

THE EXAMINATION IN PROFESSIONAL PRACTICE & MANAGEMENT: PART 3, 2002

THE PRACTICE PAPER

QUESTIONS for CANDIDATES

All questions should be attempted

All the characters, locations and incidents contained in this Paper are fictitious. The projects if based on live events have been amended to conceal specific identity.

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Write brief notes (around 50 words each), on the topics listed below to explain what is meant by them in relation to architectural practice.

- 1 Final Certificate
- 2 Professional Indemnity Insurance
- 3 Stage D Scheme Design
- 4 Novation / Consultant Switch
- 5 CPD
- 6 Limited Liability Partnership
- 7 Schedule of Defects
- 8 Architect's Instruction

Q1 ENDS

Question 2:

Memo

From: Miriam
To: Candidate
Subject: Chimerage Estates – Chairman's House

When I spoke with the client last week he once again expressed his appreciation of the design the practice completed. A lot of the success is down to your hard work.

Today, however, two issues have been brought to my attention and I would be grateful if you would summarise the key implications and suggest what actions we should take. I am sure they would make a good question for the examination in professional practice!

- 1 The Client telephoned from the Chimerage Estates headquarters in the Cayman islands and explained that he is coming to the end of his current financial year. Apparently it would be advantageous to him to transfer the total project cost and our fees into our bank account before the end of the their current financial year.
- 2 Secondly, I received a rather disturbing letter from Hoggart Associates, Architects of Kathshire, as attached. You will recall when we both originally met the Chairman of Chimerage Estates he did not mention that anyone had been previously appointed on this project. As you know, we confirmed our appointment under the RIBA CE/99 Form.

Miriam.

Attachment – Letter from Hoggart Associates 20.07.02

HOGGART ASSOCIATES

Architects

48 New Street

Bowhampton Town

KATHSIRE

KA46 7TZ

Tel:- (01536) 278431

20 July 2002

Geddes House
1 Union Street
Cityburgh
CB1 9RW

Dear Sirs

Chimerage Estates – Chairman's House

We are extremely disappointed to learn from a planning application that you have undertaken an appointment with our client for the design of the Chairman's house.

We were appointed as Architects by the Chairman in March 2001 and prepared design proposals up to Stage D. We submitted our detailed design in February 2002 requesting his comments or approval in order that we could lodge the planning applications. At the same time, we submitted our first account and have received no response to the scheme or our account despite repeated correspondence and telephone messages left at the headquarters in the Cayman Islands.

We therefore require your confirmation that you will advise our clients that you will cease all works, withdraw the planning application and terminate your appointment. It is our intention to commence proceedings against the Chairman and Chimerage Estates for the recovery of our fees.

We require confirmation of your compliance with our requirements.

Yours faithfully

M Hoggart BA(Hons) RIBA RIAS

Partners, Maurice Hoggart BA (Hons) RIBA RIAS, George Harrison MCIQB

Q2 ENDS

Question 3:

Memo

From: Duncan Flynn
To: Candidate
Subject: Fee Proposal for New Project

We have been invited to submit our fee proposal to act as architects for a 5000m² electronics laboratory and production unit for Printed Circuit Boards. The client is an inward investor whose only other facility is located in America; our appointment would be initially with the inward investor.

The estimated cost of the building is £6 million.

The main elements of the building will be:

The research laboratory
Administrative offices
Production area
Material and finished component stores.

Production line planning and material handling facilities will form part of the commission.

The submission is to include an initial site feasibility study reviewing the location of the building on the site recognising vehicle movements to service the building and parking for the production unit staff.

The project is to be tendered on a design build format using CD 98 as the contract with the appointed consultants being novated to the appointed contractor.

Tender documents are to be issued four months after the appointment of the design team and construction is to be completed within twelve months of the appointment of the contractor.

Please review the resources available within the office; establish an available team to carry out the Feasibility Study; thereafter assuming our proposal is successful recommend the team for the project; prepare a project programme and assess the fee we would require to receive for this commission.

Please recognise the client's chosen procurement route and ensure in your fee assessment that the implication of this on our workload is fully considered. It is normal practice, as collateral warranties will be required, for this project that post contract inspection services will be part of the novated appointment.

Q3 ENDS

Question 4:

Memo

To: Candidate
From: Miriam
Subject: Village Hall - Little Gosford
Date: 10 September 2002

As you are aware due to funding timescale pressures put on the Village Hall Committee we were instructed to press on with the Building Warrant submission, Working Drawings & Specification for the new hall – against our advice!

I have today received a letter from the Local Planning Authority stating that they are unhappy with the location of the building on the site and certain elements of its design, particularly the key tower feature at the entrance to the hall.

Our appointment was under SFA 99 and we were to act as Design Team Leaders and our services included all the traditional services required from an architect.

On the basis that the working drawings are near completion please consider the implications of the Planners' objections, advise me of your thoughts on the plan of action we should take and draft a letter to the client, explaining to him the problems and the impact that these will have on his project.

Q4 ENDS

Question 5:

Memo

From: Duncan
To: Candidate
Subject: Partnering Opportunity

Yesterday evening I had dinner with my friend, the Chairman of Best Brothers, who has recently completed a new build project for a local Community Based Housing Association which the firm had won on the traditional competitive tender basis. The Housing Association were very pleased with the out-turn of that contract but wishes now to embrace the principles of the Egan and Latham Reports by entering into a partnering arrangement with Best Brothers to build a series of 400 new build properties of varying size, density and layout over a period of three years.

Can you carry out some research on partnering eg what form does the agreement take, who is involved, how does this method of procurement differ from traditional, etc. Please also give your opinion on the correct advice to give the HA with whom I will have to discuss the whole issue shortly. I am also interested to know why, if the previous project was a success, the HA and Best should be considering changing the procurement methodology.

Please carry out a S.W.O.T. analysis on the impact of the Egan, Latham and partnering initiatives on the architectural profession in general and on GFP in particular. What steps a firm like GFP can take to be confident that it can fulfil long term partnering obligations, such as the potential arrangement with Best Brothers.

Your research will form the introduction to a CPD-type discussion in the office at which Miriam and the rest of the staff will have the opportunity to discuss this proposal and agree what would be the best arrangement

between GFP and Best Brothers. I will then report back to my friend next week.

Q5 ENDS

Question 6:

Memo

From: Duncan Flynn
To: Candidate
Subject: Cityburgh Railway Station
Date: 11 September 2002

I have been called out to the site at Cityburgh Railway Station – a young labourer fell from the footbridge last night and has been taken to hospital with a broken leg and suspected damage to his spine.

Given the serious nature of the injury, there will almost certainly be an investigation by the Health and Safety Executive.

In Jill's absence can you go through the file and prepare a note on our responsibilities under the CDM Regulations and highlight any areas where our actions may have been inadequate. We may need to demonstrate our compliance to the H&SE.

As you know we have been concentrating on the restoration of the ticket office leaving the Engineer to deal with the structural aspects of the footbridge.

I think there were some early Risk Assessment sheets that dealt with relevant hazards and also one which mentioned the restrictions on craneage due to the proximity of overhead lines. These should be checked against any implications of the new Approved Code of Practice.

The work has gone to programme to date but on removal of the covering the corrosion was found to be more advanced than anticipated and Trevor had recently reviewed his requirements from shot-blasting to full replacement of a number of floor panels. You will find details of this on a recent A.I.

The contractor is now refusing to continue work on the footbridge until there is a review of health & safety on site. Apparently the accident occurred when the labourer was struggling to lift the panel into position and

this was not included on the Construction Phase H&S Plan prepared by the Contractor.

Can you also check on the contractual implications of this.

Q6 ENDS

Question 7:

Memo

From: Miriam
To: Candidate
Subject: New Speculative Office Development
Date: 10 September 2002

Following our appointment by Penurious Developments, I have been developing a design concept to suit the possible occupancy by Wig & Gown Lawyers. I feel that we should develop an atrium building as shown in my preliminary sketch plan shown below. The total floor area would be 6750 square metres comprising a ground floor of 2025 square metres plus three upper storeys wrapped around the central atrium. I think we should place the lifts at the end of the atrium close to the toilets and service core on each floor. I think it's essential that each floor should be a balcony in order that staff can look down into the central atrium that would provide an attractive focus for the practice as well as a dramatic client reception area.

I would be grateful if you would prepare annotated notes on the above to address the following issues, identifying your sources of information for regulations which apply to this particular project.

Compartmentation
Fire resistance to the main building structure.
The number, type and location of fire stairs.

N

Q7 ENDS

Question 8:

Memo

From: Miriam
To: Candidate
Subject: Student Accommodation/Budget Hotel

I have been reviewing the Contractor's Programme and Information Release Schedule (IRS). I note the following comments:

- 1 I notice that the Programme is out of date. The Contractor should have finished the roof by now! It also appears that they have changed their construction sequence. What pressure can we bring to bear to get an updated programme?
- 2 I also notice that neither the Programme nor the IRS takes account of the Provisional Sums. I think some of these, such as the canopy relationship to the cladding could already be critical. What can we do if they are? How can we make sure this is avoided in future?
- 3 Finally I am concerned about meeting the Information Release for the kitchens. I do not see how we can issue this on the due date since the joinery information took us much longer than expected. Looking at the Contractor's Programme I do not see how the kitchens are critical for quite a while. What can we do?

Q8 ENDS

Question 9:

Memo

From: Duncan Flynn
To: Candidate
Subject: New Distribution Warehouse
Date: 22 August 2002

I understand that Mark Lang is still on paternity leave and will not be back in the office until next week at the earliest. The enclosed letter from the Contractor may or may not be coincidental with Mark's absence, however as you have a working knowledge of this project I need you to consider the implications of the enclosed claim, your thoughts on its validity and comments on any actions that we need to undertake. You will appreciate that I am concerned that GFP may be in the firing line.

It is clear from the letter that Jack-Up Construction are laying the blame for some of the delay at our door and, with only six weeks to the contract completion date of 1 October 2002, the first notification of delay was not raised by them until the last site meeting seven days ago. From what I can see of the previous minutes, the Clerk of Works had identified that the contractor was having difficulty obtaining labour to carry out the Ames taping.

You will recall that Household Supplies identified, at the outset of the project, that they must have the whole new warehouse available to them by October 2002 in order to comply with the conditions of their major order from Safeco Supermarkets. I am sure that Household Supplies will wish to invoke L&A damages if the contractor finishes late. We need to advise the client in respect of both the L&A position and the proposal from the contractor that they require "acceleration costs".

We need to resolve this matter before Mark's return and I would be pleased if you would set out the issues and actions we need to take both as a practice and in respect of this individual contract.

JACK-UP CONSTRUCTION
BUILDING CONTRACTORS
UNIT 7
CITYBURGH INDUSTRIAL ESTATE
CITYBURGH
CB10 1JE

GFP Building Design
Chartered Architects & Development Consultants
Geddes House
1 Union Street
Cityburgh
CB1 9RW

20 August 2002

Dear Sirs

DISTRIBUTION WAREHOUSE, CITYBURGH

Further to our verbal intimation at the site meeting for the above project on 15 August 2002, we confirm that the progress of the works has been delayed for the following reasons:

- 1 Late design alterations to the office layouts on 11 March 2002
- 2 Delay by statutory authorities in installing services, particularly electricity
- 3 The knock on effect of the storm damage on 19 March to the office roofing panels.

We estimate the disruption/delays under the above headings, including the knock on effects to subsequent trades, amounts to approximately 8 weeks and request an extension of time for that period. We will submit a claim for consequential loss and expense under the appropriate clauses.

Please note that we have already absorbed some disruption by working weekends and employing additional labour, however in order to have any chance of meeting the current contract completion date we will require acceleration costs.

We will continue to do our utmost to complete these works as speedily as possible.

Yours faithfully

Cedric Lames
Chief Quantity Surveyor
Jack-Up Construction

Q9 ENDS

Question 10:

Memo

From: Miriam Gorst
To: Candidate
Date: September 2002
Subject: 'GET UP' SPORTS CLUB, GLASGOW

I have just received a memo from Elliot North confirming that relationships with Landup Developments Limited appear to be deteriorating on the Glasgow Project due to the unusually large number of changes instigated by the Client's new Building Surveyor Manager, Tom Needlem.

As you will be aware these major changes have resulted in abortive office work at Design Stage and also in our Production Drawing Programme, resulting in a delay to the preparation of the Bills of Quantity and the issue of tender documentation, which has been put back until 06 November 2002. This situation has presumably irritated Landup Developments Limited who may well be holding our office partially responsible for this delay.

The practice has submitted additional invoices amounting to £35,000, to cover these additional design and administrative costs, however, over the past 4 months, Landup's Managing Director Dan Fitter has refused to acknowledge these invoices despite repeated reminders. As our letter of appointment does not cover abortive work, do you think we have contravened the Codes of Conduct?

I am unsure whether Dan Fitter is totally aware of the extent of the disruption which has been caused by Tom Needlem, however, I am reluctant to advise solicitors at this stage as Landup Developments have been good clients in the past. Do you think that employing a debt collector is an option? Elliot has also heard rumours that Landup are in financial difficulties – what do we do if they liquidate?

Please advise what action we require to take at this stage and how we can deal with this matter quickly and decisively. I understand that adjudication may be a possible option. Can you please outline the processes and time scales involved and whether it is relevant here?

Q10 ENDS