

# APEAS<sub>LTD</sub>

**ARCHITECTS' PROFESSIONAL EXAMINATION AUTHORITY IN SCOTLAND Ltd.**

**THE EXAMINATION IN PROFESSIONAL PRACTICE &  
MANAGEMENT: PART 3, 2004**

**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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## **QUESTION 1**

Write brief notes / bullet points (50 words approximately) on the topics listed below to explain what is meant by them in relation to architectural practice.

1. Pre-construction Phase Health & Safety Plan.
2. The Disability Discrimination Act 1995
3. BREEAM
4. NBS Specification.
5. Relevant event (in relation to JCT form of contract).
6. Post completion procedures (Practical Completion to Final Certificate in relation to JCT form of contract).

End of Question 1

## QUESTION 2

### Memo

**To:** Candidate  
**From:** Miriam  
**Subject:** Bijoux Homes, Deddend Drive site  
**Contract Value:** £7.5Million

Prior to you joining the office we were appointed under SCA / 2000 by Bijoux Homes last year to carry out a full architectural service for the design of 150 houses at their Deddend Drive site.

Unfortunately however the job aborted due to funding problems at stage D. The client, despite several reminders, has not yet paid us in full for the work carried out.

Bijoux Homes construction manager, Tom Stirrit advised me in confidence yesterday that Neil Paske, a former partner in the practice, and now operating as a sole practitioner, has been appointed by the managing director of Bijoux Homes to obtain planning permission for the Deddend Drive site based on our previous layouts, and has agreed a fee which is 1½ % below our original fee agreement with Bljoux.

Neil Paske left the practice acrimoniously, as amongst other things, the firm declined to pay his premiums for “run on cover” for Professional Indemnity Insurance. Both he and Bijoux’s managing director have to date refused to answer my correspondence on this matter. Tom Stirrit has also confirmed that he has had sight of correspondence from ‘Neil Paske Architects RIBA, RIAS’ confirming that he is currently employing 5 technical staff. To the best of Tom’s knowledge he is working out of a room in his house assisted by a Part 2 graduate.

What do you think we should do about this situation? Can you please check the relevant Codes of Conduct (ARB, RIBA, RIAS) and advise if you think Neil Paske is in breach of any of these, and suggest a course of action.

End of Question 2

### QUESTION 3

#### MEMO

**To: Candidate**  
**From: Miriam Gorst**  
**Subject: Fee bid for Sports & Fitness Centre.**

Simon Floyd Sports & Fitness Centres Ltd. has asked us to fee-bid for architectural services on their new sports centre in Cityburgh. I hear that their usual architects, ACE Associates, will also be bidding, probably at their usual cut-throat rate of 2%.

Please can you provide me with the following by the end of the week:

1. A realistic project programme from Feasibility in November to Practical Completion, estimating staff input for each workstage. SF requires the centre to open by August 2006.
2. A suggested team of architectural staff for the project.
3. The likely office costs for the project.
4. A suggested competitive percentage fee which will give us a little profit.
5. An assessment of the viability of a 2% fee, as likely to be quoted by ACE Associates.

Thanks,  
Miriam.

End of Question 3

## QUESTION 4

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**ZAPHOD COMMUNICATIONS**

Unit 16, Greycastle Industrial estate, cityburgh. cb12  
7pl 0123 456 7890

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GFY Architects  
Geddes House  
1 Union Street  
Cityburgh  
CB1 9RW

25 August 2004

Dear Sirs,

### **NEW OFFICE BUILDING**

I had sight of the Minutes of the pre-start meeting yesterday and am pleased to note that the project is to commence on site in two weeks time.

Following a review of this year's budgets, I require to save around £60,000 from the construction costs. To help achieve this, I would like you to make the following modifications to the building:

1. Omit the shiny steel panels covering the entrance gable and substitute a cheaper cladding material. I have always considered this to be an unnecessary luxury.
2. Omit the raised access floors. The IT and data cabling can surely be installed in the partitions instead.
3. Omit the lift from the current project and perhaps install it next year's budget.

Please can you make these changes in time for starting the building work.

Yours faithfully,

Vincent Tightly  
Chief Accountant,  
Zaphod Communications Ltd.

**QUESTION 4 (continued)**

**MEMO**

**To: Candidate**

**From: John Young**

**Subject: Letter from Client requesting design changes**

Letter from Client's chief accountant attached, requesting various 11<sup>th</sup>-hour design changes.

There are practical difficulties with these suggested savings and I am not certain where they originate.

Please can you draft a letter to our Client, covering the various issues, to deal with this in a professional manner?

JY.

End of Question 4

## QUESTION 5

An existing client of our practice, City Borough Developments is in a lock out position for the purchase of the Old Wheezer cigarette factory on Cemetery Road in City Borough. It is the intention of the developer to revitalise the building and sub-divide it into loft style apartments. It is my understanding that he requires us to prepare a feasibility study such that he can carry out his financial appraisal in order to confirm their bid and conclude purchase.

For us to carry out such a survey we will require to survey the property. It is also my understanding that when the factory closed it was purely mothballed and at this point in time the old cigarette manufacturing machinery is being removed.

A physical survey requires to be carried out within the next week and I note from the office work programme you and Helen Goldie have the space capacity to do this work. In order that I may make adequate preparations for your survey with the client can you please consider the issues of carrying out a survey of a building in which plant is currently being dismantled, prepare a comprehensive Risk Assessment and advise me on all Health and Safety issues that will require to be addressed before you and Helen carry out the survey.

End of Question 5

## Question 6

The development officer of City Borough Housing Association has just contacted me. The consultant architects that he had asked to make a presentation on legislative issues and procurement have just issued a Referral Notice in respect of Adjudication on the Association: he therefore feels it wrong that they should carry out this presentation which was scheduled for tomorrow evening and has asked if we would mind filling the gap.

I have agreed and as you are preparing for your Professional Practice Exam I believe it would be beneficial research for you to prepare for me notes on a structured presentation outlining the process from being given the brief to handing over the keys for a typical block of sheltered accommodation.

Please highlight all the related legislation and statutory processes that have to be gone through to ensure that compliant buildings are achieved on behalf of our clients.

End of Question 6



## QUESTION 7

### MEMO

**To: Candidate**  
**From: John Young**  
**Date: 18 August 2004**  
**Subject: Contractor's Claim**

Now that this project is nearing completion I went on site with Miriam yesterday to show her how well it has turned out despite overrunning the programmed completion date.

We ended the visit in an informal meeting with the Main Contractor during which the conversation turned to the delays in completion and costs generally.

ITC appeared to be upset following receipt of the Non Completion Certificate we issued.

To my surprise the Contractor unexpectedly intimated that he intends to recover costs substantially over the contract sum ie in the region of £200,000 on top of the agreed tender of £1.2M.

I pointed out to him that he was well aware of the finite nature of the client's budget from the outset and that no claims had been forthcoming during the contract. In fact as recently as the last site meeting two weeks ago the Contractor's cost information gave no indication of significant increases or of impending claims.

He outlined the reasons for the claim as:

- **Additional Work:** apart from some extra items instructed during the works the Contractor views a proportion of the contract sum such as contingencies and provisional sums as additional work
- Week-end & overtime working
- Increased costs claimed by sub-contractors
- Increased management costs for additional personnel on site to deal with the volume of information encountered
- **Prolongation:** the contractor intended to achieve completion one month earlier than the date stated in the tender documents but will actually complete at least one month late. He now claims that lack of information prevented him from completing one month early and will therefore require additional compensation for this
- **Profit Margin:** the Contractor suggested he has made a loss on the project and is seeking to reinstate his profit margin. He is also claiming additional head office overheads.

As you have been involved in this project from commencement on site and have attended all the progress and technical meetings, it would be helpful if you could note down your thoughts on the validity of these claims and remind me under which clauses of the JCT 98 contract each one that could be considered as a relevant event.

End of Question 7

## Question 8

### MEMO

**To:** Candidate  
**From:** Paul Moore  
**Date:** 15 August 2004  
**Reference:** Window Ironmongery

I received a telephone call from the Managing Director of Cheapskate Investments who had noticed when on site today that none of the replacement sash and case windows now installed include the original brass ironmongery which he had specifically requested be retained. He dislikes the modern equivalent intensely and insists that the entire original sash lifts and fasteners, pulley wheels etc to all windows be re-fitted at the Contractor's expense. Due to the large number of windows involved this could be a costly exercise.

He reminded me that he had inspected the sample ironmongery sent to him before the project started and had instructed that as the original ironmongery was still in a good state of repair it should be salvaged and re-used.

The contractor appeared unaware of this instruction but on looking through his files on site he had found a copy of a letter from the client – confirming his wish that the original ironmongery be retained - dated before demolitions commenced which our office had forwarded to him under cover of a compliment slip. This suggested to the client that the contractor did know about his specific request to salvage the ironmongery and is therefore liable.

I have searched the files and cannot find reference to the window ironmongery on any of the Architect's Instructions we have issued but perhaps you could update me on the situation as your name was on the complement slip sent to the contractor. Was an instruction given in any other form?

I assume that all the original ironmongery was taken off site with the downtakings and was still attached to the condemned windows, which were transported to the refuse tip.

Please advise who you feel is at fault and what action should be taken. Will this warrant an extension of time claim as we are very close to completion?

This would also be an appropriate time to prepare a CPD paper on the subject of Architect's Instructions – please prepare a draft for discussion.

End of Question 8

## QUESTION 9

### MEMO

**To: Candidate**  
**From: Duncan Flynn**  
**Subject: Copyright/Collateral Warranties**

Nogood Development Ltd has gone into receivership and our good friends Cheapskate Investments have bought one of their former sites from the Receiver appointed by the Bank. The site has full planning consent for 350 units, based on a fully annotated tight layout using some 16 different house types, carefully designed in plan and elevation.

I believe it might be the case that the previous Architects have not been paid for work by the previous owner/developer and is now one of the outstanding creditors. Our current client (and now owner) does not wish to be involved with any former members of the design team and therefore has no intention of paying fees to the previously appointed consultants. He has asked us to progress the project as soon as possible to production information and tender.

These are old clients, and we wish to continue our good relationship with them by accepting the commission, but where do we stand on the issue of copyright and how will we deal with any collateral warranties required.

Please identify the issues and prepare an internal briefing note.

End of Question 9

## QUESTION 10

### MEMO

**To: Candidate**  
**From: John Young**  
**Subject: Marketing**

Given that we have completed the change from Partnership to Limited Liability Partnership, it is now necessary to identify and diversify our client base.

I have checked our future workload and am concerned to note a potential shortfall. We do not seem to have expanded our client base and am concerned that we are becoming moribund. We need to think about the service we are offering our current clients and what we can offer prospective new markets.

As an enthusiastic younger member of staff, please prepare a briefing note on marketing and reformatting the Practice. I have allowed a budget of £12,000 for this exercise: please include ideas on how best to spend this budget.

Additionally, in view of our success recently in co-operating with Voltaire and Balzac, the Paris based Architects, we have been invited by them to form some sort of liaison. What might the benefits of this be in our forwarding marketing in the context of joint bids etc?

End of Question 10

**END OF PAPER**