it will be carried out after mid Aug16. | Noted/PL | |
| 1.16 | Except FS system's conduits, power, tel lines (incoming main and lines led to upper floors), Broadband line (incoming main and lines that are passing the G/F to upper floor), all unrelated conduits/cables/services should be removed. CU should liaise with BC re the routing of these key ELV cables and the last resort is to ask their Service providers to help in case there is real difficulties in tracing them. | CU/BC | ASAP |
| 1.17 | Works for the vertical trunks in the duct wall are completed. | Noted | |
| 1.18 | Construction Programme was explained by CU and no comments received from all parties. | Noted | |
| 1.19 | In principle, all ELV cabling works to be carried out around early August; fitting installation to be installed after mid Aug. | All ELV vendors | |

*Fig. 2.5 Sample of a Site meeting minute*



Interior design + furniture design + project management

**DESIGNER'S INSTRUCTION DI**

| | |
|---|---|
| **Project:** I | |
| **Job no:** | |
| **Main Contractor:** | **D.I. No. DI02** |

The work shall be carried out in accordance with the following instructions issued in accordance with the Contract Documents without any change in Contract Sum and Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

Should any works incurring additional costs and time, you are required to submit separately a cost variation notice for formal confirmation under another DI

| | |
|---|---|
| 1.0 | CONFIRMATION OF YOUR SUBMITTED HVAC DESIGN.<br>- AC Unit Distribution Table (A4)<br>- Drawing to show location and refrigerant pipe routing (2x A3)<br><br>Please note that our approval does not deprive your responsibility of the performance of the overall HVAC design due to the design and build nature of the M&E Scope of the project. |

| | | |
|---|---|---|
| ○ CLIENT | ○ AP | ○ |
| ○ MAIN BUILDER | ○ SECURITY VENDOR | ○ |
| ○ FS CONTRACTOR | ○ | ○ |

address:

tel:

*Fig. 2.6 Sample of a DI*

Interior design + furniture design + project management

**INTERIM PAYMENT CERTIFICATE**

| | |
|---|---|
| **Employer:** | **Job no:** |
| **Employer's Address:** | **Certificate No.:** CU-01 |
| **Main Contractor:** | **Contract Description:** |
| **Contractor's Address:** | The Renovation Works of G/F and Basement Floor at |
| **Contract Ref.:** 007L-BC-LoA-20160513 | **Date of Invoice:** |
| **Commencement Date:** | **Date of Certificate:** |
| **Completion Date:** | **Due Date for payment:** |

**This Interim Payment Certificate is issued under the terms of the above-mentioned Contract**

| | | HK$ |
|---|---|---|
| **A.** Total value of Works carried out in accordance with the Contract (10% of Contract Sum of | | |
| **B.** Less Retention: Nil | | 0.00 |
| **C.** | Sub Total: | |
| **D.** Less amount previously certified : Nil | | 0.00 |
| **E. Net amount for payment** | | |

I/We hereby certify that the **amount of interim payment** to be made by the Employer to the Contractor is:

**Signed By:**

Distribution ☐ *Employer*
☐ *Main Contractor*

address:

tel:

*Fig. 2.7 Sample of a Payment Certificate*

## Handover

The handover of the site to the client takes place once the PM has confirmed that the works defined in the contract are complete. The PM can then issue a **Certificate of Completion/Substantial Completion** to the Contractor signifying that the project items are all delivered (even though some items may be defective) and the client can move in. Yet, defects can be found either by the PM/ designer or the client after the client has moved into the premises, and these defects will be recorded in the document called **Defect List** and the contractors are duty-bound to have the defects rectified. The Defect List will be updated regularly (say weekly) with a joint inspection between the PM and the contractor until the defects are satisfactorily rectified. At the end of the Defect Liability Period **(DLP)**, A **Final Certificate** will be issued to the contractor marking the total completion of the project.

Page 1

| Defect List | | Status | Action | Due | Completion/ Remarks |
|---|---|---|---|---|---|
| 1.0 | General | | | | |
| 1.1 | **A lot of finishes junctions are to be made good** | D | FC | | **You are expected to look closely to the junctions and take the initiative to make good them** |
| 1.2 | A lot of cleaning work required to be refined. | D | FC | | |
| 1.3 | A lot of new pendant lights have become dirty and dusty | D | FC | | |
| 1.4 | Refine ceiling/m&e services paint work to the office | D | FC | | |
| 1.5 | Adjust alignment of installed light fittings | D | FC | | |
| 1.6 | Check if the function of the ventilation system for the condenser area works including the current extract's air flow direction is desirable | D | FC | | |
| 1.7 | Water leaking issue of the building near the pantry area | O | FC | | Please update us how BMO has responded |
| 1.8 | Assist client to move old cabinets and removal of the old cabinets | O | FC/WL | | You are required to liaise with Yon directly |
| 1.9 | Cleaning of the acrylic dividers within workstations | D | FC | | |
| 1.10 | Remove paint on the light fittings (eg the spots in front of the unit in the conference room) | D | FC | | |
| 1.11 | Refine cement floor under carpet tiles | D | FC | | |
| | | | | | |
| | | | | | |
| 2.0 | General Outstanding/ Ready for installation | | | | |
| 2.1 | Installation of pendant above table at break-out area | O | All | | |
| 2.2 | Sofa/ Armchair/break out area chairs/ Floor light | O | MID/WL | | |
| 2.3 | Purchase flip up power outlets for the Drawing tables | O | MID/WL | | |
| 2.4 | Installation of table tops as the drawing bench | O | MID/WL | | |
| 2.5 | Installation of blinds | O | MID/WL | 4-Sep | |
| 2.6 | Assist client to install Bills and other certs etc | O | MID/WL | | WL to reply if they can be placed separately in the utility areas |
| | | | | | |
| | | | | | |
| 3.0 | Lobby | | | | |
| 3.1 | Paint Lift frame in Wecon's corporate navy blue as requested originally | O | FC | 7-Sep | |
| 3.2 | Apply extra/reinforce lacquer to the iron finish to avoid rusting in this relatively humid area | D | FC | 7-Sep | |
| 3.3 | Refine junction between wall finish and the old door frames | D | FC | | **Client wants the wall colour to be in darker grey. discussion needed** |
| 3.4 | Apply frosted film to the old glass door | O | MID/FC | | MID suggests leaving 250mm clear below and above door rails |
| 3.5 | Floor finish and wall finishes to be cleaned/refined | D | FC | | **Client wants the wall colour to be in darker grey. discussion needed** |
| 3.6 | Smudged silicones of fire rated doors/partitions to be refined | D | FC | | |
| 3.7 | There are scratched glass panels on the fire rated glass, trust they are scratched during the phasing work | D | FC | | |
| 3.8 | Refine/reinforce paint and lacquer finish on door pulls | D | FC | | |
| 3.20 | Installation of silkscreened company names on the metal frame | O | FC | | be reminded the lacquer surface finish is to be reinforced to reduce rusting effect. **be reminded of the consistency of the lustre level** |
| | | | | | |

Legend :
O. Outstanding item
D. Defect
A. Additional item A*. Additional item - quotation to be approved

Page 3

| Defect List | | Status | Action | Due | Completion/ Remarks |
|---|---|---|---|---|---|
| 6.6 | Missing 'snakes' for the drawing bench | O | [illegible] | | |
| 6.7 | Refine edges of custom made unit next to big copier next to the storage area | D | FC | | |
| 6.8 | Paint the exposed galvanized steel of the fresh air system's return air louvre within the office area | D | FC | | |
| 6.9 | Add 10mmx10mm iron L-protection corners of the painted pillars (2 locations near chairs) | A | FC | | |
| | | | | | |
| 7.0 | Internal Offices | | | | |
| 7.1 | Missing socket in HR's office 1818 above cabinet | D | FC | | |
| 7.2 | Touch up junction between internal window frame and wall | D | FC | | |
| 7.3 | Change fluo light under hanging units to tubes in 4000K | D | FC | | |
| 7.4 | Check level of the new hanging unit's doors | D | FC | | some doors look dipped |
| 7.5 | Sumdged silocone application between glass and frame(1808,1809) | D | FC | | |
| 7.6 | Make good junction of frame and latch and strike plates | D | FC | | |
| 7.7 | Why is there a need to split the wall covering on the wall between the reception corridor and the old fire doors. The wall area of the wall is also not quite even/level | D | FC | | |
| | | | | | |
| | | | | | |
| | | | | | |

Legend :
O. Outstanding item
D. Defect
A. Additional item A*. Additional item - quotation to be approved

Issued: 16/7/2017

*Fig. 2.8 Sample of Defect List*

Interior design + furniture design + project management

Our ref.: [illegible]

(Email & Post)

[illegible] Company
[illegible] Bldg.
North Point, Hong Kong.
Attn.: [illegible]

**Certificate of Substantial Completion**

**Project** : Renovation Works at the [illegible]

**Contractor** : [illegible]
**Contract Commencement Date** : [illegible]
**Contract Completion Date** : [illegible]
**Date of Substantial Completion** : [illegible]
**Commencement of Defects Liability Period** : [illegible]
**Expiry of Defects Liability Period** : [illegible]

In accordance with the Conditions of Contract it is confirmed that, with the exception of the outstanding works recorded in the Handover List and Defect & Outstanding Item List , the Contractor has complied with all requirements for Substantial Completion on [illegible].

Interior design + furniture design + project management

For any queries, please do not hesitate to contact the undersigned at [illegible]

Yours faithfully,

[illegible]

Project Director

Encl:
1. Appendix I- BC_Handover Checklist 20161020;
2. Appendix II- BC_Defect and Outstanding Item List 20161020

cc. [illegible]

*Fig. 2.9 Sample of a Completion Certificate*

# CHAPTER 3

## Project Delivery Methods
## By Ming Cheu

The choice of the delivery method has a significant impact on cost, risks (including legal risks), and the overall schedule. The sections below describe the most commonly used types of project delivery methods for interior design projects.

**A. Design Consultancy**

In design consultancy projects, the employer or client hires an interior design firm to come up with the design, and then invite several contractors to bid/tender for the building part (managed by the PM, a contract administrator). This type of project delivery is also called traditional tendering.

In traditional tendering, there is a clear separation between the design and construction processes, requiring the designer to come up with a design up to a level, and then allowing different contractors to price (bid) for the construction works. This type of tendering process is most often used in the architectural/ building industry and large-scale interior fitting out projects.

In the tender stage of a design consultancy project, typically the contractor with the lowest bid wins the tender, although contractors' past experience can also be taken into consideration. For example, a scoring system can be set in which 75% of the score is based on bid price and 25% on the contractors' track record, in which case the contractor with the lowest bid price may not automatically win the tender.

Large-scale projects such as shopping centres, government projects and projects with multiple stakeholders such as churches or public institutions are more likely to undergo traditional tendering process. For projects involving a considerable amount of technical expertise, selecting contractors who are capable of providing feasible technical proposals is a key factor. In such cases, a two-envelope tendering system may be adopted, in which the first envelope containing the technical proposal is opened first. If the proposal does not meet the requirements stated in the conditions of tender, the second envelope (the price envelope) will not be opened and this candidate will not be considered.

In traditional tendering projects, the employer will sign an agreement with the contractor who won the tender, and this agreement is bound under a building contract which is administered by the PM, which clearly defines roles and responsibilities of the different participating parties. Elements in a tendering document (a building contract) are to be discussed in Chapter 4.

**Pros and Cons of Design Consultancy**

**Pros**

- Employer can have a clearer picture of the final design prior to construction. Transparent project costs (project costs are normally reflected in the SORs or BQs in details).
- Better quality control by both the employer and the PM/architect/design consultant.
- Allows the possibility of the construction work to be built at reasonably low price due to the tendering process, which is open and fair, avoiding the possibility of bribery and nepotism, and is therefore widely used in public projects.

**Cons**

- Since lowest bid wins the project, quality of construction is at risk.
- Long pre-contract preparation time.
- Higher chance of having conflicts among the PM, various consultants and contractors, thus affecting the smoothness of the project.
- Design liability rests on the design consultant.
- More administrative work for the employer and the design consultant.
- Higher consultancy fees (yet based on the same design, the construction cost can be lower than design and build projects).
- Higher chance of Extension of Time (EOT) and prolongation costs.
- High potential for project cost increases due to conflicts between the design documents and the constructability of the project.

*Fig. 3.1*

**Project Background**: The Church's Coordination team had internal discussions regarding the project's design direction for over a year, and found that without seeking help from professionals, there was no way they could find an adequate solution. The project involved modifying the toilet, requiring possible BD submission (in the end, only minor work submission was needed). The team also wanted the whole process to be fair and open; they decided to employ an interior design firm under a design consultancy contract, which was required to follow through the project from concept development, tender management to project coordination. In order to ensure that the fit-out abide by building law, the design company partnered with a building surveyor to execute the project.

**Key design areas**: Entrance lobby, kindergarten classrooms and office. Modification of both adult and pupil toilets; alterations for the basement's activity area and all the adjoining common areas.

**Project Description**: The interior design firm was engaged in December of 2015 and the design development phase took a few months, including the preparation of tender documents and tender drawings as well as all the material specifications. In mid-March 2016, tender invitations were sent out to eight contractors, and eventually three were shortlisted. The winning contractor was selected because of their bid price as well as previous experience with school projects.

Although the actual site work could only commence in July 2016, most of the critical site dimensions had been measured and all materials and most carpentry shop drawings had been approved before the site take-over date, allowing the project to be completed by August 2016. The school term was not affected by the construction even though the contractor was offered a few days of EOT (Extension of Time) to complete some extra works as well as delays due to adverse weather conditions.

The project's cost variation at the end is less than 5% even though extra requested works were carried out. The thorough and comprehensive SOR (Schedule of Rates) formulated in the Tender Document had helped to limit claims from the contractor.

**Involved Parties:**

- Client: The coordination team consisted of over 10 members (including church members and the kindergarten principal).
- Interior design consultant partnered with a building surveyor (AP)
- Main contractor with Class 2 Minor Work qualification; demolition, mason, ceiling, carpentry, signage and M&E works (HVAC, P/D, Electrical) were under his contract. The building contract required the main contractor to design and build the M&E services as this was not the designer's specialty.
- Fire Services Contractor
- Security Contractor
- IT and AV consultant and supplier (their church member)
- Loose Furniture, lighting, sanitary fitting suppliers
- PABX (telephone system) contractor
- Internet Service Provider

**Methods of Choosing Contractors to enter into a Tender Process**

Before the tender process, there was a need to identify the appropriate candidates. In the design consultancy project example listed above, 10 contractors were identified through recommendation from the coordination team and the interior designer, as well as searching through the Building Department's website. All 10 potential candidates indicated their willingness to bid through Expression of Interest (EOI) letters.

**1. Open Tendering**

- Invitation through advertisement in newspapers;
- For Government projects: Invitation through Gazette Notice (thus open), but limited to Building Department's registered list of contractors;
- Through an EOI and pre-qualification process.

**EOI (Expression of Interest)**

The project administrator would provide prospective tenderers with a brief description of the project information (client, project nature, project scope, location of the project, participating consultants, project sizes, project programme, type of contract etc.) Interested companies need to formally reply to the administrator if they are interested in the works, and then be provided with the Invitation to Tender along with the Tender information.

**Prequalification**

Other than passively receiving replies from prospective tenderers, the project administrator can also request prospective tenderers to submit their company information for the project team's/employer's consideration. Information that prospective tenderers can provide includes past project references, current and future workload, CV of key personnel, business registration, any records of conviction or litigation in t he past, financial capability, etc.

A list of registered professionals or approved contractors including Minor Works contractors can be found on the Building Department's website: http://www.bd.gov.hk/english/inform/index_ap.html

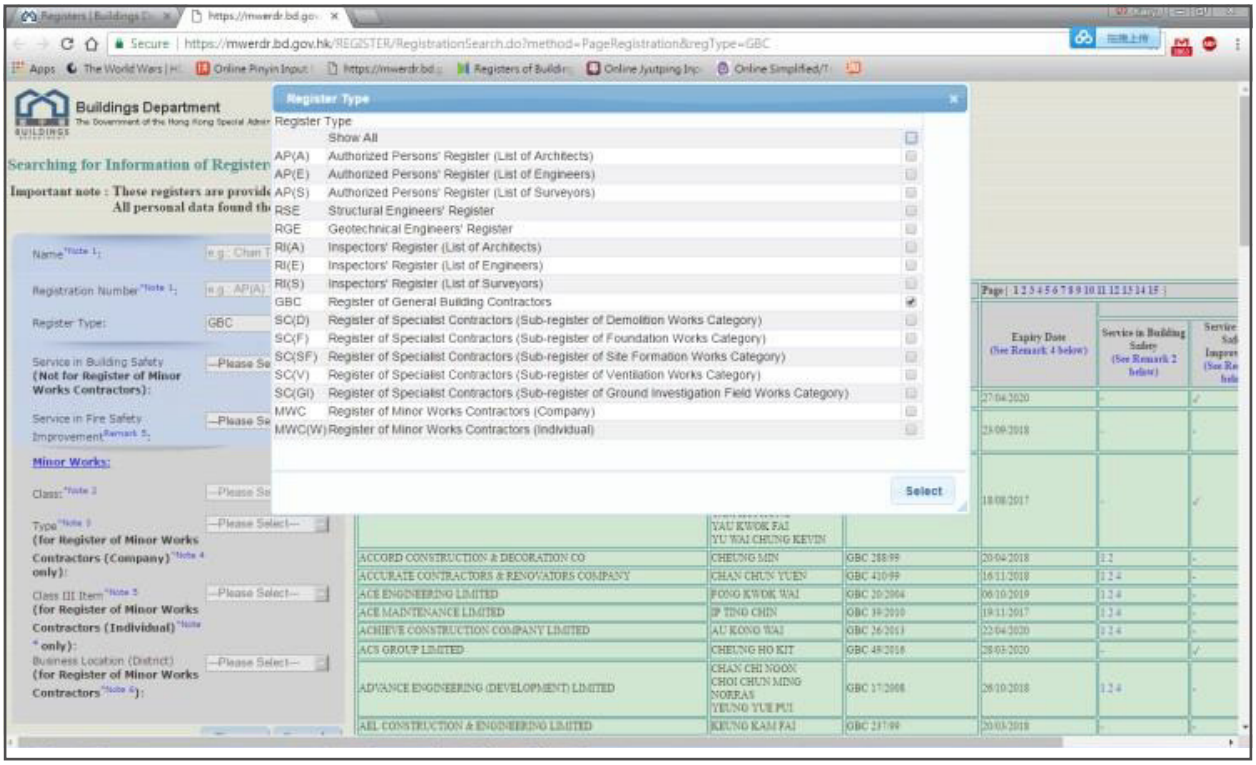



*Fig. 3.2 Minor Works contractors*

**2. Selective Tendering**

- Choose from the BD's approved list of tenderers;
- Recommendation from project team members/employer;
- Narrow down selection through an EOI and Pre-qualification process

**3. Negotiation with selected tenderers**

- More common in private companies/developers and smaller-scale projects;
- Selection based on past project relationship and understanding of the prices in the previous projects.

**Design and Build (DB)**

Most Hong Kong people are familiar with the Design and Build (DB) method of delivery. Employed in many small-scale residential and commercial projects, this method mainly involves the contractor or *sifu* (師傅), who is responsible for both the design and construction works. DB projects are typically small-scale or project that must be completed on a tight schedule.

In recent years, with the increase in coverage of interior design on TV and in other mass media, the public are more able to distinguish between the roles of interior designer and *sifu*. Yet for many clients, it is not difficult to understand why employing someone who is able to design as well as to build mean a more hassle-free process.

In a design and build project, the client hires a company or team under one contract to deliver the construction project from start to finish. Since the team is responsible for both the design and the construction components, pricing changes are expected to be kept to a minimum and are usually isolated only to instances in which unknown conditions or owner requests necessitate cost increases.

Design and build is typically used for construction projects in which the employer has clearly established their requirements prior to design. It can also be an appropriate method if schedule is tight, since it does not require the time spent on the tendering and procurement processes.

For clients who are not familiar with their own needs/direction at the onset, the risk of ending up with unsatisfactory design results and high cost variations will become greater with the design and build delivery method, due to insufficiency of time to clarify their needs and design directions when design and construction stages take place at the same time.

In addition, unscrupulous contractors may try to force high cost variations on clients during the construction phase. Many litigations between clients and design and build contractor/designers in residential interior fitting out projects are due to such cost variations.

**Pros and Cons of DB**

- More convenient for the client, less project/time input from the client and the designer-contractor is a single point of contact.
- Faster site work commencement (but does not necessarily mean shorter construction time).
- Firmer contract amount at the onset of the project (yet if the project requirements were not set clear enough, there are still opportunities for the DB contractor to claim costs that are higher than market rates).
- High 'buildability' design and detailing. Fewer disagreements between the designer and the contractor than in the traditional tendering process.
- Lower chance of Extensions of Time. Suitable for smaller scaled projects with low budget.
- Personnel in a DB company are commonly less art and design oriented than design consultancy companies.
- Possible lower design quality as the design process is briefer than traditional tendering method, and contractors tend to use the most cost-saving methods to ensure maximum profit.
- Clients can ask a few DB companies to bid for a project, yet they need to be knowledgeable in judging the differences in the designs.
- Can lead to uncontrolled budget increases due to unclear brief/requirements, and if the DB company is not able to properly lead the project.

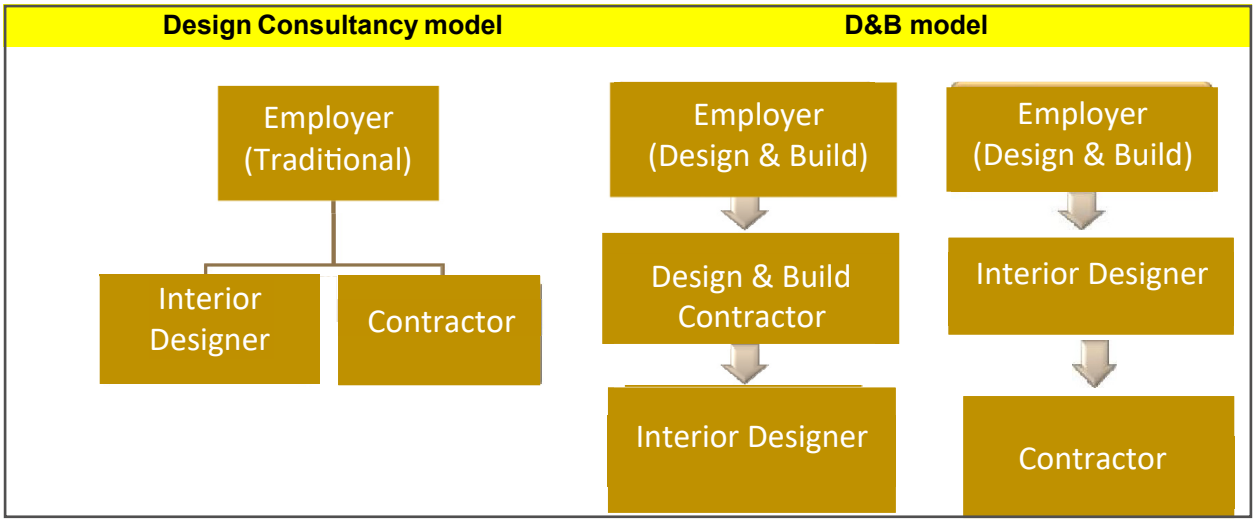



*Fig. 3.3*

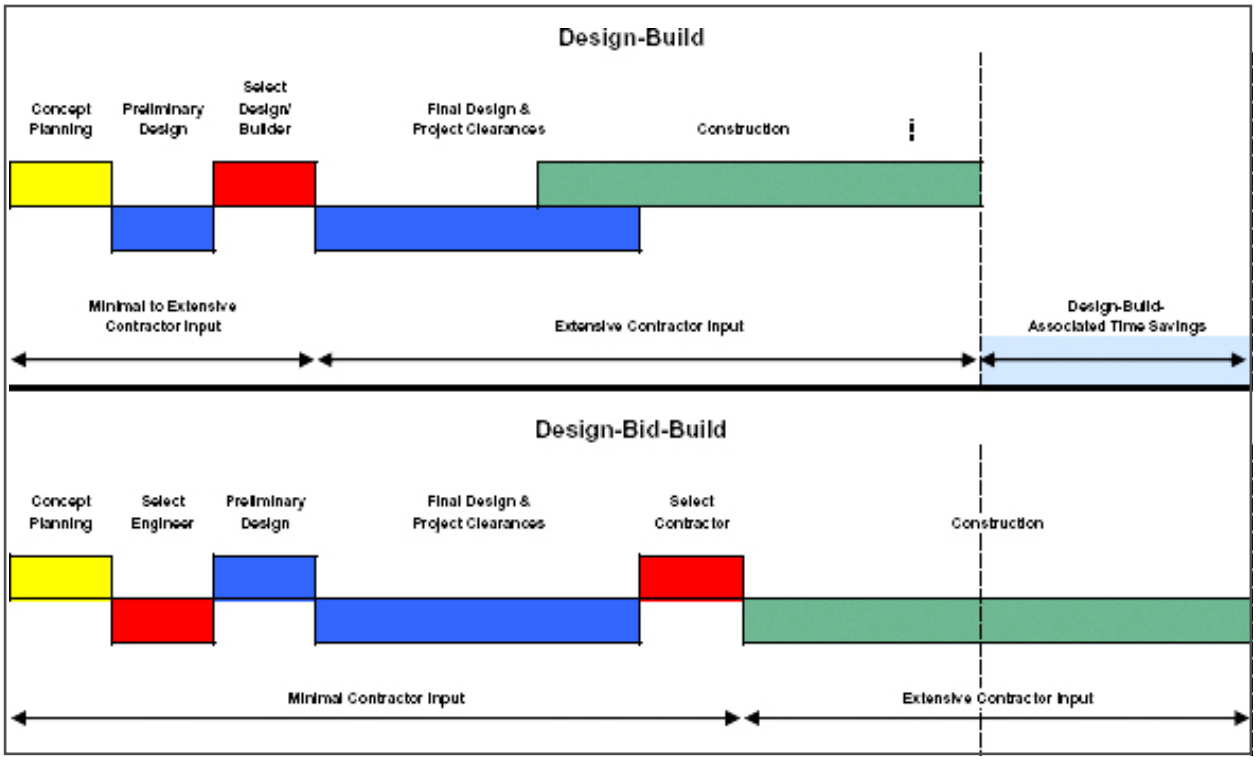



*Fig. 3.4 Difference in Work flow of DB and Design Consultanty processcs.*

In conclusion, having introduced the two main delivery methods for an interior design project, there are in fact no absolute rules as to how a project should be delivered.

Depending on the delivery method, the final outcome from both the practical and aesthetic angles may be different, while the level of protection to the various parties, the time schedule and personnel involvement can also vary. In the commercial market, it is possible that design companies or clients may adopt both methods for different parts of a project and simplify some of the above-mentioned procedures to fit the nature of the project in question.

# CHAPTER 4

## Elements in Tender Documents
## By Ming Cheu

Without the educational training that architects and quantity surveyors are equipped with, interior designers can rarely have exhaustive understanding of the concept of contract administration. Yet, they should at least have a basic grasp of the relevant professional concepts so that when they are engaged in projects requiring contract administration, their services can become more compatible with other parties.

A large part in the concept of contract administration is about tendering, as the whole procedure of a tender becomes part of a contract. A tender does not end at the tender documents and the drawings.

As discussed in the previous chapter, in a design consultancy project, interior designers may take part or even lead the tendering process in which a contractor is selected to construct the project. In this chapter, the elements that are commonly found in a Tender Document are introduced.

Tender documents for construction contracts usually comprise the following:

**1.** Instruction to Tenderers/Conditions of Tender (4-5 pages)
**2.** Form of Tender (4-5 pages)
**3.** Preliminaries & Specification
**4.** Special Conditions of Contract, Standard Form of Building Contract ("SFBC"), sometimes this section can be within Preliminaries and Specification

**Items 3 and 4 are the most lengthy section in tender documents. These 2 sections can easily make up to over hundred pages.*

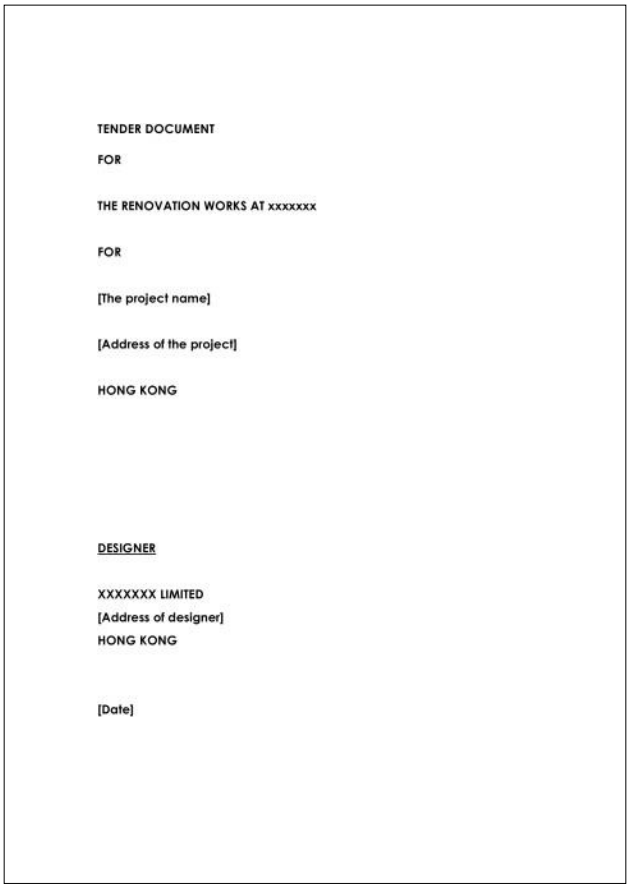
**5.** Schedule of Rates ("SOR")/Bills of Quantities ("BQ"), (The number of pages depends on the overall scope of work as well as how detailed it is written);
**6.** Summary of Tender (just 1-2 pages);
**7.** Drawing List/Schedule of Drawings (just 1-2 pages);
**8.** Appendix (e.g. fitting out guidelines, master programme, etc.);

**The above are normally bound into a booklet.*

**9.** Tender drawings (normally an individual set bound together as a booklet and can be one of the Appendix documents)

Also included in tender documents are the correspondences between the tenderer and the employer in the period between the receipt of tender documents and the signing of contract/Letter of Award (these communications are normally administered by the PM).

Examples of such correspondences are the enquiries and the replies regarding the tender documents, additional information provided by the tenderers, tender addendum and all the associated issues in the tender query process up to the stage of issuing the Letter of Award to the selected contractor (i.e. the successful tenderer).



TENDER DOCUMENT

FOR

THE RENOVATION WORKS AT xxxxxxx

FOR

[The project name]

[Address of the project]

HONG KONG

DESIGNER

XXXXXXX LIMITED
[Address of designer]
HONG KONG

[Date]

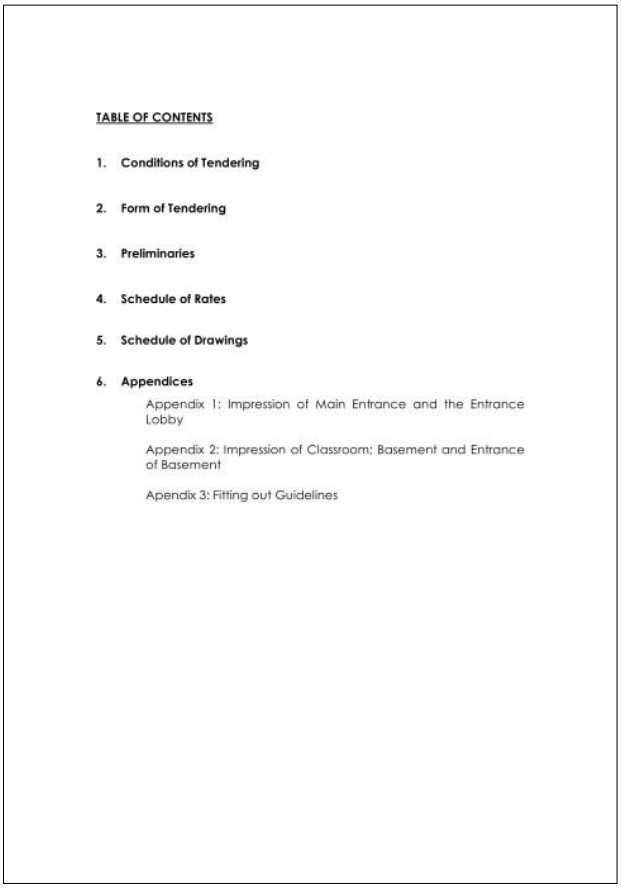


TABLE OF CONTENTS


1. Conditions of Tendering
2. Form of Tendering
3. Preliminaries
4. Schedule of Rates
5. Schedule of Drawings
6. Appendices
   - Appendix 1: Impression of Main Entrance and the Entrance Lobby
   - Appendix 2: Impression of Classroom; Basement and Entrance of Basement
   - Apendix 3: Fitting out Guidelines


*Fig. 4.1 Cover and Content page of a Tender*

**Introduction of the contents in a Tender Document**

- Instruction to Tenderers/Conditions of Tender:

Acting as an introduction of the project defining the nature of the tender and identifying of the client/ employer, this part of the tender document also contains the deadline for the tender submission, time of project completion, conditions that the successful or unsuccessful tenders should be abiding by etc. Normally this section is only 4 or 5 pages long.

- Form of Tender:

This is a standard pro-forma; the information filled up by the contractor forms an important part of the tender document as it is a formal reply/response to the Tender Invitation by the tenderers. If the tender is accepted by the employer, the Form of Tender will form an integral part of the contract documents. The tenderer is to include in this document information such as the submitted contract sum (which is read out in the Tender Opening process and recorded), company information, and the detailed terms that the awarded contractor would need to abide by, such as completion date, duration of liability period, liquidated damage (the pre- agreed compensation to the employer if there is a delay incurred by the contractor), agreement to the payment terms, etc. Typically, this document is 4 to 5 pages long.

- Preliminaries & Specifications:

This section contains definitions of the terms used in the tender document, information related to the project items site and construction such as programme, access of site, working hours, storage of materials, etc.

As it entails a lot of information, it can be divided into sections:

**Section A**--Preliminaries: Clauses related to the site, the tender and construction work like programme, access of site, obligations and restrictions etc.

**Section B and thereafter C, D, E**: they are associated with **Specifications**---the Quality Standards and Control of the construction work, Material & Craftsmanship quality (like meeting certain BS standards, etc.) This section is very lengthily and tedious, and if included in the tender document, this part can easily run over a hundred pages for an interior project.

In the chapter on specifications, an example of ASD's standard specification is introduced. This sectiond also containts the **Conditions of Contract:**

PRELIMINARIES

6.0 **CONDITIONS OF CONTRACT**

6.01 Form of Contract

"The Standard Conditions of Contract" means the Agreement & Schedule of Conditions of Building Contract for use in the Hong Kong Special Administrative Region, Private Edition – Without Quantities together with its Appendix and Schedules 2006 Edition issued under the sanction of the Hong Kong Institute of Architects, the Hong Kong Institute of Construction Managers and the Hong Kong Institute of Surveyors. The Standard Conditions of Contract may be purchased from the Secretariat Office of the Hong Kong Institute of Surveyors, Room 1205, 12/F, Wing On Centre,111 Connaught Road, Central, Hong Kong.

The Main Contractor should study the Standard Conditions of Contract with its Appendix in conjunction with the particulars to be inserted in the Appendix pursuant to Clause 6.02 of this Specification - Preliminaries and the amendments and additions made pursuant to Special Conditions of Contract.

6.02 Appendix to the Standard Conditions of Contract

The following particulars are inserted in the Appendix to the Standard Conditions of Contract:

| | Clause | |
|---|---|---|
| Time for submission of master programme | 3.1 | Within 7 days of acceptance of the Contractor's tender |
| Defects Liability Period | 17.3 | 6 months from Substantial Completion of the Works, a Section or a Relevant Part |
| Limit of indemnity to third party liability insurance against injury or death to any person | 21.2 | HK$xx,000 any one incident any one period |
| Limit of indemnity to third party liability insurance against injury or damage to real or personal property | 21.2 | |
| Insurance of the Works | 22.1 | |
| Percentage to cover professional fees | 22.2 | N/A |
| Date for Possession of the Site | 23.1 | Within 7 days of the Designer's written instructions |
| Commencement Date | 23.2 | Within 7 days of the Designer's written instruction |

The Renovation Works at G/F & Basement Floor of The xxxx xxxxxx
P/9

PRELIMINARIES

| | | |
|---|---|---|
| Completion Date | 23.2 | 47 calendar days from and including the Commencement Date and all weekends and Public Holidays |
| Liquidated and Ascertained Damages | 24.2 | at a Rate of HK$x,xxx/day |
| Period of Interim Certificates | 32.1 | The period of payment shall be within. 14 calendar days from the date of the certificate |
| Period of payment of Certificates | 32.1 | a) 10%- deposit after signing of Letter of Award & prior to commencement of works<br>b) 25%- 30days after possession of the site subject to completion of the works by the Main Contractor to the satisfaction of the Designer<br>c) 60% upon completion of the works subject to completion of the works by the Main Contractor to the satisfaction of the Designer<br>d) 5% upon expiry of Defects Liability Period subject to completion of the works by the Main Contractor to the satisfaction of the Designer |
| Retention Percentage | 32.4 | N.A. |
| Limit of Retention | 32.4 | N.A. |
| Period for completion of the final account | 32.6 | 6 months from Substantial Completion of the whole of the Works |

The Renovation Works at G/F & Basement Floor of The xxxx xxxxxx
P/10

**CONDITIONS OF CONTRACT**

6.01 Form of Contract

"The Standard Conditions of Contract" means the Agreement & Schedule of Conditions of Building Contract for use in the Hong Kong Special Administrative Region, Private Edition – Without Quantities together with its Appendix and Schedules 2006 Edition issued under the sanction of the Hong Kong Institute of Architects, the Hong Kong Institute of Construction Managers and the Hong Kong Institute of Surveyors. The Standard Conditions of Contract may be purchased from the Secretariat Office of the Hong Kong Institute of Surveyors, Room 1205, 12/F, Wing On Centre,111 Connaught Road, Central, Hong Kong.

The Main Contractor should study the Standard Conditions of Contract with its Appendix in conjunction with the particulars to be inserted in the Appendix pursuant to Clause 6.02 of this Specification - Preliminaries and the amendments and additions made pursuant to Special Conditions of Contract.

6.02 Appendix to the Standard Conditions of Contract

The following particulars are inserted in the Appendix to the Standard Conditions of Contract:

*Fig. 4.2-4 Conditions of Contract*

The few key clauses printed under the section of **Conditions of Contract** includes the duration of the DLP (Defects Liability Period), the Commencement Date, Completion Date and LD (Liquidated damages) etc., which are the most important clauses that the tenderers must recognize.

- **Schedule of Tender/ Rates (SOR) or Bills of Quantities (BQ)**
- This is an itemized Scope of Work in a written cost breakdown format. A SORs/BQ is traditionally formulated and managed by a QS (Quantity Surveyor). The PM or the interior designer should cross check it and make necessary adjustments in order to match their design intent.

**SCHEDULE OF RATES**
**Renovation Works at G/F and Basement Floor**
**for xxx**

| ITEM | Description | Qty | Unit | Rate (HK$) | Amount (HK$) |
|---|---|---|---|---|---|
| **1.0** | **PRELIMINARIES** | | | | |
| 1.1 | Insurance to cover the whole project as stipulated under Section 6 of the Preliminaries | 1 | sum | - | - |
| 1.2 | Demolition & Removal | 1 | sum | - | - |
| 1.3 | Setting out and site markings.<br>* work includes the setting out of all exposed M&E fittings eg wall mounted AC units, electrical outlets etc | 1 | sum | - | - |
| 1.4 | Cleaning of site during the construction stages up to practical completion and defect rectification stage | 1 | sum | - | - |
| 1.5 | Temporary protection to existing wall, windows, floor finishes at public/interior areas & new installed finishes/doors/custom built cabinets etc. during construction period | 1 | sum | - | - |
| 1.6 | Temporary protection to common access and public areas during construction period | 1 | sum | - | - |
| 1.7 | Removal of Debris to landfill areas during the construction period | 1 | sum | - | - |
| 1.8 | Construction and removal of hoardings as required during the construction periods<br>*Be reminded that the building is still in operation during the construction period | 1 | sum | - | - |
| 1.9 | Construction and removal of scaffolding as required during the construction period | 1 | sum | - | - |
| 1.10 | Attendance and coordination with all the relevant separate contractors as stated in the Preliminaries in the contract of the project | 1 | sum | - | - |
| 1.11 | Costs related to all MWCS procedure/submission works | 1 | sum | - | - |
| **Total 1.0 Preliminaries c/f to Summary of tender** | | | | | $ - |

*Fig. 4.5 Sample of a SOR page*

**Importance of SOR and BQ in Cost Controlling**
Cost is one of the important factors in any interior design project, and the PM should ensure that the project is completed within budget.

All competing tenderers must submit a SOR or BQ, which is used to facilitate the comparison works of the submitted tender prices from different tenderers by the project manager or quantity surveyor.

A well written, organised and detailed SOR or BQ is a useful tool in budget control as well as cost analysis, A SOR/BQ lists out all project elements in an organized way, and can also facilitate the communication among the key coordinators of a project regarding the project's scope of work.

A tenderer is to provide the unit rates of all the items in the scope and all costs of the items are added up to make up the total tendered project sum, which is then carried forward to the Summary of Tender section and reflected in the Form of Tender. In some cases, the quantities of the unit rate items in the SOR are to be evaluated by the tenderers based on the tender drawings. However, if the quantities being inserted by the various tenderers are very different, it becomes very complicated and difficult to compare them.

Claims by contractors are limited by the submitted rates by the contractors; if the project scope is not expected to be altered very much, a lump sum fixed priced contract is a very good tool to set a ceiling.

**Differences between SOR and BQ:**
In a Lump Sum Fixed Price Contract based on drawings and specifications (in which the quantities do not form part of the contract), the use of SOR is **for the calculation of variation works only** (i.e. evaluation of additional or omitted project items during and at the project completion stage). Based on the contractor's submitted **rates** of the items in the SOR, the actual supplied quantities of the project items will **NOT** be re-measured for the adjustment of the contract sum. Contractor shall bear the risk (which can be a benefit too as seen in the example below) of any error in quantities printed in the SOR.

For example, if the quantity of a particular item specified by the QS/PM does not match what is specified on the contract drawing -- say in the contract drawing, there are only 10 doors shown but the SOR has 12 doors indicated, and if there is no change on the layout plan/drawing at the end of the project, the contractor can still charge the employer for the sum of 12 doors.

On the other hand, if the quantity of door on the contract drawing is 10 but only 3 doors are listed in the SOR, and the awarded contractor did not pick up this quantity discrepancy during tendering, the contractor is still liable to provide 10 doors at the end without any entitlement to adjust the contract sum (no matter if the quantity was provided by the employer or the contractor at tender stage).

In a lump-sum fixed price quantity contract, the use of the SOR is to measure only the net change in quantities due to variation works for adjustment of the final contract sum. Thus, rate is the key for evaluating the variation works during the contract period.

In a lump-sum fixed price quantity contract based on drawings and BQ, quantity forms part of contract. Contract sum are calculated according to the **re-measurement** of the final quantities. (Rates are fixed but quantities are re-measured to derive the final amount.)

Use of BQs is a relatively fairer way to the contractor, as the use of SORs means the risk of any error in quantities and/or missing items are passed to the contractor, while the client is not liable for the inaccuracy of the SORs.

- **Summary of Tender** (just 1/2 pages):

This is a summary of the total costs of the various items/ trades, which is also a summary of the SOR/ BQ

**Summary of tender**
**Renovation Works at G/F and Basement Floor**
**for xxx**

| SUMMARY OF TENDER | | HK$ |
|---|---|---|
| *Tenderers MUST fill in the break-down figures | | |
| **1.0** | **Insurance and Preliminaries** | |
| | **Sub-total A:** | - |
| **2.0** | **G/F Porch, Lobby and Classrooms** | |
| 2.1 | Ceiling | - |
| 2.2 | Flooring | - |
| 2.3 | Partitioning/Door and Ironmongery | - |
| 2.4 | Wall Finishes | - |
| 2.5 | Custom Made Items | - |
| 2.6 | Building Services | ---------- |
| | - MVAC | - |
| | - P&D | - |
| | - Electrical | - |
| 2.7 | General/Miscellaneous | - |
| | **Sub-total B :** | - |
| **3.0** | **G/F Toilets** | |
| 3.1 | Ceiling | - |
| 3.2 | Flooring | - |
| 3.3 | Partitioning/Door and Ironmongery | - |
| 3.4 | Wall Finishes | - |
| 3.5 | Custom Made Items | - |
| 3.6 | Building Services | ---------- |
| | - MVAC | - |
| | - P&D | - |
| | - Electrical | - |
| 3.7 | General/Miscellaneous | - |
| | **Sub-total C :** | - |

| | | |
|---|---|---|
| **4.0** | **Basement Learning Centre** | |
| 4.1 | Ceiling | - |
| 4.2 | Flooring | - |
| 4.3 | Partitioning/Door and Ironmongery | - |
| 4.4 | Wall Finishes | - |
| 4.5 | Custom Made Items | - |
| 4.6 | Building Services | ---------- |
| | - MVAC | - |
| | - P&D | - |
| | - Electrical | - |
| 4.7 | General/Miscellaneous | - |
| | **Sub-total D :** | - |
| | **Grand Total (A+B+C+D) c/f to Form of Tender:** | - |

*Fig. 4.6 Sample of a Summary of Tender*

- **Drawing List/Schedule of Drawings (just 1-2 pages)**

Project: [illegible] Date: [illegible]
Client: [illegible] Rev. : 0
Project No. 15028

**DRAWING LIST**

| DRAWING NO. | DRAWING TITLE | REVISION NO. | PAPER SIZE | Tender ISSUED DATE | Addendum ISSUED DATE | Construction ISSUED DATE | Construction ISSUED DATE | REMARKS |
|---|---|---|---|---|---|---|---|---|
| SCHEDULE | | | | | | | | |
| - | MATERIAL SCHEDULE-5 PAGES | 0 | A3 | [illegible] | | | | |
| - | LIGHTING SCHEDULE-4 PAGES | 0 | A3 | [illegible] | | | | |
| G/F PLANS | | | | | | | | |
| A1.0 | G/F DEMOLITION PLAN | 0 | A3 | [illegible] | | | | |
| A2.0 | G/F PARTITION PLAN | 0 | A3 | [illegible] | | | | |
| A3.0 | G/F FURNITURE PLAN | 0 | A3 | [illegible] | | | | |
| A3.1 | G/F ENLARGED FURNITURE PART PLAN FOR MALE & FEMALE | 0 | A3 | [illegible] | | | | |
| A4.0 | G/F REFLECTED CEILING PLAN | 0 | A3 | [illegible] | | | | |
| A5.0 | G/F ELECTRICAL PLAN | 0 | A3 | [illegible] | | | | |
| A5.1 | G/F AV SCHEMATIC DRAWING | 0 | A3 | [illegible] | | | | |
| A6.0 | G/F FINISHES PLAN | 0 | A3 | [illegible] | | | | |
| A7.0 | LEGEND OF CEILING & ELECTRICAL | 0 | A3 | [illegible] | | | | |
| G/F ELEVATIONS | | | | | | | | |
| GE1.0 | G/F ELEVATION - EXTERIOR | 0 | A3 | [illegible] | | | | |
| GE1.1 | G/F ELEVATION - EXTERIOR | 0 | A3 | [illegible] | | | | |
| GE2.0 | G/F PORCH & LOBBY ELEVATION | 0 | A3 | [illegible] | | | | |
| GE2.1 | G/F PORCH & LOBBY ELEVATION | 0 | A3 | [illegible] | | | | |
| GE3.0 | G/F ELEVATION - CORRIDOR | 0 | A3 | [illegible] | | | | |
| GE3.1 | G/F ELEVATION - CORRIDOR | 0 | A3 | [illegible] | | | | |
| GE3.2 | G/F ELEVATION - CLASSROOM A | 0 | A3 | [illegible] | | | | |
| GE3.3 | G/F ELEVATION - CLASSROOM A | 0 | A3 | [illegible] | | | | |
| GE3.4 | G/F ELEVATION - CLASSROOM B | 0 | A3 | [illegible] | | | | |
| GE3.5 | G/F ELEVATION - CLASSROOM B | 0 | A3 | [illegible] | | | | |
| GE3.6 | G/F ELEVATION - CLASSROOM C | 0 | A3 | [illegible] | | | | |
| GE3.7 | G/F ELEVATION - CLASSROOM C | 0 | A3 | [illegible] | | | | |
| GE3.8 | G/F ELEVATION - PANTRY | 0 | A3 | [illegible] | | | | |
| GE3.9 | G/F ELEVATION - OFFICE | 0 | A3 | [illegible] | | | | |
| GE4.0 | G/F ELEVATION - FEMALE TOILET | 0 | A3 | [illegible] | | | | |
| GE4.1 | G/F ELEVATION - FEMALE TOILET | 0 | A3 | [illegible] | | | | |
| GE4.2 | G/F ELEVATION - MALE TOILET | 0 | A3 | [illegible] | | | | |
| GE5.0 | G/F ELEVATION - SMOKE LOBBY | 0 | A3 | [illegible] | | | | |
| B/F PLANS | | | | | | | | |
| A8.0 | B/F DEMOLISH PLAN | 0 | A3 | [illegible] | | | | |
| A9.0 | B/F FURNITURE & FINISHING PLAN | 0 | A3 | [illegible] | | | | |

*Fig. 4.7 Sample of a Drawing List/Drawing Schedule that is bound together with the Tender Document*

- **Drawing Set**

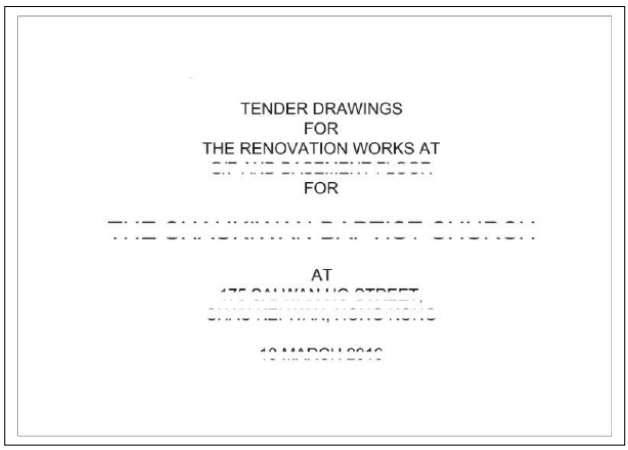



*Fig. 4.8 Cover page of Drawing Set*

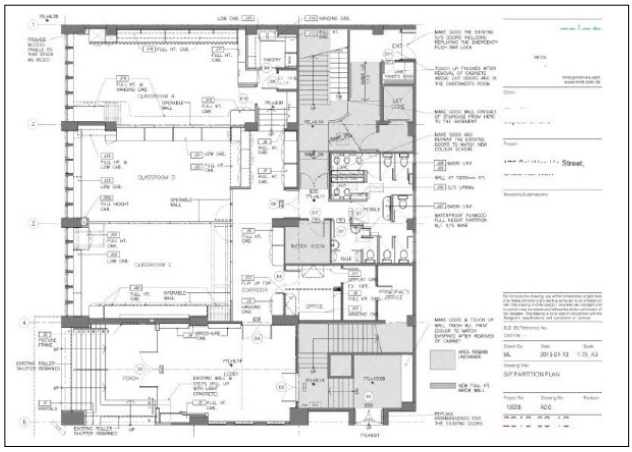


*Fig. 4.9 One of the Plans in the Tender Drawing (Builder's Partiion Plan)*

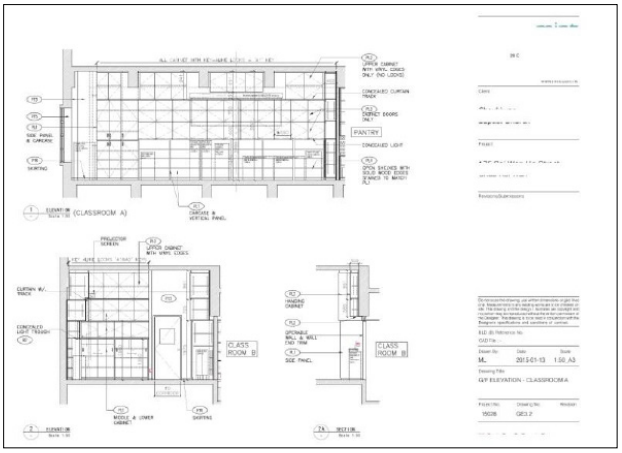


*Fig. 4.10 One of the Elevation Drawings in the set of Tender Drawing*

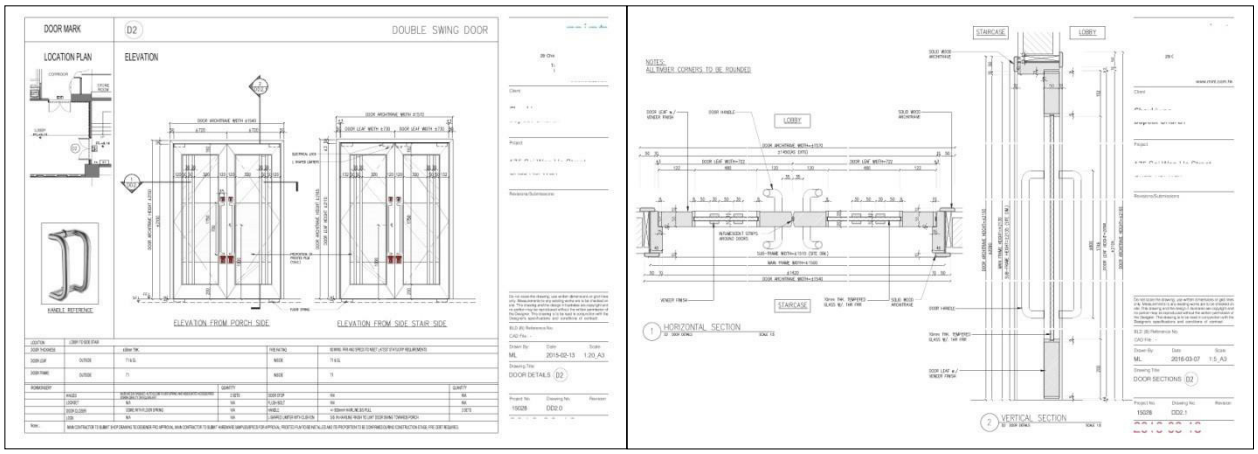



*Fig. 4.11-12 Door Schedule in the set of Drawing*

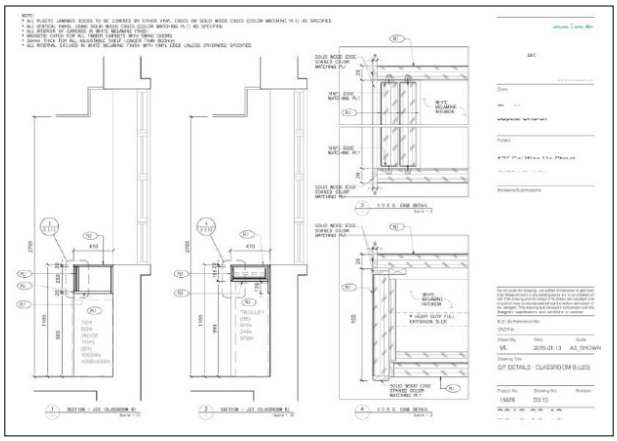


*Fig 4.13 One of the Detail Drawings in the set of Tender*

# CHAPTER 5

## Specifications
## By Ming Cheu

Construction specifications are part of the legal documents of a Tender Agreement and are key components in a project. These documents are so important nowadays that they sometimes override the project drawings in the event of conflicting information.

The purpose of construction specifications is to delineate the requirements regarding the materials, products, installation procedures and quality aspects involved with execution of the work and fulfilment of the contract. There are three types of specifications that interior designers are likely to come across:

- Performance
- Prescriptive
- Proprietary.

**Performance Specification**
A performance specification is a document that specifies the operational requirements of an installation or a component of a project. This type of specification instructs the contractor on what the final installed product is to achieve in terms of functional requirements, but does not specify the exact brand of the items. Performance Specification is sometimes called Open Specification.

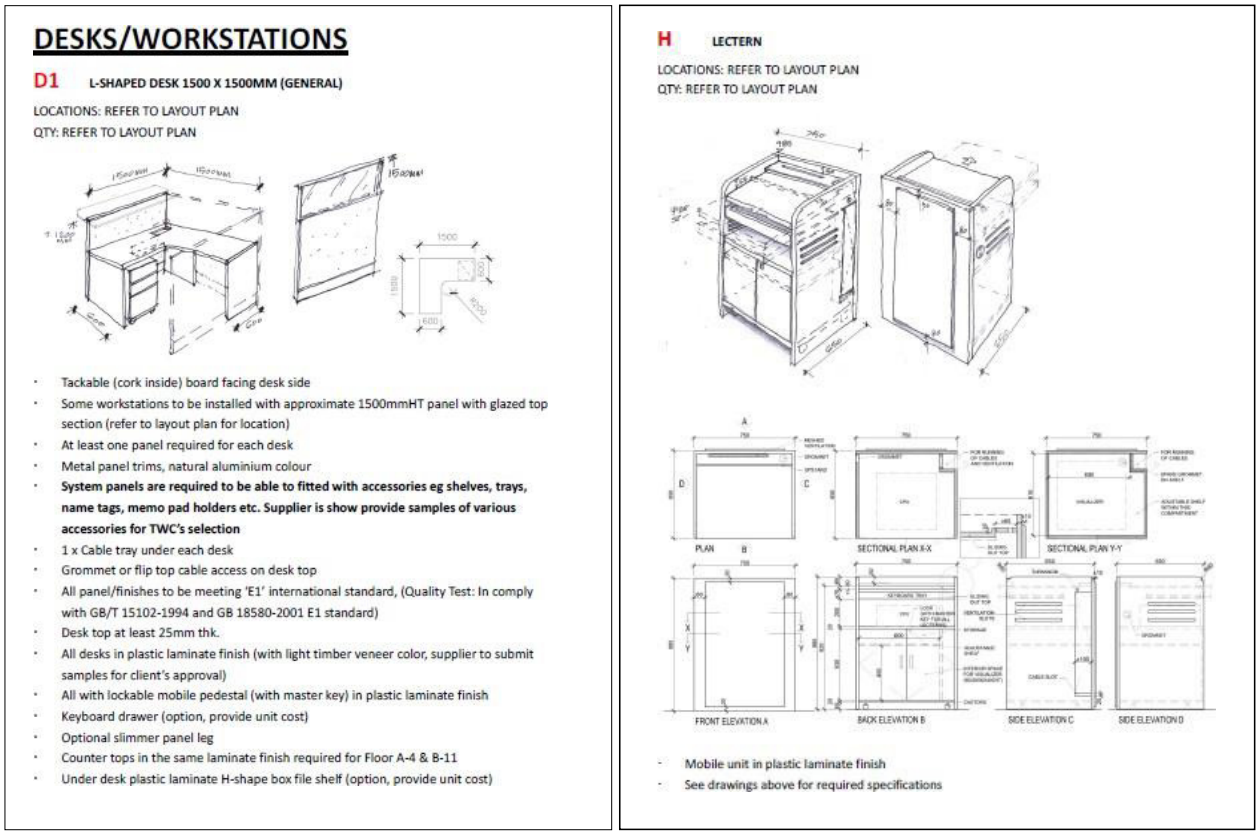
For example, the contractor may be asked to provide a pump system under the sink in a wet pantry for an office project (where the sink cannot be directly connected to the building's drainage system). The pump system is required to meet the following requirements:

- A metal tank to collect waste water and a pump to pump away the waste water to the building's drainage system;
- An alarm system that can detect any leakage from the system, which can stop the water supply to avoid worsening of the leakage problem;
- Include any other devices that would improve the safety and performance of the system.

Since performance specification does not specify the brand of the components, contractors are free to pick ones that fit their budget, providing that the pumping system functions as required by the specification.

Another example is to ask the contractor to provide fire rated glass doors with FRR (Fire Resistance Rating) in compliance with the HKSAR's Code of Practice for Fire Safety in Buildings 2011. The performance specification would read something like, "Provision of a fire rated glass door of x and y dimensions with FRR meeting the HKSAR's Code of Practice for Fire Safety in Buildings 2011." Upon delivery of the material, interior designers can either seek help from a building surveyor (AP) to verify the relevant fire certificate, or cross check with the above-mentioned code book to make sure that the glass door certificate is in compliance with the Code.

Below is another example of a sub-contract tender for supplying system furniture for a school project. The designer described the required performance of the furniture without specifying the brand of the required products.



**DESKS/WORKSTATIONS**

**D1** **L-SHAPED DESK 1500 X 1500MM (GENERAL)**

LOCATIONS: REFER TO LAYOUT PLAN
QTY: REFER TO LAYOUT PLAN

- Tackable (cork inside) board facing desk side
- Some workstations to be installed with approximate 1500mmHT panel with glazed top section (refer to layout plan for location)
- At least one panel required for each desk
- Metal panel trims, natural aluminium colour
- **System panels are required to be able to fitted with accessories eg shelves, trays, name tags, memo pad holders etc. Supplier is show provide samples of various accessories for TWC's selection**
- 1 x Cable tray under each desk
- Grommet or flip top cable access on desk top
- All panel/finishes to be meeting 'E1' international standard, (Quality Test: In comply with GB/T 15102-1994 and GB 18580-2001 E1 standard)
- Desk top at least 25mm thk.
- All desks in plastic laminate finish (with light timber veneer color, supplier to submit samples for client's approval)
- All with lockable mobile pedestal (with master key) in plastic laminate finish
- Keyboard drawer (option, provide unit cost)
- Optional slimmer panel leg
- Counter tops in the same laminate finish required for Floor A-4 & B-11
- Under desk plastic laminate H-shape box file shelf (option, provide unit cost)

**H** **LECTERN**

LOCATIONS: REFER TO LAYOUT PLAN
QTY: REFER TO LAYOUT PLAN



- Mobile unit in plastic laminate finish
- See drawings above for required specifications

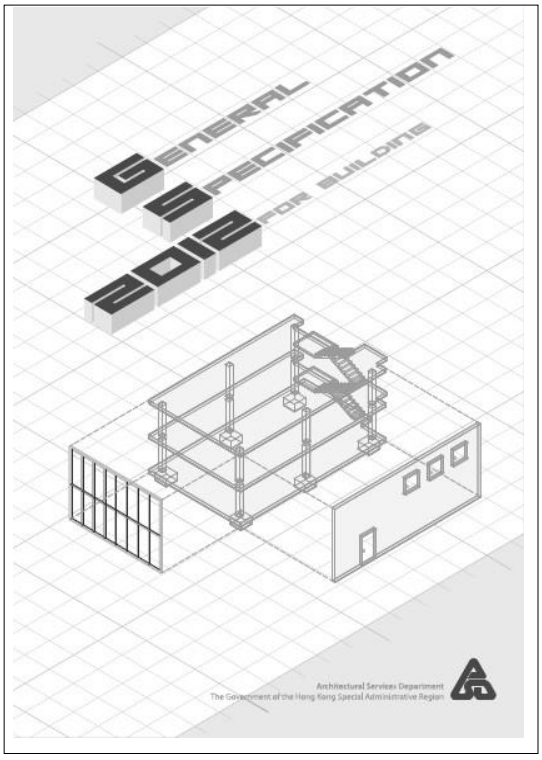
*Fig. 5.1 Desk/lectern requirements for a school project*

The general concept behind performance specification is for the employer or designer to describe what they need, and the contractor will determine the best way to achieve the intended results. Performance specification focuses on the outcome, while the selection of materials, construction methods, as well as some portion of the design work are shifted to the contractor. This approach allows contractors to provide different options for employers or designers, yet the designer's level of control over the final outcome is lower.

**Prescriptive Specifications**

Rather than defining performance requirements, prescriptive specifications convey the requirements of a project through stating the means and methods of construction and composition of a project component (for example, the proper proportion of a cement sand mixture, or in the case of painting work, the standard of the materials to be used, the required preparation works and the procedure of the paint work etc.). That's why prescriptive specification is sometimes known as detailed materials and workmanship specification.

This type of specification typically contains references to national/international standards, design and procedural requirements, quality control requirements and product handling requirements. These specifications are developed based on well tried and tested technologies.



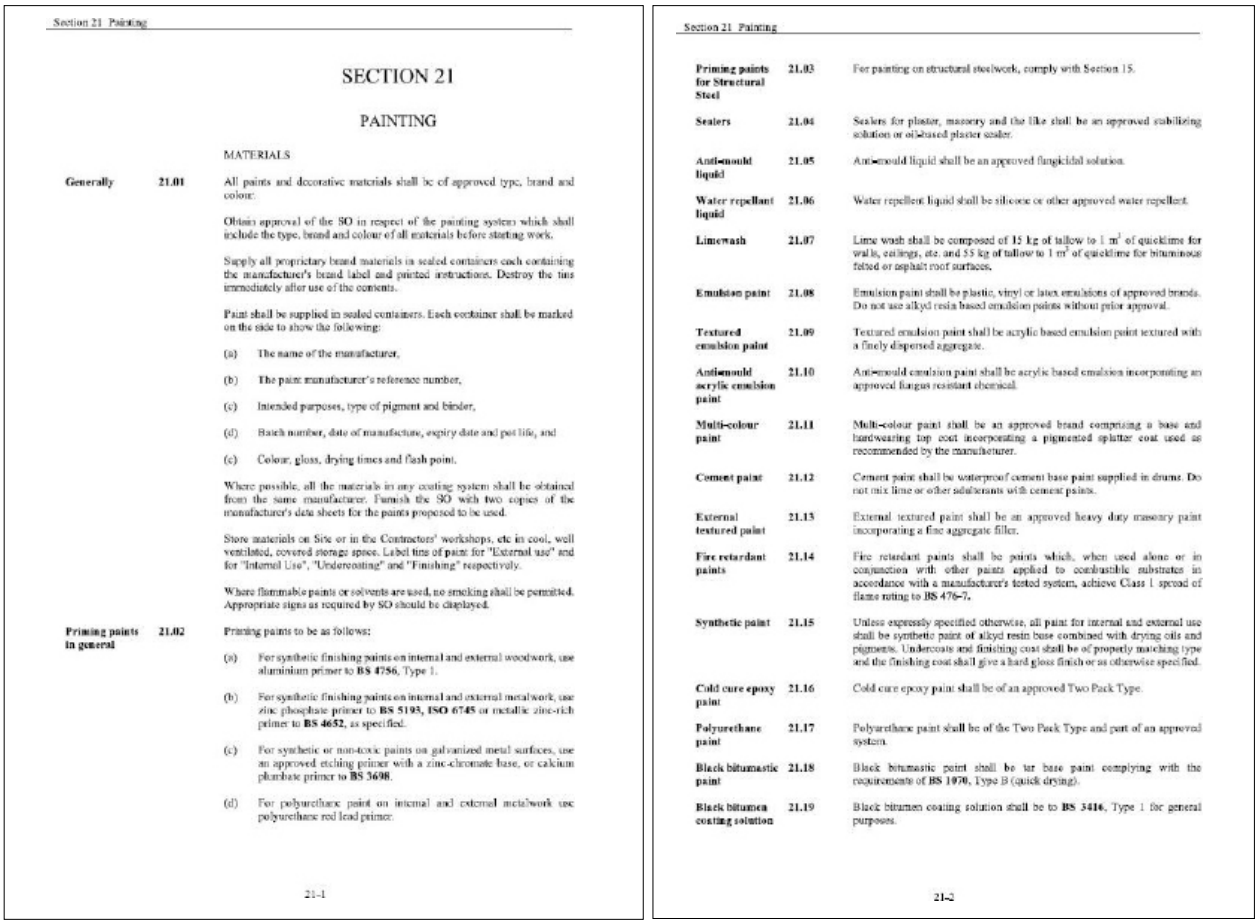

**CONTENTS**


| Section No. | Title of Section | Pages |
|---|---|---|
| 1 | Preliminaries | 1-1 ~ 1-18 |
| 2 | Demolition, Site Clearance & Alterations | 2-1 ~ 2-13 |
| 3 | Excavation & Earthwork | 3-1 ~ 3-15 |
| 4 | Steel Sheet Piling Work | 4-1 ~ 4-5 |
| 5 | Piling Work | 5-1 ~ 5-31 |
| 6 | Structural Concrete Work | 6-1 ~ 6-42 |
| 7 | Prestressed Concrete Work | 7-1 ~ 7-9 |
| 8 | Concrete for Minor & Non-structural Work | 8-1 ~ 8-5 |
| 9 | Brickwork & Blockwork | 9-1 ~ 9-6 |
| 10 | Masonry | 10-1 ~ 10-5 |
| 11 | Tanking | 11-1 ~ 11-5 |
| 12 | Roofing | 12-1 ~ 12-14 |
| 13 | Carpentry & Joinery | 13-1 ~ 13-13 |
| 14 | Ironmongery | 14-1 ~ 14-14 |
| 15 | Structural Steel Work | 15-1 ~ 15-22 |
| 16 | Curtain Walls | 16-1 ~ 16-44 |
| 17 | Metal Work | 17-1 ~ 17-12 |
| 18 | Finishes | 18-1 ~ 18-48 |
| 19 | Sanitary Appliances | 19-1 ~ 19-5 |
| 20 | Glazing | 20-1 ~ 20-11 |
| 21 | Painting | 21-1 ~ 21-26 |
| 22 | Internal Fittings and Fixtures | 22-1 ~ 22-12 |
| 23 | Plumbing and Drainage | 23-1 |
| 24 | External Works | 24-1 ~ 24-7 |
| 25 | Landscape Work | 25-1 ~ 25-77 |
| 26 | Geotechnical Works on Soil and Rock Slopes | 26-1 ~ 26-43 |

| | | |
|---|---|---|
| Index 1 | Not Used | |
| Index 2 | Subjects and Clause Numbers | B1 ~ B19 |
| Index 3 | List of Standards for Sections 1, 3, 5, 6, 7, 8, 15, 25 & 26 | C1 ~ C4 |


*Fig. 5.2-3 General Specification for Building by the Hong Kong Architectural Services*

One type of prescriptive specifications is General Specification for Buildings (2012), published by the Architectural Services Department of Hong Kong, which contains more than 500 pages and lists materials and construction standards for various kinds of building works. For example, Section 21 is concerned with painting works.



Section 21 Painting

SECTION 21

PAINTING

MATERIALS

**Generally** **21.01** All paints and decorative materials shall be of approved type, brand and colour.

Obtain approval of the SO in respect of the painting system which shall include the type, brand and colour of all materials before starting work.

Supply all proprietary brand materials in sealed containers each containing the manufacturer's brand label and printed instructions. Destroy the tins immediately after use of the contents.

Paint shall be supplied in sealed containers. Each container shall be marked on the side to show the following:

(a) The name of the manufacturer,

(b) The paint manufacturer's reference number,

(c) Intended purposes, type of pigment and binder,

(d) Batch number, date of manufacture, expiry date and pot life, and

(e) Colour, gloss, drying times and flash point.

Where possible, all the materials in any coating system shall be obtained from the same manufacturer. Furnish the SO with two copies of the manufacturer's data sheets for the paints proposed to be used.

Store materials on Site or in the Contractors' workshops, etc in cool, well ventilated, covered storage space. Label tins of paint for "External use" and for "Internal Use", "Undercoating" and "Finishing" respectively.

Where flammable paints or solvents are used, no smoking shall be permitted. Appropriate signs as required by SO should be displayed.

**Priming paints in general** **21.02** Priming paints to be as follows:

(a) For synthetic finishing paints on internal and external woodwork, use aluminium primer to **BS 4756**, Type 1.

(b) For synthetic finishing paints on internal and external metalwork, use zinc phosphate primer to **BS 5193, ISO 6745** or metallic zinc-rich primer to **BS 4652**, as specified.

(c) For synthetic or non-toxic paints on galvanized metal surfaces, use an approved etching primer with a zinc-chromate base, or calcium plumbate primer to **BS 3698**.

(d) For polyurethane paint on internal and external metalwork use polyurethane red lead primer.

21-1

Section 21 Painting

**Priming paints for Structural Steel** **21.03** For painting on structural steelwork, comply with Section 15.

**Sealers** **21.04** Sealers for plaster, masonry and the like shall be an approved stabilizing solution or oil-based plaster sealer.

**Anti-mould liquid** **21.05** Anti-mould liquid shall be an approved fungicidal solution.

**Water repellant liquid** **21.06** Water repellent liquid shall be silicone or other approved water repellent.

**Limewash** **21.07** Lime wash shall be composed of 15 kg of tallow to 1 $m^3$ of quicklime for walls, ceilings, etc. and 55 kg of tallow to 1 $m^3$ of quicklime for bituminous felted or asphalt roof surfaces.

**Emulsion paint** **21.08** Emulsion paint shall be plastic, vinyl or latex emulsions of approved brands. Do not use alkyd resin based emulsion paints without prior approval.

**Textured emulsion paint** **21.09** Textured emulsion paint shall be acrylic based emulsion paint textured with a finely dispersed aggregate.

**Antimould acrylic emulsion paint** **21.10** Anti-mould emulsion paint shall be acrylic based emulsion incorporating an approved fungus resistant chemical.

**Multi-colour paint** **21.11** Multi-colour paint shall be an approved brand comprising a base and hardwearing top coat incorporating a pigmented splatter coat used as recommended by the manufacturer.

**Cement paint** **21.12** Cement paint shall be waterproof cement base paint supplied in drums. Do not mix lime or other adulterants with cement paints.

**External textured paint** **21.13** External textured paint shall be an approved heavy duty masonry paint incorporating a fine aggregate filler.

**Fire retardant paints** **21.14** Fire retardant paints shall be paints which, when used alone or in conjunction with other paints applied to combustible substrates in accordance with a manufacturer's tested system, achieve Class 1 spread of flame rating to **BS 476-7**.

**Synthetic paint** **21.15** Unless expressly specified otherwise, all paint for internal and external use shall be synthetic paint of alkyd resin base combined with drying oils and pigments. Undercoats and finishing coat shall be of properly matching type and the finishing coat shall give a hard gloss finish or as otherwise specified.

**Cold cure epoxy paint** **21.16** Cold cure epoxy paint shall be of an approved Two Pack Type.

**Polyurethane paint** **21.17** Polyurethane paint shall be of the Two Pack Type and part of an approved system.

**Black bitumastic paint** **21.18** Black bitumastic paint shall be tar base paint complying with the requirements of **BS 1970**, Type B (quick drying).

**Black bitumen coating solution** **21.19** Black bitumen coating solution shall be to **BS 3416**, Type 1 for general purposes.

21-2

*Fig. 5.4 Section 21 of General Specification for Buildings (2012)*

Interior designers wishing to include prescriptive specifications for contractors to follow may refer to the General Specification for Buildings or extract relevant sections into their tender documents.

In the example below, a few links are included in this tender document (under Preliminaries) for reference by the contractor, so the total number of pages in a tender document, which is already very lengthy, can be reduced.

PRELIMINARIES

7.04 Specifications

The Contractor shall be deemed to have examined any relevant Sections under the:

**General Specification 2012 for Building by ASD, the HKSAR**
(https://www.archsd.gov.hk/media/118255/gs201201_20140731.pdf)

**General Specification 2012 for Plumbing and Drainage**
(https://www.archsd.gov.hk/media/11404/e200.pdf)

**General Specification 2012 for Mechanical Installations**
(https://www.archsd.gov.hk/media/11461/e222.pdf)

The Main Contractor should allow in his rates for complying with the above relevant Specifications and the following specific requirements:

1. Demolition Works

It is the Main Contractor's sole responsibility to evaluate the extent of demolition by comparing the new design with the existing space and he should determine if the demolition work required to be carried out in stages to fit the overall schedule.

Remove all partitions/doors/carpentry items/ interior floor, wall and ceiling finishes that cannot be reused,

Remove all custom made cabinets/fittings/unused M&E fitments/fixtures on the Ground Floor above the rear exit staircase and the rear staircase near Tai Woo Road.

Remove all electrical fittings, cables and conduits except those within the site and are functional for the retained areas namely the offices, space on the upper floors, staircase and the lift etc.

Remove all A/C units and their associated fittings for the current G/F and Basement use. Reserve the dismantled machines for the Church's future use as required.

Remove all unused plumb/drain pipes and the associated washroom fittings.

The following items should be retained:

(a) Fire Service systems and you are required to directly coordinate with the Special FS contractor at the construction stage.

(b) Windows (except the glass panels for passage of new M&E services); Window grilles in Toilets,

(c) Fresh Air system but modification of it is required to fit new layout.

(d) Retain the current services and control Panels for the Lift Car

(e) Any conduits/trunks/ducts/pipes that are connected to the services for the other areas outside the site

The Renovation Works at G/F & Basement Floor of The xxxx xxxxxx
P/12

7.04 Specifications

The Contractor shall be deemed to have examined any relevant Sections under the:

**General Specification 2012 for Building by ASD, the HKSAR**
(https://www.archsd.gov.hk/media/118255/gs201201_20140731.pdf)

**General Specification 2012 for Plumbing and Drainage**
(https://www.archsd.gov.hk/media/11404/e200.pdf)

**General Specification 2012 for Mechanical Installations**
(https://www.archsd.gov.hk/media/11461/e222.pdf)

The Main Contractor should allow in his rates for complying with the above relevant Specifications and the following specific requirements:

*Fig. 5.5 Enlarged portion of the above section*

**Proprietary Specifications**

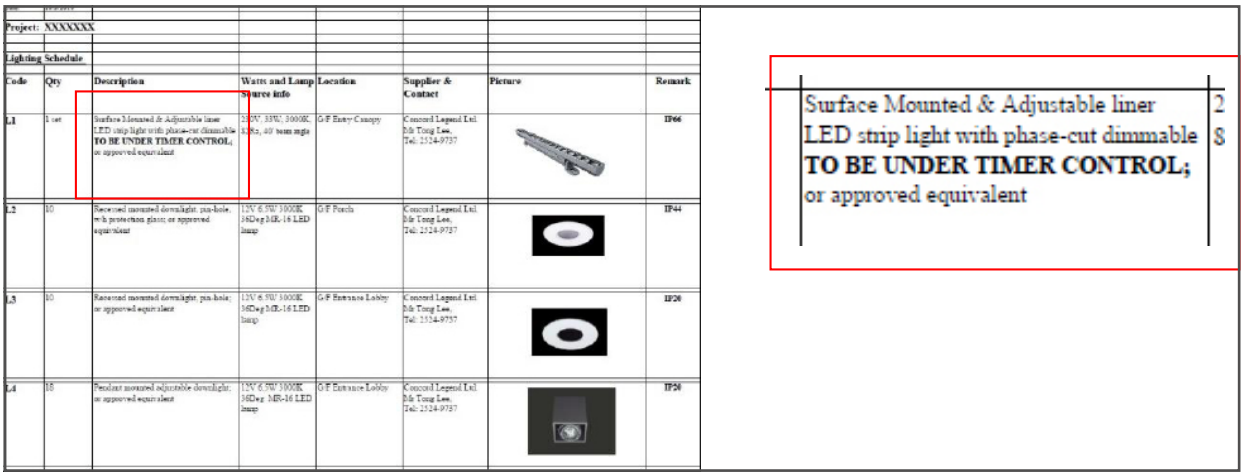
A closed proprietary specification names, describes, and lists a single product or system. The specification may list only one manufacturer or a product by one manufacturer.

An open proprietary specification describes a single product or system but allows the bidder to suggest an alternate or substitute product.

Closed proprietary specifications are those that require the use of a single approved product type for any particular installation. Proprietary specifications are often used in cases where there are existing installations already on site and it is necessary to maintain the consistency of the component in question.

Unless absolutely necessary, government projects normally avoid the use of closed proprietary specification, and either open proprietary/ performance specification are adopted to eliminate the impression of favouritism towards certain suppliers/manufacturers. However, it is possible that employers from private companies may prefer a specific type of product and request that product be included in a tender (the employer may have negotiated an attractive discount with the particular supplier).

Frequently, interior designers need to include a Finishes Schedule and a Lighting Schedule in a Tender Document, and for many projects, they also need to specify some proprietary products within the tender. A fairer way is to leave the specification 'open', allowing contractors to provide alternative equivalents with the approval of employers or designer. The benefit of this arrangement is to allow for the possibility of contractors sourcing equivalent but possibly cheaper alternatives.



Project: XXXXXXX

Lighting Schedule

| Code | Qty | Description | Watts and Lamp Source info | Location | Supplier & Contact | Picture | Remark |
|---|---|---|---|---|---|---|---|
| L1 | 1 set | Surface Mounted & Adjustable liner LED strip light with phase-cut dimmable **TO BE UNDER TIMER CONTROL;** or approved equivalent | 230V, 33W, 3000K, 3.5Kg, 40° beam angle | G/F Entry Canopy | Concord Legend Ltd. Mr Tong Lee, Tel: 2524-9737 | | IP66 |
| L2 | 10 | Recessed mounted downlight, pin-hole, with protection glass; or approved equivalent | 12V 6.5W 3000K 36Deg MR-16 LED lamp | G/F Porch | Concord Legend Ltd. Mr Tong Lee, Tel: 2524-9737 | | IP44 |
| L3 | 10 | Recessed mounted downlight, pin-hole; or approved equivalent | 12V 6.5W 3000K 36Deg MR-16 LED lamp | G/F Entrance Lobby | Concord Legend Ltd. Mr Tong Lee, Tel: 2524-9737 | | IP20 |
| L4 | 18 | Pendant mounted adjustable downlight; or approved equivalent | 12V 6.5W 3000K 36Deg MR-16 LED lamp | G/F Entrance Lobby | Concord Legend Ltd. Mr Tong Lee, Tel: 2524-9737 | | IP20 |



*Fig. 5.6 Sample of open proprietary specification*

# CHAPTER 6

## Types of Contract and Contract Conditions
## By Ming Cheu

A contract is a mutual or legally binding agreement between two parties in document form. Within the interior design and architecture industries, such contracts involve the provision of design or construction services in exchange for monetary compensation. Some of the most common types of contracts include those made between:

- the client/employer and the interior designer; and
- the client/employer and the contractor.

**Contract between Client and Designer**

**A. Design Consultancy Agreement**
This type of contract is made between the client/employer and the designer for interior design services, and is typically divided into conceptual, design development and construction administration phases. Within this type of agreement, the designer is expected to come up with the creative concept, develop it into concrete plan and supervise the construction of the project, but is not responsible for the construction itself.

It is important for design consultants to come to agreement with the client at the outset of the project regarding the extent of their services and liability. Arguments or litigations can arise if these roles are not clearly communicated or defined prior to work commencement.

**HKIDA's Standard Form of Interior Design Consultancy Agreement/Contract**
In order to clarify the scope of work and responsibility of interior designers and to ensure smooth working relationships between clients and designers, the Hong Kong Interior Design Association (HKIDA) devised a standard interior design Consultancy Agreement. Deacons, one of the most established and reputable law firms in Hong Kong, was commissioned to draft this standard contract for interior design consultancy projects. The English version of the contract is included in Appendix 1 of this book, and is also available online at www.hkida.org and www.hkrida.org.

This agreement should be used as a reference and the exact scope of service and the content of the contract should be adjusted according to different project needs. For example, a consultancy service can be with OR without tender management service; design consultants can also be purely assisting the client with the tender management work. Slight differences between the details of these contracts would imply differences in responsibility, workload and liability.

**B. Design and Build Contract**
In this type of contract, the design company is in charge of the design and is also responsible for the construction of the project. Unlike design consultancy contracts, a Design and Build Contract includes work related construction (a scope of work with break-downs like a SOR and BQ mentioned in Chapter 4) derived from a design or a preliminary design. The design included in this type of agreement may be an initial proposal or a design developed after a few meetings with the client. As the legal responsibility is different from design consultancy service, the service details in a design and build contract is also different from design consultancy contracts, and the complexity of such contracts varies between companies.

**Contract between Client and Contractor**
Although contracts between the client and the contractor does not include design service, interior designers should still need to have an understanding of such contracts as they are often called upon to play the role of contract administrator. If the client already has a project PM who manages the contract, the interior designer may still need to assist the client with cross checking the content of the SOR/BQ associated with the design.

**C. Lump Sum Fixed Price Contract**

In this type of agreement, the contractor agrees on a fixed sum to undertake all the specified works. A lump sum fixed price contract requires the contractor to provide specified services for a stipulated or fixed price; if there are no changes in the design at the end of the project, the fixed price would not need to be amended. It means the contractor bears the risk for any underestimation, yet there are chances that the contractor can benefit from their overestimation too. SOR is normally adopted in this type of contract for payment purposes, and for assessments of design changes and additional work.

**D. Measurement Contract**

Measurement contract (sometimes called re-measurement contracts) are used in situations where the construction elements of the project are known, but the actual contract sum cannot be determined at the outset because the quantity of certain items are not yet finalized (for example, in a hotel renovation project, the total number of rooms to be renovated is not fixed at the onset, and thus the quantity of materials such as carpet, wall finish, power point etc. is not known.) Final project sum is re-calculated based on 're-measurement' reflecting the actual work carried out. Bill of Quantity is usually used in a Tender Document for this type of contract.

**Standard form of contract**

Standard form contracts are agreements that use standardized terms. The use of standardized form contract is more efficient in that parties do not have to negotiate details of the contract in every case. In the construction and interior design industry, the use of standard form of contracts allows the risks to be distributed equitably between the parties, and is thus considered fairer. Another advantage of standard form of contracts, especially for employers, is that they ensure certainty for clients in terms of time and cost.

The HKIDA's standard form of contract is for use between the client and the interior designer, while a common type of standard contract for use between the client and the contractor is called Standard Form of Building Contract (SFBC in short) which is adopted in many construction projects in the private sector.

*Fig. 6.1 Standard form of Building Contract*

**SFBC**

Jointly published by the HKIA, HKIS and the HKICM, SFBC stands for **Agreement and Schedule of Building Contract for use in the HKSAR Region** (commonly known as **Standard form of Building Contract, SFBC**), the latest edition is version 2006. This standard form of contract is widely used in the construction industry in Hong Kong and is included in many tender documents. Student copies of SFBC can be ordered online.

Within the SFBC booklet, the roles and duties to be performed for the employer, the contractor and the contract administrator (who can be the PM/ the architect or the interior designer) are set out in reasonable, mutually acceptable terms. The risks are also clearly set out and shared between the parties.

The frequent use of the SFBC means that building professionals are familiar with its contents, and thus are aware of its suitability for meeting their purposes. Its use also avoids the problems arising from the diversity of contracts drafted by individual surveyors/PMs.

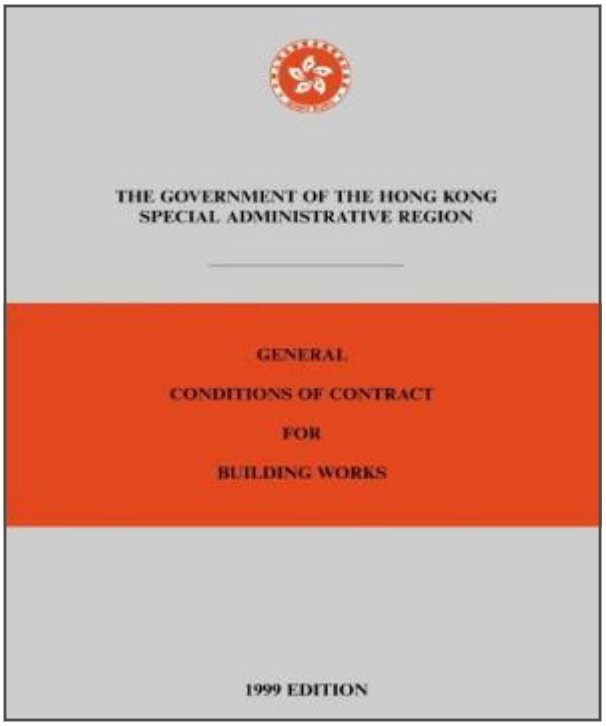



*Fig. 6.2 Standard Contract for Building Works published by the Hong Kong government*

*Fig. 6.3 Standard forms of building contracts published by the American Institute of Architects*

The HKSAR Government has published its own set of Form of Contract: “The Government of the Hong Kong Special Administrative Region General Conditions of Contract for Building Works 1999 Edition”. Yet it is mostly used for government projects and not normally adopted for private practices.

Different countries have different standard forms of building contracts. For example, the American Institute of Architects has developed various contract documents of works between different parties, one of the examples above is a General Conditions for the Contract for Construction.

One of the most commonly used building contracts in the United Kingdom is the JCT (Joint Contract Tribunal) Standard Form of Building Contract, Private, with Quantities. Another U.K. example is the Domestic Building Contract developed by the RIBA (Royal Institute of British Architects), a more ‘user friendly’ contract for smaller projects, allowing even people who are not working professionally in the construction business but with certain construction experience to work as project administrator.

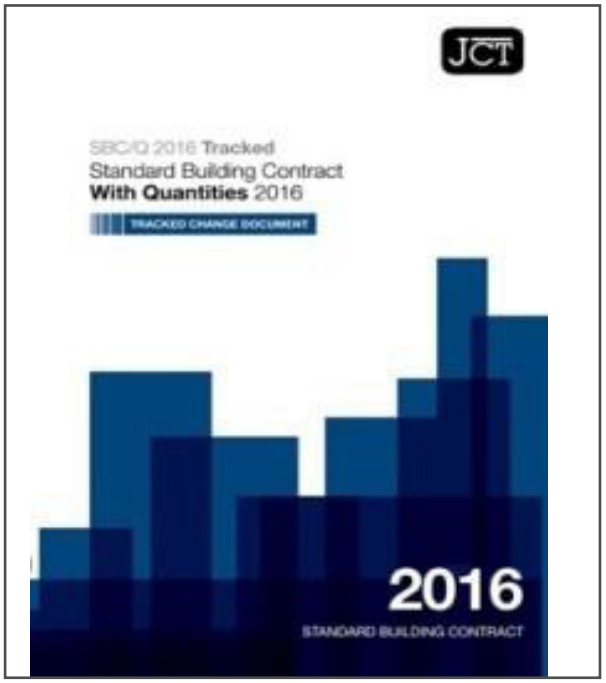



*Fig. 6.4 Standard Form of Building Contract published by the Joint Contract Tribunal in the UK*

*Fig. 6.5 RIBA’s domestic building contract*

**Key contract conditions and requirements**
Interior designers may be contract administrators or assist the client in selecting appropriate contractors and supervising the progress and quality of the construction works based on the conditions set out in the contract; it is therefore important to understand some key conditions and requirements within a typical construction or interior design contract.

**Contract period**
Time is of the essence in interior design and construction projects, and consequently, interior design and construction contracts usually specify a contract period. This includes the commencement date, which is the date the contract takes effect. Another important date is the date of possession of site, which is when contractors can enter the site and begin work. The completion date (known as practical completion date on the HKIDA contract) is the date that the works stipulated in the contract must be completed and the client can take physical possession of the site. However, this does not mean that the obligations of all parties are discharged on this date, for there is usually a period of time in which omissions or defects are addressed.

**Extension of time (EOT)**
Delays occur frequently in construction and interior design projects, and relevant contracts often contain an extension of time clause. Such clauses require the contractor to give written notice to the contract administrator to inform them of delays when it becomes likely that they will occur and identify the causes. The contract administrator may then grant an extension of time and a new completion date will be set.

**Liquidated damages (LD)**
In the event of a breach of contract, such as when a contractor fails to deliver the project by the completion date set out in the contract, there is usually a provision for the contractor to pay damages to the client. Liquidated damages compensate the client for losses resulting from the contractor's failure to meet completion date, such as loss of income in the case of a commercial project, or the additional expenses needed for alternate accommodation in the case of a residential project. Liquidated is a legal term that means "fixed and agreed", and its rate is agreed on the outset and included in the contract.

**Insurance**
Injury in a construction site is, unfortunately, fairly common, and SFBC stipulates that contractors must provide Employees' Compensation insurance (EC in short) for workers in compliance with the provisions of the Employees Compensation Ordinance. The contractor must also ensure that all sub-contractors have such insurance coverage for their workers as well. The amount of insurance coverage is also stated in the contract. Other types of insurance mentioned in SFBC is insurance of the works, which insures the construction work and materials on site are covered against theft or damage, and a Third Party liability insurance, normally called **Contractors' All Risks or CAR** for short.

In general, the price of EC is normally much higher than CAR, it can amount to 4-5 times the cost of CAR.

**Payment terms**

In construction and interior design projects, payments are usually made in several stages according to dates or milestones which are agreed ahead of time and specified in the contract. Contract administrators are responsible for monitoring the progress of work and issuing payment certificates to contractors. SFBC requires that the project administrator issue interim certificates (an example of an Interim Payment Certificate can be seen in Chapter 2) to contractors based on valuation of the works done to date, which contractors can use to obtain interim payment from the employer. For contract agreements between Client and Contractor, payment terms are included in the Appendix to the Conditions of Contract in the Tender Documents.

PRELIMINARIES

| | | |
|---|---|---|
| Completion Date | 23.2 | 47 calendar days from and including the Commencement Date and all weekends and Public Holidays |
| Liquidated and Ascertained Damages | 24.2 | at a Rate of HK$x,xxx/day |
| Period of Interim Certificates | 32.1 | The period of payment shall be within 14 calendar days from the date of the certificate |
| Period of payment of Certificates | 32.1 | a) 10%- deposit after signing of Letter of Award & prior to commencement of works<br><br>b) 25%- 30days after possession of the site subject to completion of the works by the Main Contractor to the satisfaction of the Designer<br><br>c) 60% upon completion of the works subject to completion of the works by the Main Contractor to the satisfaction of the Designer<br><br>d) 5% upon expiry of Defects Liability Period subject to completion of the works by the Main Contractor to the satisfaction of the Designer |
| Retention Percentage | 32.4 | N.A. |
| Limit of Retention | 32.4 | N.A. |
| Period for completion of the final account | 32.6 | 6 months from Substantial Completion of the whole of the Works |

e Renovation Works at G/F & Basement floor of the xxxx xxxxxx
P/10


| | | |
|---|---|---|
| eriod of payment of Certificates | 32.1 | a) 10%- deposit after signing of Letter of Award & prior to commencement of works<br><br>b) 25%- 30days after possession of the site subject to completion of the works by the Main Contractor to the satisfaction of the Designer<br><br>c) 60% upon completion of the works subject to completion of the works by the Main Contractor to the satisfaction of the Designer<br><br>d) 5% upon expiry of Defects Liability Period subject to completion of the works by the Main Contractor to the satisfaction of the Designer |


*Fig. 6.6 Sample of Payment Terms under the Conditions of Contract in a Tender*

HKIDA standard form of contract for design consultancy sets out a payment schedule based on project stages, with the amount of payment at various stages to be agreed upon by both parties. These stages include the following:

**(1)** Deposit payable upon the signing of the Articles of Agreement (the "Deposit")
**(2)** Upon confirmation of outline schedule;
**(3)** Upon confirmation of project design;
**(4)** Upon completion of tender drawings;
**(5)** Upon commencement of site work;
**(6)** Upon completion of x% of site work;
**(7)** Upon Practical Completion;
**(8)** Upon expiration of Defects Liability Period.

# CHAPTER 7

## A brief history of the professionalization of interior design in the Philippines
## By Louie T. Navarro

Philippines was one of the first countries in Asia to professionalize the interior design industry, first by the forming of professional organizations and later passing legislation to recognize and regulate the profession. Currently, interior designers have to pass a national examination before they can join the profession so as to ensure that they possess the requisite professional knowledge. The country offers a good case study for understanding how interior designers can professionalize the industry.

In 1964, the Philippine Institute of Interior Designers (PIID) was formed by a group of practitioners with the aim of advancing the profession. Composed of individuals with an already established practice, PIID pushed for the inception of standards and a code of ethics for interior design practitioners. But the initial exclusivity of this organisation did not accommodate those who were relatively new to the practice, most especially fresh graduates who obtained their degrees locally. This led to the formation of the Interior Designers Association of the Philippines (IDAP) between 1967 and 1968. Headed by interior design practitioners, who are themselves educators, membership to this group emphasized formal education: a Bachelor's degree in interior design was the minimum requirement for one to become a bonafide member of IDAP.

*Fig. 7.1 Map of Southeast Asia*

For a few years, these two organisations co-existed in a somewhat collegial senior-junior set-up where the former were composed of professionals with years of practice behind them, and naturally, a clientele base, and the latter were novice designers who were products of the schools offering interior design programmes. Although the founding of these two organisations had greatly contributed to the elevation of the public perception of interior design, the merger of the two in the 1970s was the pivotal moment that had paved the way for the future of the professional practice in the Philippines. This merger represented the convergence of standpoints—one driven by practice, the other, pedagogy—which led to the representation of the group of practitioners in the Batasang Pambansa (Philippine Congress) with Parliamentary Bill No. 393 of 1979 entitled "An Act Regulating the Practice of Interior Design in the Philippines and Creating the Board for the Purpose".

PIID
stands for
Philippine Institute of Interior Design
Abbreviations.com

*Fig. 7.2 PIID logo*

*Fig. 7.3 Professional Regulation Commission of the Philippines*

**Republic Act No. 8534**

**An Act Regulating the Practice of Interior Design in the Philippines**

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

**Article I**

**TITLE**

Section 1. *Title.*- This Act shall be known as the "Philippine Interior Design Act of 1998.Ó

**Article II**

**DEFINITION OF TERMS**

Section 2. *Definition of Terms.*- (a) *Practice of Interior Design* - The practice of interior design is the act of planning, designing, specifying, supervising and giving general administration and responsible direction to the functional, orderly and aesthetic arrangement and development of interiors of buildings and residences that shall contribute to the enhancement and safeguard of life, health and property and the promotion and enrichment of the quality of life. It shall embrace the following activities relative thereto:

(1) Consultation, advice, direction, evaluation, estimates, appraisals, adjustments and operational programming;
(2) Schematic designs and development, professional contract documents and construction phases;
(3) Preparation of preliminary technical, economic and financial feasibility studies including preparation of specialized studies;
(4) Preparation of plans, specifications, bill of materials, project cost estimates, general conditions and their contract documents;
(5) Interior construction and project management: administration, supervision, coordination and direction to the planning, designing, construction, renovation, demolition, alteration, preservation or restoration of building interiors;
(6) The practice of interior design shall also include all other works, projects and activities which require the professional competence of the interior designer, including teaching of interior design subjects and computer- aided design.

(b) *Interior Designer* - An interior designer is a natural person who has been issued a certificate of registration and a valid professional license by the Board of Interior Design.

**Article III**

**BOARD OF INTERIOR DESIGN**

Section 3. *Creation and Composition of the Board of Interior Design*.- There is hereby created a Board of Interior Design, hereinafter called the Board, to be composed of a chairman and two (2) members to be appointed by the for each position, submitted by the Professional Regulation Commission hereinafter called the Commission, from a list of five (5) nominees for each position recommended by the duly accredited and integrated association of interior designers in the Philippines. The first Board shall be organized within thirty (30) days from the effectivity of this Act.

Section 4. *Qualifications of Members of the Board*.- A member of the Board shall, at the time of his appointment, possess the following qualifications:

(a) Must be a citizen and resident of the Philippines;

(b) Must be at least thirty-five (35) years of age, of proven integrity as evidenced by his past professional conduct;

(c) Must be holder of a Bachelor's Degree in Interior Design conferred by a school, academy, college or university in the Philippines or abroad that is recognized and/or accredited by the Philippine government;

*Fig. 7.4 Republic Act 8534*

Spearheaded by the PIID membership, 1982 saw the passing of Board Resolution No. 21 series of 1982, which was the Specialty Board of Interior Design under the Board of Architecture of the Professional Regulation Commission. A licensure examination was put in place to ensure that a minimum set of competencies are met. The scope of the examination covered the following subject areas: (1) Interior Design; (2) Furniture Design and Construction; (3) Materials of Decoration; (4) History of Arts and Interior Design; (5) Building Construction; and (6) Professional Practice and Ethics.

On one hand, this examination ensured that practitioners of the profession were indeed capable of executing interior design work as a whole (made up of component parts as represented by these six knowledge areas,) while on the other, this examination signified to the public at large that their safety and welfare was warranted by interior design professionals who bore the valid professional identification card accorded upon individuals after the passing the said examination.

Moreover, the examination served to regulate interior design education. The six subject areas became mandatory core courses in all institutions offering a Bachelor's degree in Interior Design—which eventually saw the standardisation of a practice that saw all interior design professionals speaking the same language of design.

By 1986, a petition was filed to identify the profession as distinct from architecture. It took a little more than a decade before this initial legislative move to further strengthen the profession came to full fruition with the Republic Act (R.A.) 8534 of 1998. This act did more than just grant the profession an autonomous status, it actually afforded a definition for which all practitioners and more importantly, the general population, can draw upon.

According to this act, the practice of interior design is the act of planning, designing, specifying, supervising and giving general administration and responsible direction to the functional, orderly and aesthetic arrangement and development of interiors of buildings and residences that shall contribute to the enhancement and safeguard of life, health and property and the promotion and enrichment of the quality of life.

Furthermore, under this new law, the notion of a registered interior designer as certified by passing the professional licensure examination—on top of having graduated from a higher education institution with a Bachelor's degree in Interior Design—was brought to the forefront. With the exception of those who were already licensed under the Specialty Board of Interior Design, those who have taken sixty units of interior design courses and with proof of practice in the previous ten years, and licensed architects with proof of interior design practice in the previous ten years, all other individuals 'practicing' interior design are to be considered unregistered and may be subject to penalisation if warranted.

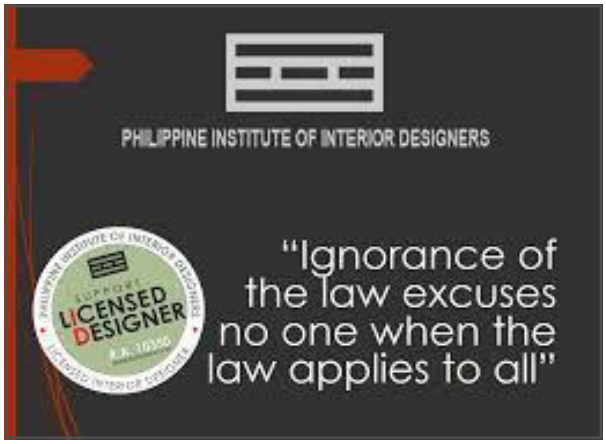


*Fig. 7.5*

This law also created for the profession its own Board of Interior Design (BoID) composed of practitioners of the trade who understands what the profession entails in order for him/her to ensure compliance with the law and the oversight of the practice of interior design in the country. It also recognised the need for one accredited national organisation with which all examinees upon passing the Board Exam automatically become members.

Another salient point included in R.A. 8534 is a foreign reciprocity clause that allowed for foreign practitioners to work in the country (by way of a temporary/special permit) so long as their home country extends the same courtesy to Filipinos intending to work within their territorial limits. This is, in fact, an early move towards internationalisation and was inspired by collaboration and exchange of knowledge to ultimately benefit the public.

An update to R.A. 8534, entitled An Act to Regulate and Modernise the Practice of Interior Design in the Philippines (R.A. 10350) was passed in 2012. This Act imposes heavier sanctions against illegal practitioners of the trade such as those local practitioners without a valid certificate of registration and/or a valid professional identification card—simply put, those who practice without passing the professional licensure examination for interior designers. In line with this, proprietary rights to include plans, specifications, and all other interior design contract documents that contain the concepts of the interior designer are now explicitly covered by this new law.

*Fig. 7.6*

*Fig. 7.7*

A seemingly small detail that has also been included in this update is the legality of the use of the title "Interior Designer", "Interior Design Consultant", "Interior Design Stylist", "Interior Design" or the official appendage title "IDr." Moving forward, only those registered interior designers may use these appellations and anyone using the same will be subject to prosecution.

The scope of the examination was also modified to reflect the latest trends and developments in the practice and now covers the following subject areas: (1) Interior Design; (2) Furniture Design and Construction; (3) Materials of Design and Decoration; (4) History of Arts and Interior Design; (5) Interior Construction and Utilities; (6) Colour Theory; and (7) Professional Practice and Ethics.

As the profession looked forward and envisioned a future of global competitiveness, R.A. 10350 pushed for the continuing education of practitioners through Continuing Professional Education (CPE—later to be renamed Continuing Professional Development/CPD). This ensured that interior designers, no matter their level of expertise, continued to enhance their knowledgebase. Activities that earn CPE/CPD credit units include pursuing post-graduate education, attending seminars related to the practice of interior design, visiting cultural institutions, among others, are defined by the PIID. As licenses are renewed every three years, members are required to present a Certificate of Good Standing from the organization. This certificate signifies compliance of the following: (1) 45 Continuing Professional Development/Continuing Professional Education credit units; (2) Updated membership dues; and (3) General Membership Meeting (GMM) attendance.

Today, the tripartite committee composed of the Board of Interior Design (BoID), Philippine Institute of Interior Designers (PIID), and Council of Interior Design Educators (CIDE) that respectively represents the regulatory, professional, and educational arms of the practice, continue to find ways—such as adding a year or two of work experience as requirement before one can apply to take the licensure examination for interior designers—in order to ensure the continued flourishing of the interior design profession in the Philippines.

*Fig. 7.5*

**National Interior Design Code of the Philippines**

The adoption of the Technical Standards for the Practice of Interior Design in the Philippines, or more commonly referred to as the National Interior Design Code of the Philippines or ID Code, in 2007 further legitimized the practice by way of the acknowledgment of the State of interior design's contribution to nation building on par with architecture and engineering.

Both the formalization of the ID Code and the passing of R.A. 8534 would not have been realized if it wasn't for the efforts of a unified profession under the PIID, which is an often-overlooked detail within the grander context of legislation and policy making

The ID Code is composed of nine sections, the first three of which refer to the regulatory measures particular to the practice while the next six sections expand on technicalities dealing with actual interior design and construction. As noted in the introduction to the ID Code: "The detailed provisions in this Code are designed to be of minimum standards and compatible to related publication standards that are internationally accepted."

In summary:

(1) General Provisions - includes the declaration of policy (as quoted above) and the rationale behind it, such as encapsulated in the consideration of cultural and historical aspect of structures and design elements (both aesthetic and functional aspects) that guarantee the welfare of users. This section also echoes the definitions of interior design and interior designer, who can practice interior design, and the scope of the profession as articulated in the Philippine Interior Design Act of 1998 (R.A. 8534).

(2) Administration and Enforcement - include the statement of purpose and scope of the ID Code as it relates to the National Building Code of the Philippines (NBC). This section anticipates conflicts that may arise across disciplines, whereas applicability of the law favours the most restrictive to ensure the public's safety. Applicability of the Code for existing structures is also included as in the cases of additions, alterations, repairs or renovations—especially for structures imbued with historical importance. The proper use of the interior designer's seal as approved by the Board of Interior Design (BoID), indication of professional license number, and Professional Tax Receipt number alongside the designer's signature (as articulated in R.A. 8534) is emphasised as minimum compliance to the ID Code.

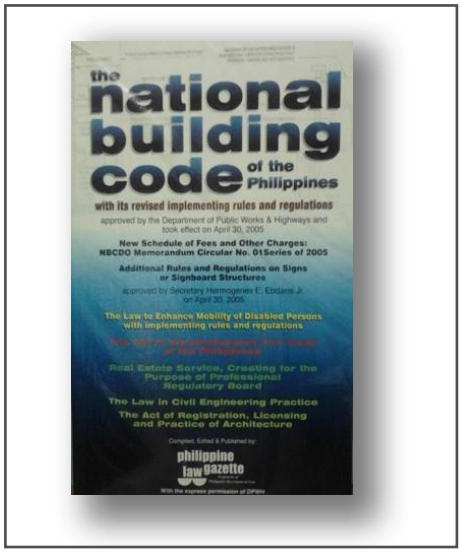



*Fig. 7.9*

(3) Permits & Inspection - includes the provision for the mandatory requirement of Ancillary Permits (duly signed and sealed by the corresponding professionals such as the interior designer) the lack of which will render the Building Permit null and void. Application for the Ancillary Permit for Interior Design Construction includes the accomplished form duly signed and sealed, plans, specifications, and all other interior design contract documents. An on-site inspection will be conducted by the Office of the Building Official (OBO) to ensure strict compliance with the approved Ancillary Permit for Interior Design Construction. In line with this, the interior designer is mandated to periodically conduct site visits in the course of construction to ensure compliance with the said permit. A Certificate of Completion must also be signed and sealed by the interior designer to be submitted to the OBO who in turn will recommend the issuance of the Certificate of Occupancy.

(4) Light and Ventilation - includes general provisions with emphasis on utilization of natural flow patterns for optimum thermal comfort and air quality. Although more generally addressed to architects and engineers, interior designers under this provision are tasked to ensure habitability—in particular when dealing with spaces that have limited access to natural light and ventilation.

**General provisions**

Minimum requirements are set for interior ceiling heights: 2.40 meters for single storey structures whilst for buildings with more than one floor the first storey must have a clearance of 2.70 meters, the second storey with 2.40 meters, and the succeeding floors at a minimum of 2.10 meters from the finished floor line. This is in full consideration of the responsibility of the designer in the design and specification of both ceilings and floors of interior spaces. In line with this, the design of mezzanine floors for the interior is restricted to not exceeding fifty percent of the floor area above/below it with a minimum overhead clearance of 1.80 meters above and below it. Sizes and dimensions of rooms (with natural ventilation) are also included in this section which serves as a guide for the erection of non-load-bearing interior walls. General rooms suitable for human habitation is set at a minimum of 6 square meters with minimum dimension of any given side no smaller than 2 meters. Kitchens must be at least 3 square meters with the minimum dimension of at least 1.5 meters while toilet and baths must be at 1.2 square meters and 0.9 square meters respectively. Air space requirements (with natural ventilation) are also taken into consideration in determining room sizes where habitable rooms must have 14 cubic meters of airspace per person.

**Ventilation**
Passive cooling and ventilation are promoted, referring back to natural, cross-ventilation solutions that date back as far as the Spanish Colonial period in the history of Philippine construction. Artificial ventilation is accounted for, most especially for commercial and institutional spaces, and must subscribe to provisions set in the Mechanical Engineering (referral) Code.

**Lighting**
Natural lighting is also championed with emphasis on putting in place "sun control devices to minimise heat gain in the interior spaces." Provision for artificial illumination depends on the activities to be performed as identified beforehand by the interior designer and must subscribe to the prescribed standards set in the Electrical Engineering (referral) Code.

(5) Interior Materials and Finishes - includes specific materials and finishes for appropriate use in the interior walls/partitions, ceiling, moulding/trims, flooring, windows and doors, and stairs. A list of Philippine indigenous materials suitable for use in the interior such as abaca, rattan, buri, etc. has also been appended in order to promote the use of the same amongst the practitioners of the profession. Emphasis on the use of finishing materials such as wall covering, paints, and fabrics that have been approved safe for use in the interior— specifically in terms of flammability, is also included in this section.

(6) Furniture, Furnishings & Equipment (FF&E) - includes general provisions for all 'loose' items in the interior. It is specified that as one of the interior design contract documents, the FF&E should include "the design, selection, specification, colour coordination and procurement documentation (and cost estimates) of the required items necessary to meet the functional, operational, sustainability, and aesthetic needs of the facility." More specific to the design and manufacture of furniture items, anthropometric and ergonomic data and dimensions for the most common furniture, such as tables and chairs, are also included here for easy reference.

(7) Fire Resistive Requirements in Construction - includes a more specific provision for the interior as an amplification of the NBC section on Fire Resistive Standards. For interior walls and ceilings, materials to be used must have a one-hour fire rating. All other materials required to be "flamespread proofed" must use flame retardants having a flame spread rating of 50 or less as determined by the Tunnel Test. Lastly, aside from having to use finishing materials (specifically fabrics and textiles) that are approved safe to use in the interior, a precautionary measure in the form of application of fire retardant finishing is prescribed for residential use. For commercial interiors, an inherently fire-retardant material is recommended.

(8) Sustainable Design - this section is reflective of the Code's adaptability to the most recent developments and trends in the practice of interior design. In recognising the interior designer's role in the reduction of ecological footprint of a building, this section includes general recommendations that can help the designer come up with interior solutions with variables such as energy conservation, optimisation of use, use of environmentally-preferable materials, minimal environmental disruption at the forefront, to wit:

- Use the simplest technology appropriate to the functional need, and incorporate passive energy-conserving strategies responsive to the local climate.
- Use renewable indigenous building materials to the greatest extent possible.
- Strive for "smaller is better." Optimizing use and flexibility of spaces so overall building size and the resources necessary for construction and operation are minimized.
- Consider "constructability." Striving for minimal environmental disruption, resource consumption, and material waste, and identifying opportunities for reuse/recycling of construction debris.
- Provide equal access to the full spectrum of people with physical and sensory impairments while minimizing impacts on natural and cultural resources.

- Allow for future expansion and/or adaptive uses with a minimum of demolition and waste. Materials and components should be chosen that can be easily reused or recycled.

- Make it easy for the occupants/operators to recycle waste.

- Apply natural air conditioning techniques to effect appropriate comfort levels for human activities.

- Avoid over-dependence on mechanical systems to alter the interior climate (such dependency signifies inappropriate design, disassociation from the environment, and non-sustainable use of resources).

- Analyze whether the climate is comfortable, whether it is too cool or too hot for the anticipated activities, and then which of the primary climatic components of temperature, sun, wind, and moisture make the comfort level better (asset) or worse (liability).

(9) Universal Design - includes provision for internationally accepted standards in design that facilitate use “by as many people as possible regardless of age, ability or situation” that is closely linked to notions of inclusivity/accessible design/design for all. Provisions for use of graphic signs for the physically-challenged and visually-impaired subscribes to the International Symbol of Access. Further, this section details the implementation of universal design by way the following principles:

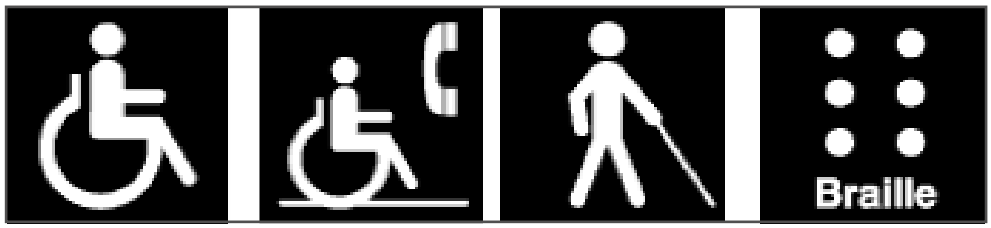



*Fig. 7.10*

1. *Equitable Use*: The design is useful and marketable to people with diverse abilities;

2. *Flexibility in Use*: The design accommodates a wide range of individual preferences and abilities;

3. *Simple and Intuitive Use*: Use of the design is easy to understand, regardless of the user’s experience, knowledge, language skills, or current concentration level;

4. *Perceptible Information*: The design communicates necessary information effectively to the user, regardless of ambient conditions or the user’s sensory abilities;

5. *Tolerance for Error*: The design minimizes hazards and the adverse consequences of accidental or unintended actions:

6. *Low Physical Effort*: The design can be used efficiently and comfortably and with a minimum of fatigue;

7. *Size and Space for Approach and Use*: Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user’s body size, posture, or mobility.

# CHAPTER 8

## Design-preneurship Interviews
## Steve Leung

Steve Leung is an award-winning architect and interior designer who restructured his company Steve Leung Designers (SLD) in 1997, which has since developed into one of the largest interior design consultancies in Hong Kong, with a staff of over 400 and branch offices in Beijing, Shanghai, Guangzhou and Chengdu. In 2014, Chinese company Jangho Group acquired a stake in SLD, which took SLD to another level. In this interview, Leung talks about his management style and his plans for the future of his firm.

*Fig. 8.1*

**Q1: SLD is the biggest and most well-established interior design firms in Hong Kong. What is your management philosophy?**

The most important thing is personnel management and establishing a good management system. I started my company by myself in 1987, and thirty years later I head a company with a staff of over 400. SLD is considered a large firm not only in Hong Kong, but in China and Asia as well. We are a purely design consultancy firm and we do not do any contracting work, which is a rarity in the interior design profession.

In addition to design, I also enjoy management because I like to think. In addition to thinking about design, I also think frequently about how to improve the company, to make it a more efficient and happier working environment and how to serve clients better. Since I am a designer, I know the whole design process, how designers work as well as their likes and dislikes. My management system is human-centred, taking into account the needs of employees, the boss, clients and other perspectives. This system is tailor-made for this company, and its growth over the years is a testament to its effectiveness.

**Q2: SLD has four offices in Mainland China and a head office in Hong Kong with a staff of over 400. What difficulties do you face in managing this company?**

Designers are hard to manage, because they have their own way of thinking and doing things, and like working odd hours. Perhaps this is their nature. But we cannot work this way, and treat ourselves like artists and just focus on design alone, for interior design is teamwork and designers must have team spirit. Design is a profession, which requires self-discipline, cooperation, adherence to rules as well as creativity. Therefore, I try to adjust designers' mindsets and do not allow them to think that they can be undisciplined.

I prize employees' commitment and enthusiasm. During my regular meetings with design teams, I would invite the whole team into my office, including trainees or design assistants, and the team members treasure this opportunity to communicate with me. They don't feel the boss inapproachable. I hope to foster a sense of belonging in employees so that they enjoy the whole design process.

During our annual dinner, we have an internal design award to create a benign sense of competition among the various design teams. We would choose ten best designs of the year, and award gold, silver and bronze awards, and this inspires employees to strive to do better and plays a role in raising company spirit.

Designers are different from other professionals in that you cannot just motivate them with money, but of course you cannot neglect monetary rewards such as year-end bonuses. I think employee remunerations should be tied in with their performances, and so I designed a system in which each design team's financial performance is calculated independently and is regularly reviewed, and I encourage the teams to improve their operational efficiency. In this way, in addition to design, they also care about financial numbers and efficiency. In the past, many teams complained that they had too much work to do, now they pester me for more projects, which shows how successful this system is. Some people would ask, does that mean the teams are just concerned about money? In fact, in addition to efficiency, we also look at quality, and we give each project an overall score that includes aesthetics and efficiency so as to get a balanced view of the teams' performance.

**Q3: SLD is responsible for many different projects at any one time. How do you maintain quality control of your projects?**

To maintain quality control, we have a central design committee whose members include myself and two other directors of design, one of whom is responsible for Hong Kong and overseas projects while the other is in charge of Mainland Chinese projects. They are my left and right hands and help me supervise the quality of all projects, which have to be signed off by them or me before they can be implemented. Even with this central design committee, taking care of over a hundred projects at a time is a heavy workload, but many projects belong to types that we had done before, which allows us to devote more resources to new kinds of projects.

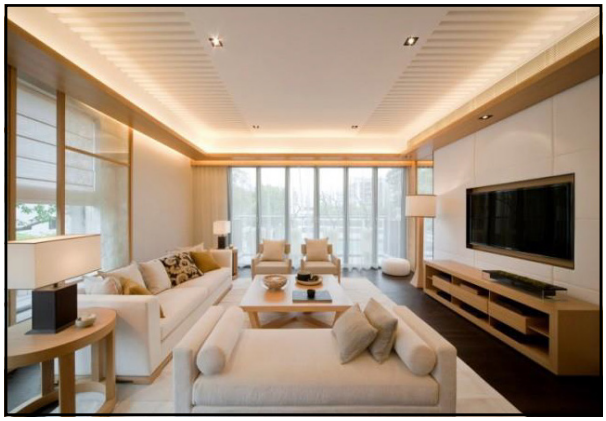


*Fig. 8.2*

In addition, the central design committee also conducts research and development of new design styles. We often work on tight schedules on design projects, so we need to do plenty of prior research and development.

**Q4: SLD sold a 70% stake to Mainland company Jangho Group in 2014. What is the business strategy behind this move?**

The company will have its 30th anniversary next year, and I first started thinking about its succession nine years ago. I had a 100% stake in the company, and if one day I could no longer work, it would be a disaster. I hope that while I am still healthy and in control, I can arrange for the company's succession. I thought of the ways I could achieve this, and it narrowed down to a few choices.

The first is nurture talents within the company and pass on the company to them. But why should these people take over? Many construction companies give some of their shares to able staff. However, my company is worth a great deal of money, and employees may not want to invest in it. Another way is to give away shares of the company to the staff while the boss retains majority stake, but this may not be the best way.

The second method is to take the company public. Many people have suggested that I list the company on the stock exchange and let the market determine its value. However, there are few design companies listed in the stock exchange, and their shares are not traded widely. Also, I have a fear of numbers, and have never bought stocks. Reporting to the Securities and Futures Commission is also a lot of trouble, so I decided not to pursue this path.

The third way is for someone to buy up the company, but I never seriously went out to look for buyers. Yet life is strange sometimes. One day, a man got into contact with me through a mutual friend. I thought he wanted to sell me something, but in fact he told me that his company was interested in acquiring SLD. He said that they have looked into many Hong Kong design companies, and decided that SLD is the most suitable because it is a sizable company with a well-run management system and clear financial picture. Over the years I had made the right decision in that the company's financial books have been overseen by one of the largest accounting firms in Hong Kong.

I require that my colleagues make a clear separation between personal and company expenses. After our inhouse financial department is done with the accounting, we pass the books to the accounting firm for auditing. This is one of the strengths of SLD, and due diligence conducted by Jangho Group indicated that our company was sound in all respects. The whole acquisition process went very smoothly and was completed in only three months.

I am very happy with the deal. I exchanged stakes in the company for cash, which enables me to do many things. Also, my company's value is recognized in the process. Jingo Group is a well-established listed company, the largest curtain wall company in the world with projects all over the globe, and they will certainly help SLD's development. Employees know that the company will go on, and that even after my retirement, I will continue to work. They recognize that opportunities abound in the future, and will be more committed to their work.

I am lucky to have encountered Jangho Group. In the past few years, they had not interfered with the running of SLD and have let us manage the company on our own, since we are the ones who are the most familiar with its operation. Also, under our acquisition agreement, they agreed not to participate in the management of SLD, and we only have to be accountable to them financially. In the future, SLD will be overseen by the central design committee, with the design teams managing their finances and designs independently.

**Q5: What do you see are advantages and limitations of this generation of designers?**

I feel young designers should broaden their horizons. Hong Kong designers enjoy many advantages now, and the city's economic and social prospects are good. Mainland China represents a big market, so they should not resist it. Young designers should brush up their Putonghua, for language is important both for business and making friends. They should work hard and honestly, for I too had worked my way up from the bottom.

Gary Chang is a certified architect who graduated from the Department of Architecture at the University of Hong Kong. He founded his first company, EDGE, in 1994, which was renamed EDGE Design Institute in 2003. With a portfolio that includes residents, retail shops, hotels, restaurants, offices and furniture, EDGE has been involved with design projects throughout Asia, Middle East and Europe, and has garnered multiple international awards.

*Fig. 8.3*

**Q1: EDGE design's projects encompass many different typologies including interior design, exhibitions and products. How do you make sure that clients recognize EDGE's signature style across all these disciplines?**

Our company has been in business for 22 years. When I started, I did not have a solid business plan, but with the accumulation of experience, we now have a clear vision of how we design as well as a united direction and strategy. For example, I have kept the number of employees to around 20, never exceeding 20, because I feel that if the company is too large, it is no longer a design firm, and I would have to spend too much time on management.

In keeping with current trends, we have opted for a more flexible approach, and seek out the cooperation of various consultants such as structural engineers, electric and mechanical engineers, etc., when necessary. By contracting out the work, I avoid over-expanding the company.

**Q2: EDGE's design team comprises different types of designers. How do you deal with differences in opinions when you are working together on projects?**

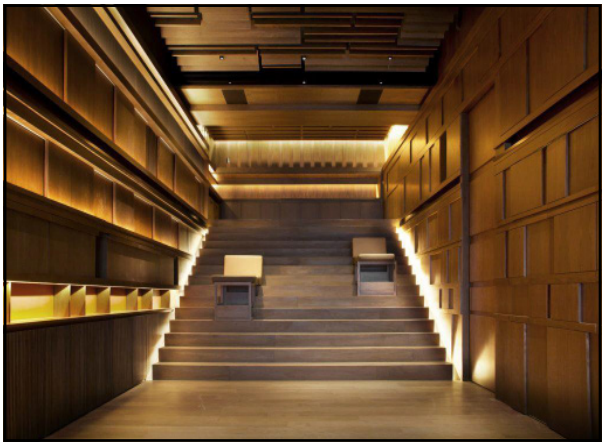


*Fig. 8.4 Private Music Studio*

All of our designers studied architecture or interior design, and we do not have product designers in our team. Even so, our projects also involve product and graphic design. Once you have accumulated a certain amount of experience, you can start doing projects in other areas--it just depends on your organizational capabilities and the ability to deal with complex matters. I feel that those who have studied architecture are equipped to deal with complex matters such as human resources, time and budgets, and that the same concept can be applied to different media.

In teamwork, communication is of utmost importance. Within my company, my role is like a professor in a university. I would only give general directions to my employees rather than try to control everything. In many large companies, the bosses like to micro-manage every move, but the disadvantage is that under such circumstances, employees lose their agency and wait for the boss to tell them what to do. Bosses have to learn how to motivate employees. Sometimes being in a difficult spot may inspire creativity. I would not try to dictate everything, and if employees have better ideas, they do not have to listen to me as long as they complete their assigned tasks, so they have a great deal of freedom.

**Q3: Clientele is very important for a design company. When you were starting out, how did you find your first batch of clients?**

The easiest way to get your first clients is through personal contacts, but not every designer has such resources. When I started out, I found that participating in competitions was a way to get yourself known. Young designers have not yet built up their own networks, so getting awards in competitions provides a direct way for people to become acquainted with your designs. The advantage of obtaining clients this way is that they tend to approve of your ideas, so there would be fewer conflicts when it comes to communicating design proposals later, which makes the design process go more smoothly.

**Q4: What is the difference between the Mainland Chinese and Hong Kong interior design markets? Do the clients in these locales have different concerns?**

My design team and I had started working on Mainland design projects in the 1990s. After more than 20 years, I've come to the conclusion that Mainland projects do not bring me a great deal of satisfaction in many respects, including the contract, fee and the end results. That's why EDGE has been actively pursuing other markets in recent years and reducing the proportion of Mainland projects.

**Q5: When you have disagreements with clients with regards to design or construction, do you try to insist on your own style or follow the clients' wishes?**

There are many good designers, but few good clients. When faced with disagreements, I would try to explain my decisions, but unfortunately, few clients listen to reason. However, we are relatively fortunate in that many clients come to me because they appreciate my designs, so the chances of conflicts are greatly lessened. When disagreements do arise, I try to explain things in a rational and professional way. Many clients are too insistent upon their own preferences and neglect practical difficulties, and whether or not their design ideas are reasonable.

**Q6: EDGE specializes in transformative/adaptable designs. What is the greatest difficulty in carrying out such designs?**

Moving parts involve structural, material and durability concerns. We have to make the design user-friendly, otherwise it's difficult to motivate people to use it. Nowadays there is a great deal of demand for these kinds of designs, and there are thousands of cases from furniture to interior spaces and even entire high-rise buildings that make use of this concept, which has become a growing trend. In terms of manufacturing, large components require much technical skills and are not easy to make, and so there are costs challenges. Sometimes we have to rely on mass manufacturing to cut down on costs, or use pre-fabricated materials or shift manufacturing to places where labor costs are lower. For example, our company is currently working on a project in India, and because they do not have experience in making many of these kinds of parts, the client wants us to manufacture them in China and transport them there. This creates business opportunities between the fields of interior design and manufacturing. At present, my company is not just focused on the Mainland market, for interior designers from all over the world work globally, so we should set our sights further and spread the risks.

*Fig. 8.5 West Kowloon Private Apartment 2014*

**Q7: The projects that your company had done in the past, such as Suitcase House 2002, Domestic transformer 2007, and the more recent West Kowloon Private Apartment 2014 and Private Music Studio 2016 all employ your signature transformative and adaptable design concept. How has your thinking changed over the years in this regard?**

One of our most important design concepts is limited space. Starting with the design for my own apartment, my original intention was just to improve my own living conditions, but I accidentally chanced upon a global problem, which is that in big cities, living spaces are getting smaller and more expensive, and Hong Kong has become an authority in this area.

I think that if you come up with a good concept, you should keep deepening and developing it. I have come to discover that transformative designs are not just applicable to residential projects and that it can be used on projects of different scales, from 10-square-meter spaces to 4000 square meters. The advantage of this design concept is that it creates many possibilities within a space, which can be changed according to different needs.

*Fig. 8.6 Transformer home*

*Fig. 8.7*

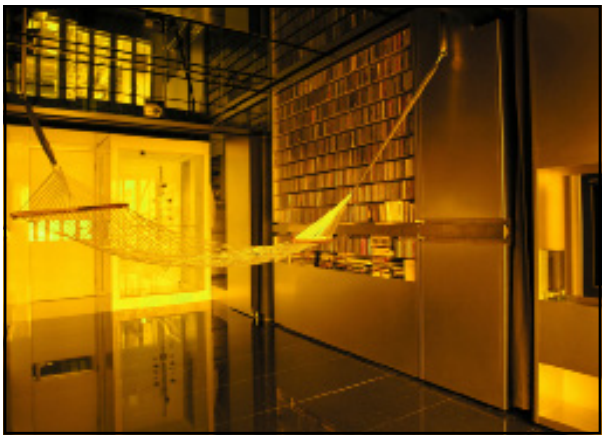


*Fig. 8.8 Transformer Home*

*Fig. 8.9*

**Q8: Hong Kong does not put much value on interior and architectural design. In the face of competition from Mainland China, how can Hong Kong designers maintain their edge? How do you view the future development of Hong Kong interior design?**

We are all aware that the standards of the design profession in China have been improving in recent years, and the gap between China and Hong Kong is narrowing. To deal with this situation, we must explore other possibilities and promote Hong Kong design in order to obtain more opportunities. Of course, we must also rely on the efforts of the government and the Hong Kong Interior Design Association. At the same time, rather than just waiting for the government to help us, we should all try to break out of Hong Kong and seize on every opportunity by finding our own niche and developing it. As long as we insist on doing good design, I believe Hong Kong designers can maintain their advantage.

Mr. Wong was born in Hong Kong to a family of steelmakers, and his childhood was spent in his father's steel fabrication shop. Upon graduating with a degree in Fine Arts and Architecture, Ricci took private design jobs and tried to learn by trial and error on how to combine artistic craftsmanship with architecture. In 2011 Ricci opened his first studio in Fotanian Art Village and equipped it with digital CNC machines. The studio scaled up gradually and in September 2013 Ricci teamed up with two partners to form LAAB. After three years, Ricci Wong decided to depart from LAAB and continue his career at RAAW, which he founded in 2011. Mr. Wong was born in Hong Kong to a family of steelmakers, and his childhood was spent in his father's steel fabrication shop. Upon graduating with a degree in Fine Arts and Architecture, Ricci took private design jobs and tried to learn by trial and error on how to combine artistic craftsmanship with Architecture. In 2011 Ricci opened his first studio in Fotanian Art Village and equipped it with digital CNC machines. The studio scaled up gradually and in September 2013 Ricci teamed up with two partners to form LAAB. After three years, Ricci Wong decided to depart from LAAB and continue his career at RAAW, which he founded in 2011.

*Fig. 8.10*

**Q1. Could you tell us about your background?**

After graduating from the Department of Fine Arts at the Chinese University of Hong Kong, I enrolled in the Department of Architecture at the University of Hong Kong. My father was a steelmaker and my uncles and cousins all worked in the trade, and I started helping out with moving steel around and soldering, etc. at a young age, so I have long been familiar with structure and production. After graduating from the architecture, I did not join a regular architecture firm. Instead I worked as a part-time designer for my former teacher at an interior design company, and later partnered with a contractor to do construction work. I gradually got to work on a large variety of projects, most of which were refurbishment jobs, but some projects allowed me to express my creativity.

*Fig. 8.11 Playable Journey · Yoho*

In 2011 I established my own studio in Fo Tan, and took on OEM and machining jobs. This experience made me realize that design is the process from conception to completion. Frequently, what we learn in school is just the formal part, but I found that I learnt the most from the production and manufacturing process, which grounds you and prevents you from living in a fantasy world.

Aside from design, one has to consider many issues such as maintenance, management, natural disasters, etc., and try to come up with solutions to these problems.

Many people are astonished at our ability to create such a wide variety of works, but the hard work and craftsmanship that goes into them is hard to describe in detail. We once designed a stainless-steel slide, but initially, we did not take into account the gravitational force of the human body as it goes down the slide, which may cause people to fall off. If you call yourself a designer, you must be able to deal with such safety issues.

Some people graduate from school and want to join a large firm. Others want to start their own company. Actually, starting a company is a lot of trouble because there are so many things to manage. You have to have a lot of courage and patience to start a business. Perhaps you need to endure a long fallow periods before you are able to find jobs. We started from zero and gradually built up out network of clients.

**Q2: What was the turning point for your company?**

One time, we chanced upon to opportunity to produce art works for exhibition for a foreign participant of the Hong Kong-Shenzhen Biennale. Then on Fo Tan Open Day, we used acrylic to make some intricate snowflakes, which attracted the attention of the luxury brand, Hermes. Clients came to us not because we were famous, but because what we did was interesting. I always joke that we came in through the backdoor and got out in the front entrance. On the whole, our starting point is production, and we try to incorporate that into our designs, rather than influencing production with design like most companies. We feel that without an adequate understanding of production, you can't interpret a design well.

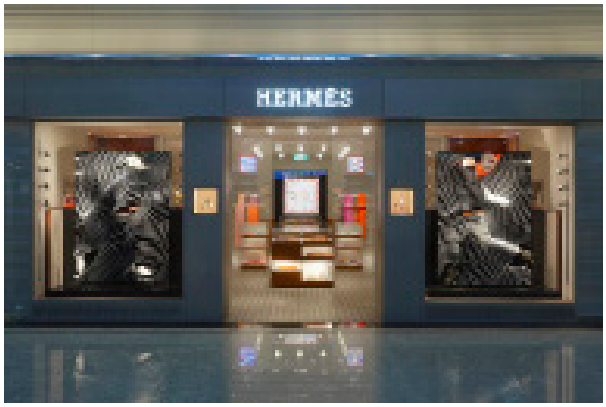



*Fig. 8.12*

**Q3: Your designs are very different from a lot of other companies. Does this reflect a certain commercial strategy?**

To cite an example, during the Renaissance, Michelangelo was a mathematician, astronomer and a Christian. At the same time, he painted frescoes on church ceilings and created sculptures. Art was everything, and architects must not say that they only know construction and use that as an excuse not to understand art.

I frequently consider how to obtain the best elements in different things and apply them in design. It'd be best if we can think like Renaissance figures and approach different areas without boundaries. You cannot just think in terms of a certain design discipline and lose your sense of curiosity about other aspects of life, because only in this way can you learn from others and get inspired to come up with new solutions. This is more like a way of thinking than a business strategy.

*Fig. 8.13*

**Q4: How do you expand your client base? How do you position yourself in the market place?**

Many of our projects are related to public space, and a large percentage of our clients were exposed to our works through various means and sought out our company by referral. Other than promoting the company through its Facebook page, we do not do much promotion. We do not do any direct advertising because we believe that displaying our works in public is a good promotional method, and the media will naturally come and interview us. Compared to paying for advertising, we think that creating interesting works that spark media interest is a better strategy. In addition, we also hold seminars as a way of attracting public and client interest.

**Q5: Many people got to know your company through the project Small Home Smart Home, and feel that your marketing was very successful. Is this the result you had anticipated from the start?**

It was out of our expectations. Initially, a young married couple came to us to design a 28m$^2$ apartment, which was very challenging. They think that rather than paying for just a little bit more space in Central, it's better to spend the money on interior design. We took this on as a design and build project because of the difficulty in construction.

*Fig 8.14 Small Home Smart Home*

The project and the accompanying video were very good. This project is different from others in that all the gadgets interact with each other but are not over-bearing, and the couple and their pets enjoy our personalized design touches. We recommended this project to CNN, and fortunately they gave us coverage. From there, other media outlets also approached us. Many Mainland designers got to know about us through this project, and numerous property developers now want to work with us.

*Fig 8.15 Small Home Smart Home*

**Q6: Can this project be used as an example and be applied to other ones?**

The essence of Small Home Smart Home is not in its construction, but how it thoroughly expresses architectural space, visual elements, material usage and design concept. In the realm of interior design, there are many similar projects that are about transformative spaces, and this is just one of the directions that we are adept at. Currently, we are in negotiation with a few large property developers to work on various large-scale projects.

**Q7: Your company was part of PMQ's incubator program. Can you share with us your experiences?**

*Fig. 8.16 Merry-Bike-Round*

*Fig. 8.17 Jellyfish Fermata*

PMQ allowed the company to increase its fame and enhance the value of our brand, and gave our clients more confidence in us. PMQ also provided us with many collaborative opportunities such as the chance to produce several installations works like Merry Bike Round and Jelly Fish Fermata. We are able to design and produce unique installations and exhibit them to the public and interact with them.

In addition, at PMQ we grasped techniques on how to promote our company, especially about using very little resources to let people know about us and our abilities. Installation art was important to us because such artworks were displayed in public and gave us exposure. Our installation art garnered two awards and brought recognition to the company.

**Q8: Looking into the future, how should new designers equip themselves to face the challenges of the future?**

I think that the education system in Hong Kong is very strange. Students' grades are used to determine their future career direction, and few choose subjects related to art, design or creativity. When interviewing potential employees, we look at their portfolios and try to gauge whether the applicant has passion and a sense of mission about the profession, as well as whether their thinking is practical. Those with plenty of ideas, are optimistic and have a sense of humor are perfect for joining our team. This profession needs people with innovative ideas who can put them into practice, not dreamers.

William Lim is Managing Director of CL3. He graduated from Cornell University in the U.S. with a Bachelor's and Master's Degrees in Architecture, after which he worked in Boston as an architect for five years until his return to Hong Kong in 1987. Subsequently, he founded CL3 in 1992. Lim is registered with the National Administration Board of Architectural Registration in the United States, and holds a variety of academic posts both in Hong Kong and abroad. Lim is also an accomplished artist with a passion for Chinese artifacts and contemporary art. He incorporates a variety of artistic elements into his architectural and design pieces, and is actively involved in public art installation projects. He has participated in Venice Biennale's International Architectural Exhibition in 2006 and 2010, and the Hong Kong & Shenzhen Bi-City Biennale of Urbanism/Architecture in 2007, 2009 and 2012. His works have been exhibited in Hong Kong, Chengdu, the United States, and the Netherlands.

*Fig. 8.18*

**Q1: CL3's design is very artistic. How do you combine architecture, art and culture?**

I feel that design should reflect the culture of that country. A client once told me that when he woke up in a hotel room on business trips, he often did not know where he was. I decided that in my hotel designs, I would try to express the culture and vitality of a locale. Starting with East Hotel, I incorporated local culture into my design. I'd consider the arrangement of the entire space and every single wall. If a wall required artwork, we would provide it. In addition, we would enhance the interior space with art and local culture. I resist using symbolic elements; I want to express the spirit of local culture rather than just symbolic elements.

*Fig. 8.19 Hotel Icon*

**Q2: You are recognized for your installation art. How do installations help your company, and what do they mean to you personally?**

I got into doing installations by chance--it was not a planned move. After SARS, the Hong Kong Tourism Board wanted to promote tourism and held a lantern festival at Victoria Park. I came up with the idea to do a giant lantern using bamboo, and in the process found out about bamboo construction. We modified traditional bamboo construction techniques—for example, bamboo constructions are normally not curved or round. I designed the structure and explored ways to put it into practice. This exhibition made people realize that bamboo is a special material, and more and more Hong Kong artists have started using it, which is a good thing.

*Fig. 8.20 Fish Lantern*

I see installations as a branch of architecture. It is a temporary architectural space, and the process of constructing is the same as that of a high-rise building. After completing that piece, I was invited to give many seminars, and people came to know me as an architect who is capable of doing both architecture and art, and some knew about me through art alone. This has also been helpful to the company from a business angle.

**Q3: Did you try deliberately to establish your corporate image as an interior designer who is artistically inclined?**

It was not deliberate. CL3 was lucky that we secured Nike as a client from the beginning. At the time, Nike placed a great deal of emphasis on visual effects and used design to incorporate art and brand identity, such as using large photos to achieve visual effects. I didn't use art as a marketing tool, but rather, more and more projects started to incorporate artistic or installation elements, perhaps because the whole market has become increasingly artistically oriented. Since I am interested in art, many people put the two together, and expect that all my projects must contain artistic elements.

**Q4: How did you start CL3?**

I studied in the United States, and worked there for a time after I graduated. Later, I returned to Hong Kong and started to work for a property developer. In 1992, a few friends came together to start a company and wanted an architectural designer to join. So together we founded CL3, and I became one of the 3 "Ls". We were lucky in that when the company first started, the economy of China was taking off, which helped the company to grow. Throughout these years, CL3 experienced many ups and downs, but we managed to hold on and overcame many difficulties.

**Q5: CL3 seems to be in a healthy state. Aside from entering the Mainland China market, you have also set up branch offices in China. How do you maintain your projects' standard and quality?**

We don't have a specific system. The company is just a group of people working together. The Chinese name of the company means "thinking together", and we operate as a design studio. We have some 60 employees now, and we don't want to be too large. We established branch offices in China because we realized that design is only one aspect of a project, but the most important part is how to complete it. We have many projects on the Mainland, and we need people on site to ensure that the quality of the construction adheres to our standards.

*Fig. 8.21 Nishimura Restaurant, Beijing China*

We do our designs in Hong Kong while the Mainland offices are responsible for the drawings, especially rendering, as well as site-work coordination. Some projects require weekly meetings, and we may not be able to send Hong Kong staff over there, and so our Mainland colleagues would attend instead. We have around 10 staff members in Beijing and Shanghai, while there are five in Shenzhen.

**Q6: What do you think is the most important factor in a company's success?**

CL3 does not have a very corporate structure, and our management is very simple. Aside from me, there are a few other upper management staff, each of whom is responsible for a few projects, while I supervise the design aspect of all the projects. The success of every company depends on its own set of factors, but the most important things are having returning customers and establishing one's brand identity.

The strength of CL3 is in its design. We try to incorporate new ideas into each project and avoid repeating ourselves. Our clients want distinctive designs. They are becoming more and more demanding and expect that we be innovative. Before presenting to our clients, we have to first convince ourselves. If you think your idea is strong, then your presentation will be full of passion. On the other hand, if you are not sure of yourselves, then it's hard to convince others.

*Fig. 8.22 Hotel Mira, Hong Kong*

**Q7: CL3 has a wide network of clients. In addition to Hong Kong and Asia, you also have clients in the United States and elsewhere. How do you build up your client base?**

We are not good at self-promotion and have never sought out clients ourselves. Over these years, it has always been clients who come to us. We try to do our best on every project so that clients will come back to us. We try to choose projects that represent our way of thinking. Clients know what we are good at and hire us to do projects that suit our style. Otherwise the experience can be very painful.

**Q8: Have you had any painful experiences?**

There were a few in the early years, and that's why we now communicate well with our clients. Every design project is about the concept, and if it is captured well, then no matter what style it is, the project will be properly executed. For example, we have just secured Yung Kee Restaurant as our client. For such a historic brand, we cannot just change things around willy-nilly. We need to do a great deal of research to find out how to make the design suit the client's image while at the same time incorporate new elements. We do not have to do minimalist or Eastern flavored designs all the time. Every project is special, and as long as I find it interesting, I will give it a try.

**Q9: What proportion of your clients is from Mainland China? Do you try to broaden your clientele with other markets?**

Five or six years ago, most of our projects were in China, making up 70-80% of the total. In recent years, however, most of our projects are from Hong Kong, and currently, around 50% of our projects are local. We don't deliberately try to target certain markets. Several years ago, a Japanese hotelier came to us. I thought the project was interesting and we had never done any projects in Japan. Another project was in Bangkok. Their culture and craftsmanship are interesting. We would take on projects for these reasons. Sometimes we would decide to do a project for reasons other than its content. A good project can improve the whole environment and have a positive effect on the whole society.

**Q10: What is the most distinctive aspect of CL3's designs?**

We have architects and interior designers among or team members, and we have understanding of both spatial and structural elements. We are more concerned with structure than decoration. For example, with the refurbishment projects that we had done, many people feel that the spatial aspect had been improved, like with the recent Park Lane Hotel project. Good designs can help clients bring in more business. If you can convince clients that innovative designs can translate into greater profits, then they will accept new ideas.

**Q11: What does the future hold for Hong Kong architecture and interior design vis-à-vis Mainland China?**

In the past, Hong Kong's advantage was its mixture of east and west. Mainland China lacked experience in project management and was less exposed to foreign culture, and Hong Kong designers filled this gap. Perhaps Mainland Chinese people's grasp of English was not so good, and since Hong Kongers could speak both English and Putonghua, Mainland clients preferred to hire Hong Kong designers. Now they hire designers from all over the world. If Hong Kong designers were to stay competitive, we must not just rely on our services; we have to have distinctive designs and be world-class designers.

**Q12: What other advantages do Hong Kong designers have?**

To compete internationally, we must excel in our design abilities. For example, with our Japanese hotel project, we competed with design firms from the United Kingdom and the United States. We were fortunate to have won because we were able to design for 21m$^2$ rooms that incorporate various features such as toilets and beds into this small space. Hong Kong designers' edge is in our ability to cater to small spaces, and these kinds of designs are being valued more and more because in many big cities, space is at a premium.

James Law, JP is an architect and entrepreneur who received his undergraduate and postgraduate degrees from Bartlett School of Architecture at University College London, and is a chartered architect of Royal Institute of British Architects, Architects Registration Board UK, Hong Kong Institute of Architects, Architects Registration Board Hong Kong. He is the founder of the architecture and space design firm - James Law Cybertecture; laboratory for future investment firm - Cybertecture X; the design education institution - Cybertecture Academy, and social innovation NGO - Cybertecture For Humanity. Mr. Law and his companies are winners of multiple international awards including the Asian Innovation Award, Edison Award for Innovation, Design for Asia Award, HSBC World Architecture Award.

*Fig. 8.23 James Law*

**Q1: James Law Cybertecture has many projects throughout the world including India and United Emirates. Why did you choose to set up your head office in Hong Kong? What advantages does Hong Kong hold?**

After studying abroad, I came back to Hong Kong and worked for a period of time before starting my own company. At the very beginning, I did not expect that the company would be doing so many international projects, and I mainly focused on local ones. Two years after founding my company, I had the chance to work in the Middle East, India and Russia.

Having completed many international projects, I realized that the cultures of various countries are very different, and that it would not be easy to set up branch offices in these places, for finances, management and cultural differences all present a lot of difficulties. Hong Kong is physically not too far from the markets I serve, which are all within a 7-8-hour flight. Also, Hong Kong society is stable and clients find it an attractive place, so having the head office here is an advantage.

**Q2: Many James Law Cybertecture projects have its own building systems that combine technology and nature (water and plants). Do you think that such architecture represents a future trend?**

I think that architecture must change because the world is changing. In the past twenty to thirty years, we have seen that through the internet and daily objects, technology has completely changed the world, including our buildings and interior spaces. When I was studying architecture, I already had the idea that buildings should be like computers and be equipped with “the internet of things”. A building should not only provide a safe and comfortable environment but should also allow the use of technologies, such as those that make us healthier, help us do research or conduct business, etc.

That is why our projects not only take into consideration hardware and physical space, but also the lifestyles of people living today and even in the future. We incorporate the latest concept, the latest spaces as well as the latest trends into our designs. We do not just do conventional architecture, but take it one step beyond into Cybersecure, incorporating both hardware and software as well as physical and technological space and develop these elements into a new kind of design. This represents the core value of our company.

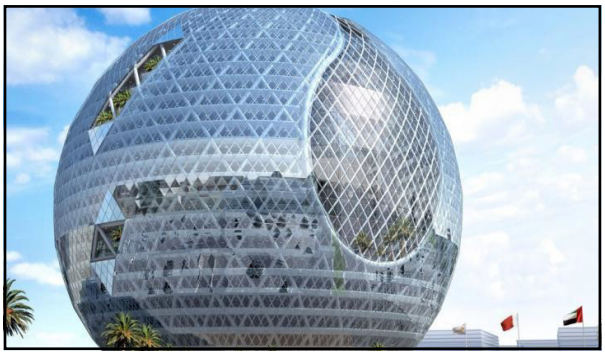


*Fig. 8.24 A ‘technosphere’ building in Dubai*

**Q3: What difficulties do you face in developing so many large-scale projects with limited manpower and resources?**

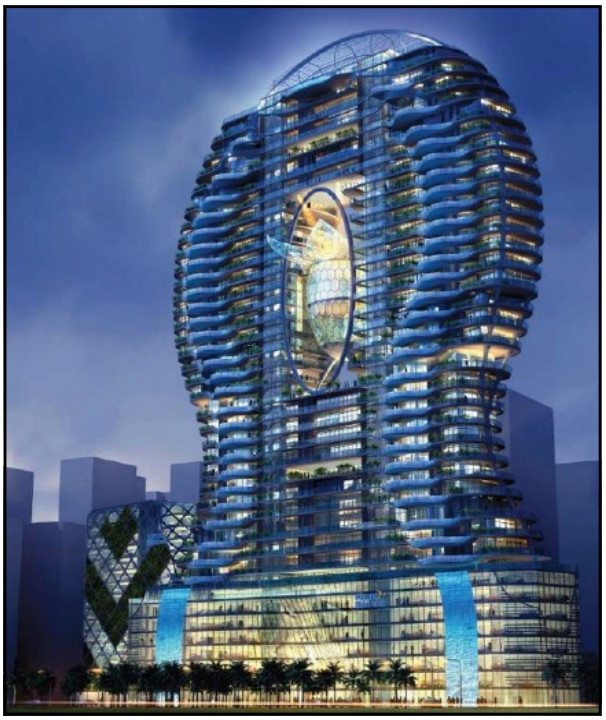


*Fig. 8.25 A residential building in Mumbai, India*

First of all, you have to realize your strengths and weaknesses. A large-scale project is very complex, involving project management and site supervision. Our strength is in concept and research, so when we take on a project, we would look for suitable partners, including bigger companies than ours, rather than doing everything ourselves.

In dealing with large-scale and complex projects, we are probably comparable to big companies and perhaps may even be more detail-oriented. In the present day, technology, for example software like 3D, virtual reality and prototyping can help us do many things, allowing smaller companies to stay creative and achieve many tasks. I think a successful and innovative company does not need to be very large or very small. The most important thing is finding a balance and using technology, talented staff and the best cooperators to achieve the best results.

**Q4: Your company is known for combining urban development and technology. How do you distinguish yourself from other companies?**

We are not different for the sake of being different. We are different because we have a core belief that world trend is moving towards a union of technology and design. Our designs combine architecture, product, technology and traditional design, taking design to a higher plane. Over the past 15 years, we have developed many products step by step, and every design is unique and has met with greater and greater approval. We are now faced with environmental problems, and people are figuring out ways to have a healthy life and use technology to help society, and the Cybersecure brand represents thinking in this area.

**Q5: Your company's outlook is futuristic. What difficulties does that present in terms of your company's development?**

Many people think that our designs are futuristic, but every moment we are living in the future. I think that if a design does not keep up with the times, it would be abandoned. If we did not develop the next mode of transportation, the next generation of smart buildings and urban planning, we cannot solve current issues. But that does not mean that we do not respect history or culture, which is our foundation on which we can build our future.

*Fig. 8.26 The Alpod*

**Q6: Your company is responsible for many overseas projects. What difficulties do you face in managing and supervising the quality of these projects?**

In many places, the standard of building construction has not reached Hong Kong standards, so we face difficulties in this regard. We try to do our best and provide people with sufficient information. Secondly, we have to understand and tolerate other people's limitations, and try to help them or even teach them. Thirdly, even though our designs are futuristic, they have to suit local needs.

**Q7: What advantages and limitations do you think this generation of designers possess?**

I am an optimist and have high hopes for the future. For any designer or company, Hong Kong is a good starting point. In the past, Hong Kongers were adventurous and were highly motivated to go out to different countries. In business, we did not limit ourselves to Hong Kong but ventured to different places and actively tried to understand the needs of different places and had the courage to communicate with the rest of the world. That was why Hong Kong was able to develop rapidly. Designers should have the courage to go out into the world and have the confidence that we can do just as well as others. Why can't a Hong Konger go to New York and build the tallest building, or to Europe to build a new power station, or go to Africa to help poor people use new technologies?

**Q8: You encourage young people to venture out. Taking yourself as an example, when did you start doing overseas projects?**

Let me tell you the story of how I got to go overseas. One day, I received an email from a businessman from Dubai. He said he had read about some of my design projects on an in-flight magazine and found them to be quite special. He said he wanted to set up a property development company and do the most advanced architecture in the world. He saw my designs and thought that I may be suitable, and asked me if I was interested in giving it a try. If so, he would provide me with a plane ticket. I thought to myself, 'Why not give it a try?' So, I went to the Middle East. I had never worked in the Middle East and was not familiar with their culture, so I was nervous at first. He took me to his company and his site, and told me that he had three plots of land. Two had already started construction and with projects by two architectural masters. One building was designed by Zaha Hadid and the other by Norman Foster. He had a third piece of land, and he had already invited Zaha Hadid and Norman Foster to submit proposals for this building. I also wanted to take part in this competition and asked him to let me try, and he agreed. However, the other two architects had already started working on the concept a month prior to that, and I had to submit my proposal upon the deadline two weeks later. I made an appointment with him to present my idea to him in ten days in Hong Kong. On the plane on my way back, I thought about how I could win out over the other two more famous and experienced architects. I happened to be listening to my iPod at the time, and I came up with the idea for a building that is unlike traditional buildings but more like an iPod, a building that is not just a space but a facility that allows people to plan their lives in a systematic way. I started doing many sketches, and as soon as I returned to Hong Kong, I assembled all my colleagues and came up with the design proposal in ten days, working non-stop without rest on the whole design, including the elevation, models and simulations. After ten days, the businessman from Dubai came to hear our presentation. He was pleasantly surprised, and told us that he really liked our idea and found it fresh and innovative. He immediately declared that we won the competition. And so, we did our first project in Dubai. We have to have courage and believe in ourselves, for nobody is necessarily better than you.

*Fig. 8.27 Cybertecture Egg, Mumbai*

# APPENDIX 1

# STANDARD FORM OF INTERIOR DESIGN CONSULTANCY AGREEMENT

**for use in Hong Kong**
**published by the Hong Kong Interior Design Association and**
**prepared by Deacons**

**2014 Edition**

Disclaimer: This sample contract is for reference only. It should not merely be duplicated without consideration of a party's particular situation. The Hong Kong Interior Design Association and Deacons bear no responsibility for any losses or damages that arise out of the use of all or part of this document.

Hong Kong Interior Design Association is the trading name of Interior Design Association (H.K.) Limited

# ARTICLES OF AGREEMENT

**BETWEEN**

| | | |
|---|---|---|
| **Parties** | , a corporation incorporated in_ whose registered office is situated at/ , a firm/an individual whose business address is at (*please delete as appropriate) | (the "**Client**") |
| | , a corporation incorporated in _____ whose registered office is situated at , a firm/an individual whose business address is at (*please delete as appropriate) | (the "**Designer**") |

**Recitals**

A The Client is desirous of engaging the Designer to act as the interior designer for:

| |
|---|
| (the "**Project**") |

at:

| |
|---|
| (the "**Site**") |

B The Client wishes to appoint the Designer to provide the interior design and project management services set out in Schedule 1 hereto (the "Services") for the Project and the Designer has agreed to accept such appointment upon and subject to the terms and conditions set out in the Contract.

**It is agreed that:**

1. The Client hereby appoints the Designer and the Designer hereby accepts appointment for the Project.

2. The Designer shall carry out the Services upon and subject to the terms and conditions of the Contract (as defined in the General Conditions hereto.

3. The Client shall pay to the Designer the sum of Hong Kong Dollars _____ (HK$_____) (the "**Fee**") or such other sum as shall become payable at the times and in the manner provided in the terms and conditions of the Contract.

| Dated |
| --- |
| |

**IN WITNESS WHEREOF** the parties have signed this Agreement:

| | |
|---|---|
| Signed by<br><br>for and on behalf of the Client<br><br>in the presence of:<br><br>. . . . . .<br>Signature of Witness<br><br>. . . . . .<br>Address of Witness<br><br>. . . . . .<br>Occupation of Witness | Signed by<br><br>for and on behalf of the Designer<br><br>in the presence of:<br><br>. . . . . .<br>Signature of Witness<br><br>. . . . . .<br>Address of Witness<br><br>. . . . . .<br>Occupation of Witness |

# GENERAL CONDITIONS

## CONTENTS


| Clause | Heading | Page |
|---|---|---|
| 1 | Interpretation | |
| 2 | Designer's Obligations | |
| 3 | Client's Obligations | |
| 4 | Assignment and Sub-Contracting | |
| 5 | Payment | |
| 6 | Additional Payment | |
| 7 | Copyright | |
| 8 | Suspension and Termination | |
| 9 | Limitation of Liability | |
| 10 | Dispute Resolution | |
| 11 | Notice | |
| **Schedule** | | |
| 1 | Scope of Services | |
| 2 | Contractual Documents | |
| 3 | Special Conditions | |
| 4 | Other consultants and contractors employed by the Client | |
| 5 | Payment Schedule | |
| 6 | Charge-out Rates and Disbursements | |

## 1. INTERPRETATION

1.1 Definitions

"**Authority**" means all Hong Kong government departments, bodies, instrumentalities and other public authorities which in any way affect or are applicable to the Project.

"**Budget**" means the sum the Client proposes to expend on the Project inclusive of the professional fees and expense, disbursements, statutory charges and the construction of the Project, but excluding site acquisition costs, the in-house expenses of the Client and any taxes induced thereon.

"**Client's Requirements**" means the document to be prepared by the Designer and approved by the Client setting out the objective the Client wishes to achieve in the Project (including functional requirements, environmental standards, life span and levels of quality), on the basis of which the Services are to be rendered.

"**Fitting Out Contract**" means the fitting out contract to be entered into between the Client and the main contractor for the execution of the Project.

"**Contract**" means:

(1) the Articles of Agreement;

(2) the contractual documents set out in Schedule 2 hereto;

(3) the Special Conditions set out in Schedule 3 hereto; and

(4) the General Conditions.

The Contract shall be read as a whole. In case of ambiguities or discrepancies amongst the Contract documents, it shall be resolved according to the order of precedence of the documents forming the Contract as listed above and as listed in Schedule 2 hereto.

"**Defects Liability Period**" means the period of 12 calendar months from date of the issuance of the Certificate of Practical Completion by the Designer, or such shorter period as stated in the Fitting Out Contract.

"**Practical Completion**" bears the same meaning as defined in the Fitting Out Contract. If the Fitting Out Contract does not contain any definition of "Practical Completion", it means the state of the Project being complete and fit for use and occupation by the Client, all tests required under the provisions of the Fitting Out Contract having been satisfactorily completed together with any certificate of classification, compliance or occupancy having been obtained from any relevant Authorities with any omissions or defects being limited to items:

(1) the immediate making good of which by the contractor and/or sub-contractor(s) is not practicable; and

(2) the existence and the making good of which by the contractor and/or sub-contractor(s) will not cause significant inconvenience to the Client, taking into account the use or intended use of the items concerned and of the areas in which they occur.

Provided always that if the Client has taken possession of the Site or any part thereof, Practical Completion of the Project or any part thereof of which the Client has taken possession shall be deemed to have been achieved for the purposes of the Contract notwithstanding anything contained herein.

"**Procurement Method**" means the method by which the completion of the Project is to be achieved, determining:

(1) the relations between the Client, the consultants and the contractors;

(2) the methods of financing and management; and

(3) the form of the Fitting Out Contract.

"**Term**" means the period from the date hereof until the expiry of the Defects Liability Period.

"**Timetable**" means the timetable for the completion of the Services for the general reference of the parties hereto.

1.2 Words importing the singular shall include the plural and vice versa, and a reference to any gender includes a reference to both genders.

1.3 Headings are used in the Contract for ease of reference and shall not affect the interpretation of the Contract.

1.4 The Contract shall be governed by and construed in accordance with the laws of Hong Kong.

1.5 If any one or more of the provisions of the Contract shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate the remainder hereof and the Contract shall be read and construed as if such provision or provisions were not contained herein.

## 2. DESIGNER'S OBLIGATIONS

The Designer shall:

(1) provide the Services within the Term with reasonable skill, care and diligence commensurate with the nature, size and complexity of the Project and in conformity with the normal standards of the Designer's profession. For the avoidance of doubt, services which are not expressly included as part of the Services (except services ancillary to or necessary for the proper performance of the Contract) do not form part of the Contract;

(2) keep the Client fully and properly informed of all material matters which may require further instruction or direction from the Client or which may properly be considered as material to the interest

of the Client; and where applicable, inform the Client on its becoming apparent that the Services need to be varied;

(3) act impartially in its role as a certifier under the Fitting Out Contract;

(4) co-ordinate with other consultants and contractors employed by the Client for the Project who are set out in Schedule 4 hereto; but, for the avoidance of doubt, nothing contained herein shall render the Designer in any way liable to the act or omission of any of the aforementioned parties, or create contractual relationship between the Designer and any of the aforementioned parties; and

(5) not make any material alteration to or addition to or omission from the Services or the approved design without the knowledge and consent of the Client before proceeding with such alteration, addition or omission (as the case may be).

## 3. CLIENT'S OBLIGATIONS

The Client shall:

(1) pay to the Designer the Fee or such other sum as shall become payable at the times and in the manner provided in the terms and conditions of the Contract.

(2) supply such information, decisions and approvals to the Designer at such times as is reasonably required for the satisfactory performance of the Services, and all such information, decisions and approvals shall be provided free of charge to the Designer;

(3) notify the Designer in writing of any agent appointed to act on behalf of the Client through whom all instructions to the Designer shall be given and of any change or dismissal of the agent;

(4) notify the Designer in writing of any instruction;

(5) not interfere with the decision of the Designer when he acts in his role as a certifier under the Fitting Out Contract;

(6) accept that the Designer will rely on the accuracy, sufficiency and consistency of the information supplied by the Client;

(7) acknowledge that the Designer does not warrant the work or products of others nor warrant that the Services will or can be completed in accordance with the Timetable;

(8) where necessary, instruct the making of applications for planning submission and approval under the relevant ordinances and regulations; the Designer shall be reimbursed with any statutory charges and any fees, expenses and disbursements in respect of such application, and where such application is not included in the Services, the Designer shall be entitled to additional payment calculated in accordance with Clause 6;

(9) not require the Designer to enter into any collateral agreement with a third party; and

(10) upon the Designer's advising on the options therefor, confirm the Procurement Method for the Project.

## 4. ASSIGNMENT AND SUB-CONTRACTING

4.1 Neither the Client nor the Designer shall assign the whole or any part of the Contract without the consent of the other in writing. Such consent shall not be unreasonably withheld.

4.2 The Designer shall not sub-contract any part of the Services without the consent of the Client in writing. Any such sub-contracting shall not relieve the Designer of any of its liabilities or obligations under the Contract.

## 5. PAYMENT

5.1 The Client shall pay the Designer the Fee in strict compliance with Schedule 5 hereto. The payment shall be due 7 days after the date of the submission of an invoice.

5.2 Without prejudice to the above, where payment is due to the Designer in stages as set out in Schedule 5 and any such stage is unreasonably delayed which is attributable to the default on the part of the Client, the Designer shall be entitled to payment of a fair and reasonable proportion of the Fee commensurate with the Services performed by the Designer.

5.3 Any amounts due to the Designer under the Contract which remain unpaid by the Client after the due date for payment shall bear interest at the rate stated in Schedule 5 hereto.

5.4 In the event that the Client is in default over payment of amounts at the due date for payment, the Designer may suspend performance of any or all of the Services. This right is subject to the Designer first giving the Client not less than 7 days written notice of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Client makes payment of the amount due.

5.5 The Fee shall not be adjusted except in accordance with the express terms and conditions of the Contract.

5.6 Unless otherwise expressly provided in the Contract, no set-off or deduction may be made by the Client from the Fee (including any interim billing invoice) payable to the Designer on account of any expense, liability, claim, loss or damage of whatever nature against the Designer whether arising out of or in connection with the Contract or otherwise at common law.

## 6. ADDITIONAL PAYMENT

6.1 The Client may instruct the Designer to make changes ( including additions, omissions or reductions) to the Services and those changes shall become part of the Services from the date of such instruction.

6.2 The Designer shall be entitled to payment:

(1) for the performance of any Services which he could not reasonably have anticipated at the time of entering into the Contract resulting from any instruction from the Client as aforesaid or in order to comply with a requirement from the relevant Authorities occurring after the date of the Contract; and

(2) for any additional costs he incurs as a result of delays arising during the performance of the Services, and/or for the performance of any Services rendered outside the term of the Contract, provided that the delays are not attributable to the default on the part of the Designer.

6.3 The additional fees to which the Designer is entitled pursuant to this Clause shall be calculated (unless otherwise agreed) on time charge basis and in the manner set out in Schedule 6 hereto.

6.4 Within 7 days after receipt by the Client of a claim for additional fees as aforesaid, the Client shall pay to the Designer the amount stated in the claim. The payment shall be due 7 days after the date of the submission of the claim.

6.5 In the event that the scope of Services is reduced in any way, it shall not affect or reduce the Fee agreed and payable to the Designer.

## 7. COPYRIGHT

7.1 The copyright in all documents prepared by the Designer in providing the Services and the design, products, such as models, samples, small mock ups and the like, thereby brought into existence shall remain the property of the Designer. Subject to payment by the Client of the Fee properly due to the Designer under the Contract the Designer grants to the Client an irrevocable non-exclusive royalty-free licence to copy and use the documents for and only for any purpose related to the Project.

7.2 Without prejudice to the generality of the foregoing, the Designer reserves the rights (unless received notice by the Client in writing) to
publish alone or in conjunction with any other person, articles, photographs or other illustrations relating to the Services.

7.3 Where appropriate and practicable, suitable credit lines reading the name of the Designer shall be incorporated in drawing title blocks, front pages of specification books prepared in connection with the Project, and on the job site signs.

7.4 Where appropriate and practicable, all publication of any photographs or illustrations related to the Project designed by the Designer for the Project (whether in publicity releases or otherwise) shall credit the name of the Designer as the interior designer for the same.

7.5 The Designer shall not be liable for any use of the documents, design, products, such as models, samples, small mock ups and the like for any purpose other than for which they were prepared and provided by the Designer.

7.6 At any time after completion of the Services and after giving reasonable notice to the Client, the Designer shall be allowed to enter into the Site to take photographs for archive or marketing purposes.

## 8. SUSPENSION AND TERMINATION

8.1 The Client may suspend performance by the Designer of all or any of the Services by giving 7 days written notice to the Designer. If the Services have been suspended for a period of more than 3 months either party may immediately terminate the Contract, by giving written notice to that effect. Where the Client has suspended the Services and the Contract has not been terminated, the Client may, by giving reasonable written notice to the Designer, require the Designer to resume the performance of the Services.

8.2 Either party may terminate the Contract by giving 28 days written notice to the other party.

8.3 If either party materially breaches his obligations under the Contract the other party may serve on the defaulting party a notice specifying the

breach and requiring his remedy within 14 days, and if the defaulting party thereafter fails to remedy that breach within that period the other party may terminate the Contract by given written notice to the defaulting party.

8.4 If the Designer or the Client:

(1) being a person, commits an act of bankruptcy or is the subject of a petition in bankruptcy or a sequestration order or enters into any scheme of arrangement or any composition with creditors or executes as a debtor a deed of arrangement or a deed of assignment; or

(2) being a corporation, has a mortgagee of the corporation enter into possession or assume control of any of the assets of undertaking of the corporation or takes or has taken or instituted against it any action or proceeding whether voluntary or compulsory which has as an object or may result in the winding up of the corporation or is placed under official management or enters into a compromise or other arrangement with its creditors or a receiver or receiver and manager is appointed to carry on its business for the benefit of its creditors or any of them;

the other party is entitled to terminate the Contract by giving notice to the Designer or the Client as the case may be (which notice will take effect on the date on which its was received by the relevant party) and the other party may recover from the Client or Designer as the case may be any loss or damage suffered as a consequence thereof.

8.5 These rights are in addition to those exercisable by the Designer under Clause 5.

8.6 If performance of the Services has been suspended under Clause 5 or this Clause or the Contract has been terminated under the provisions of this Clause:

(1) the Client shall pay the Designer any instalments of the fees due to the Designer up to the date of suspension or termination together with a fair and reasonable proportion of the next following instalment commensurate with the Services performed by the Designer.

(2) unless the performance of the Services has been suspended because of a material breach by the Designer, the Designer shall not be responsible for the consequence of any delay or disruption to the progress of the Project and the Client shall pay the Designer within 28 days of written demand the consequential costs necessarily incurred as a result of the suspension (including but not limited to cost of re-mobilizing resources for resuming the Project, if applicable).

(3) unless the Contract has been terminated by the Client because of a material breach by the Designer, the Client shall pay the Designer within 28 days of written demand the consequential costs necessarily incurred as a result of the termination.

8.7 Termination of the Contract shall be without prejudice to any other rights and remedies of the parties under other provisions of the Contract or otherwise at common law.

## 9. LIMITATION OF LIABILITY

The liability of the Designer shall be limited to such sum as it would be just and equitable for the Designer to pay having regard to the extent of the responsibility of the Designer for the loss or damage suffered on the basis that all other consultants, the contractor and any sub-contractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those applying in the case of the Contract and shall be deemed to have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage, and in any event shall not exceed 1 time of the Fee or in case the Designer has taken out professional indemnity insurance policy, the compensation paid out from such policy, whichever is lesser.

## 10. DISPUTE RESOLUTION

Any dispute or difference arising out of or in connection with the Contract shall be referred to and determined by arbitration at Hong Kong International Arbitration Centre and in accordance with its Domestic Arbitration Rules.

## 11. NOTICE

11.1 Any notice to be given under the Contract shall be in writing and delivered by hand or sent by recorded delivery post to the party at the address shown in the Contract or to such an address as the other party may have specified from time to time by written notice to the other.

11.2 Such notice shall be deemed to have been received on the day of delivery by hand and otherwise on the next working day.

## LIST OF SCHEDULES


| | |
|---|---|
| **Schedule 1** | **Scope of Services** |
| **Schedule 2** | **Contractual Documents** |
| **Schedule 3** | **Special Conditions** |
| **Schedule 4** | **Other consultants and contractors employed by the Client** |
| **Schedule 5** | **Payment Schedule** |
| **Schedule 6** | **Charge-out Rates and Disbursements** |

**<u>Schedule 1</u>** (please see Articles of Agreement)

## <u>Scope of Services</u>

**A. The services to be provided by the Designer shall be as set out below:**

**[*Please insert the agreed scope of the Services as appropriate. The following are for illustrative purpose only.*]**

The following services will be provided:

1. **Inception -** initial discussion of Client's Requirements and Budget.

2. **Feasibility studies -** discussion and analysis of Client's Requirements.

3. **Outline scheme proposal -** preparing scheme design in collaboration with consultants, if any; preparing outline scheme proposal of interior design and furnishing selection of major areas, which shall include:-

- Wall, floor and finish selections in major areas;
- Indication of initial color palettes;
- Indication of initial furniture selections;
- Indication of initial cabinetwork, paneling or custom features.

4. **Project design -** completing design drawings from approved outline scheme proposal.

Project design will consist of the following:

- Dimension layout plan with annotation;
- Dimensions elevations with annotations;
- Furniture design intent drawings;
- Custom features design intent drawings or images;
- Floor finishes plans with indication of floor finishes (if any);
- Reflected ceiling plans with indication of lighting layout and related E&M layout design intent and specifications (if any);
- Material schedules and sample boards with indications of choice of materials.

5. **Tender Drawings and tender action -** preparing tender drawings with specifications for quantity surveyor ("QS")'s , if any, preparation of tender document; assisting Client and QS to appoint appropriate tenderers.

**6. Construction -**

- Supplying information to Client and representatives for distribution to nominated main contractor;
- Examining relevant shop drawings;
- Making periodic visits to the Site with Client and nominated main contractor up to Practical Completion;
- Taking part in meetings conducted by contractors to review progress;
- Reviewing materials and mock-ups delivered to the Site;
- As appropriate, instructing sample taking and carrying out tests of materials, components, techniques and workmanship and examine the conduct and results of such tests whether on or off site;
- At intervals appropriate to the stage of construction, visiting the works to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the Contract;
- As appropriate, visiting the sites of the extraction and fabrication and assembly of materials and components to inspect such materials and workmanship before delivery to the Site;
- Directing and controlling the activities of site staff employed through the Designer (if any);
- Reviewing the progress of the works against the contractor's programme and reporting to the Client;
- Reviewing specially prepared as-built drawings prepared by main contractor, sub-contractors & specialist suppliers;
- Reviewing maintenance and operational manuals compiled by main contractor.

7. **Practical Completion -** assisting the client to reception premises handing over from main contractor; making detail list of defects for contractors and review the making good of defectts conducted by contractors.

## B. Services excluded from the scope of services

- Services of Authorized Person under the Buildings Ordinance (Cap. 123)
- Consultancy services of structural engineer, mechanical and electrical (M&E) engineer, quantity surveyor, lighting consultant, landscape consultant, graphic designers, artists and other specialist consultants
- Formal enquiries, negotiations, and submissions with the Authorities
- Applications to the Authorities
- Special drawings, models or technical information especially for the use of the Client, for negotiations with adjoining owners, the Authorities, mortgagors and others
- Purchasing administration
- Design and drawings of wiring diagrams, air-conditioning systems, and any other M&E services which require special consultation
- Design of any site, as-built, working drawings or calculations for reinforced concrete, steel, general structural work, plumbing, lifts and all other mechanical services
- Fire services planning and related design
- Investigation of cost feasibility for the Project as a whole
- Tender documentation other than working drawings and specifications
- Professional model making and any graphic works
- Preparing for and attending tenancy tribunals, court hearings, arbitration and other proceedings
- Making structural investigations
- Consultation after Defects Liability Period

**Schedule 2** (please see Clause 1.1)

**Contractual Documents**

The following documents shall form part of the Contract which shall be read as a whole. In case of ambiguities or discrepancies amongst the Contract documents, it shall be resolved according to the order of precedence of the documents forming the Contract as listed in Clause 1.1 of the General Conditions and as listed below.

| | **Description** |
|---|---|
| | |
| | |
| | |

**Schedule 3** (please see Clause 1.1)

## Special Conditions

These Special Conditions are to be read in conjunction with the General Conditions to which these Special Conditions are annexed. Wherever these Special Conditions vary from the General Conditions the terms of these Special Conditions shall take precedence.

**Schedule 4** (please see Clause 2(4))

**Other consultants and contractors employed by the Client**

| | **Name of the consultant/contractor** |
|---|---|
| | |
| | |
| | |

**Schedule 5** (please see Clauses 5.1, 5.2 and 5.3)

## Payment Schedule

Example:

| **Stage Payment** | |
|---|---|
| (1) Deposit payable upon the signing of the Articles of Agreement (the "**Deposit**") | ___% of Fee |
| (2) Upon confirmation of outline schedule | ___% of Fee |
| (3) Upon confirmation of project design | ___% of Fee |
| (4) Upon completion of tender drawings | ___% of Fee |
| (5) Upon commencement of site work | ___% of Fee |
| (6) Upon completion of _% of site work | ___% of Fee |
| (7) Upon Practical Completion | ___% of Fee |
| (8) Upon expiration of Defects Liability Period | |

The Deposit is non-refundable.

Interest rate for late payment as referred to in Clause 5.3:_____% p.a.

**<u>Schedule 6</u>** (please see Clause 6.3)

**<u>Charge-out Rates and Disbursements</u>**

## A. Charge-out Rates of the Designer's personnel

Where time charges are used as the method of payment for the Services, these shall be calculated on the hours actually expended by the relevant personnel at the following hourly rates:

| Grade | Hourly Rate (HK$) |
|---|---|
| Director / Associate | |
| Project Manager/ Senior Interior Designer | |
| Architectural / Interior Designer | |
| … | |

## B. Expenses

In addition to the fees under any other part of the Contract, the Designer shall be reimbursed for all reasonable out of pocket expenses actually and properly incurred in connection with the performance of the Services. Such reimbursable expenses at cost include the following:

**[*Please insert as appropriate. The following are for illustrative purpose only.*]**

- local travelling (including mileage for car travel)
- overseas courier and communication charges
- overseas travelling and hotels expenses
- lithography, photocopying, printing etc which are not included in the Fee
- resident site staff (if required by the Client)
- involvement in prolonged claims, arbitration and / or legal proceedings
- ...
- other such out-of-pocket expenses as incurred in the performance of the Services.

Additional copies of drawings required than stipulated in the Contract will be subject to extra charge as follows:
For standard paper only

| | BW (HK$) C | olour (HK$) |
|---|---|---|
| A4 | | |
| A3 | | |
| A2 | | |
| A1 | | |

| | | |
|---|---|---|
| A0 | | |

CDR/ DVDR (Recordable CD/DVD) will be charged at HK$_____per disc and also at the Designer's discretion to whether he may wish to disclose the information concerned.

# Notes

***Chapter 2***

1. An AP can be a separate consultant employed by the design consultant, a direct employee of the client or a separate consultant directly employed by the client

***Chapter 7***

**References**

**Books**

Cañete, R. (2014). Interior Design in the Philippines since World War II, and A Brief History of the Philippine Institute of Interior Designers. In Interior Design Code of the Philippines: A Referral Code of the National Building Code of the Philippines. Quezon City: C&E Publishing, Inc.

De Wolfe, E. (1913). The House in Good Taste. New York: The Century Co.

Eastlake C. L. (1869). Hints on Household Taste in Furniture, Upholstery, and Other Details. London: Longmans, Green.

Oliveros, E. and Baltazar-Florendo R. (2014). Interior Design in the Philippines: A Retrospective of Spaces and Culture. Manila: University of Santo Tomas Publishing House.

Wharton, E. and Codman, O. (1898). The Decoration of Houses. New York: C. Scribner's Sons.

**Electronic sources**

Rice C. (2004). Rethinking Histories of the Interior. The Journal of Architecture, 9(3), 275- 287. http://www.tandfonline.com.ezproxy.lb.polyu.edu.hk/doi/full/10.1080/13602360412331296107?scroll=top&needAccess=true

Implementing Rules and Regulations of the National Building Code of the Philippines (P.D. 1096). http://www.dpwh.gov.ph/references/pdf/IRR%20- %20NATIONAL%20BUILDING%20CODE%20COMPLETE.pdf

Republic Act 8534: An Act Regulating the Practice of Interior Design Act in the Philippines. http://www.lawphil.net/statutes/repacts/ra1998/ra_8534_1998.html

Republic Act 10350: An Act to Regulate and Modernise the Practice of Interior Design in the Philippines. http://www.gov.ph/2012/12/17/republic-act-no-10350/

Technical Standards for the Practice of Interior Design: A Referral Code Of the National Building Code Of the Philippines (P.D. 1096). http://intra.piid.org.ph/pdf/idcode.pdf

**Interview**

IDr. Belen S. Morey, College of Fellows, PIID and IDr. Michael Suqui, VP for Internal Affairs, PIID. Personal interviews by the author. Greenhills, City of San Juan, Philippines. 16 September 2016.

# About the Authors

**Ming Cheu**
Mr Cheu is a practicing interior designer and is one of the directors of Mint Interior Design Ltd. Since 2013, he has been part-time lecturer HKUSPACE focusing in teaching Professional Practice. He attained his BA(hons) in Interior Design from the Nottingham Trent University, UK. His work experience includes corporate, hospitality, retail, residential and hospital designs, and his recent projects include corporate projects in Manila as well as the Adventist Hospital on Stubb Road. His experience in both interior design and project management has enabled him to be engaged as contract consultant for numerous local interior design consulting firms.

**Louisa Young**
Ms. Young has been the Program Leader of Interior Architecture at the Faculty of Design of Caritas Bianchi College of Careers since 1995. Her extensive experience in the industry and her years-long service at the Hong Kong Interior Design Association (HKIDA) are a synergy to her teaching. Louisa has been actively involved in HKIDA since 2003 and is presently the Vice Chairman. Louisa holds a bachelor degree in Interior Design at Southern Illinois University at Carbondale, U.S.A. in 1985, a post graduate diploma in Education in The Chinese University of Hong Kong in 1997, and a master degree in Lighting in Queensland University of Technology, Australia in 2011. In 2019, she was appointed a Specialist by the Hong Kong Council for Accreditation of Academic & Vocational Qualification (HKCAAVQ).

**Louie T. Navarro**
IDr. Louie T. Navarro, PIID, CIDE, received his BFA Interior Design degree from the University of Santo Tomas and an MA Art Studies degree (major in Art Theory and Criticism) from the University of the Philippines. He is also a part-time Interior Design educator for the interior design programs of UST and De La Salle-College of Saint Benilde School of Design and the Arts. Mr. Navarro is a co-founder and Senior Interior Design Associate of Philippine-based design firm 1B Design Group Inc. He has recently been awarded The Hong Kong Polytechnic University International Postgraduate Scholarships for PhD Studies.

**PROJECT TEAM**

**PROJECT-IN-CHARGE**
Horace Pan

**RESEARCH ASSOCIATE**
Simon Chung

**EDITOR**
Jackie Cheung
Cheung Man-yi
Wendy Lee

**RESEARCH INSTITUTION**
School of Design, The Hong Kong Polytechnic University

**PROJECT PUBLISHER**
Hong Kong Interior Design Association

**LEAD SPONSOR**
Create Hong Kong of the Government of the Hong Kong Special Administrative Region

**ACKNOWLEDGEMENT**
Arthur Lo
CL3 Architect Ltd.
EDGE Design Institute Ltd.
Hong Kong Design Institute
James Law Cybertecture
LAAB Architects
Margaret Lai
RAAW Studio
HKU School of Professional and Continuing Education
Mint Design
Steve Leung Design Group

Disclaimer:

The Government of the Hong Kong Special Administrative Region provides funding support to the project only, and does not otherwise take part in the project. Any opinions, findings, conclusions or recommendations expressed in these materials/events (or by members of the project team) are those of the project organizers only and do not reflect the views of the Government of the Hong Kong Special Administrative Region, the Communications and Creative Industries Branch of the Commerce and Economic Development Bureau, Create Hong Kong, the CreateSmart Initiative Secretariat or the CreateSmart Initiative Vetting Committee.

ISBN 978-988-74615-1-7
©2020 Hong Kong Interior Design Association & The Hong Kong Polytechnic University. All rights reserved