

# APEAS<sub>LTD</sub>

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

**THE EXAMINATION IN PROFESSIONAL PRACTICE &  
MANAGEMENT: PART 3, 2005**

**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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The APEAS Examination in Professional Practice and Management Part 3 2005  
Question Paper

## QUESTION 1

Write **concise** notes on the following topics:

- 1.1 The Construction Industry Council
- 1.2 Planning Authority Statutory Consultations
- 1.3 JCT 98 Clause 21.2.1 Insurance
- 1.4 Consultant-switch and Novation
- 1.5 Pre-start meeting
- 1.6 JCT 98 Determination by Employer

End of Question 1

## QUESTION 2

### LETTER FROM CLIENT:

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#### **M A G R A T H E A     H O M E S**

Unit 16, WESTMOUNT BUSINESS PARK, Cityburgh. CB12 7PL  
0123 456 7890

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GFY Architects  
Geddes House  
1 Union Street  
Cityburgh  
CB1 9RW

22 August 2005

Dear Sirs,

#### **HOUSING DEVELOPMENT, GREENFIELD PARK, CITYBURGH**

I recently noticed that your site plan for the above refers to a site area of 5.5 acres, while the deed plan and missives refer to 4.5 acres. I had our engineers take some check measurements and have established that the site dimensions are approximately 10% less than those scaling from your plan, accounting for this 20% loss of site area.

It appears that the site which we have purchased will not accommodate your layout for 36 bungalows and therefore we may be faced with a major reduction in profit.

Can you offer any comment on this, before we contact our Solicitors?

Yours faithfully,

L. Prosser,  
Development Director,  
Magrathea Homes Ltd.

## **QUESTION 2 (continued)**

**Memo to:** Candidate  
**From:** Miriam  
**Date:** 24 August 2005

Copy of letter from Magrathea Homes attached. Looks like a big problem.

As your predecessor, Mick Raymond, is no longer with us, I had Steve look at the plan. It would appear that Mick received a photocopied site outline from the Council, scanned it and imported it into an AutoCAD file as the basis for the site layout. Unfortunately there has been a scaling error with this, resulting in the current problem.

I am alarmed that we could be faced with a huge claim against us.

As this is now your job, what do you suggest we do about this?

I have to respond to Magrathea by the end of the week.

Can you also write some notes about responsibility and professionalism in Architecture for my use in giving a talk to the staff.

Miriam.

End of Question 2

### QUESTION 3

**Memo to:** To Candidate  
**From:** Duncan Flynn  
**Subject:** Appointment letter.  
**Date:** August 2005

I have just left a meeting with one of our major commercial clients. He has asked the office to prepare, submit and obtain a Building Warrant for the fit out of a full floor, at one of his commercial properties, for a new tenant. We will have no further involvement. The property in question is one that we were commissioned on previously as part of a then speculative office development. The building was completed in 2004 so we still have the live job files and a full set of general arrangement drawings. He has given me a sketch layout and a full set of completed room data sheets, so the brief is fully defined – indeed I have had a quick look at the layout, it is very simple, and I don't foresee any problems in compliance with the technical standards.

Our remit is therefore straight forward and I have agreed a lump sum fee of £5,000, ex VAT but including expenses, based on a fit out budget of £400 000.

Our appointments with this client are usually completed via bespoke legal agreements drafted by his funder's solicitor. He has, however, confirmed that in this instance, due to the limited nature of our service, and by the fact that he is funding the project himself, that he does not want to incur the expense of legal fees in the context of our appointment. As you know our standard office policy is to use the RIAS Scottish Conditions of Appointment - SCA 2000 (January 2003 revision) standard form of appointment, however, the client has stated that he does not want to use this documentation preferring something "simpler".

I am in the middle of an adjudication and am therefore pressed for time –and the client wants us to progress with the drawings as soon as possible. Can you prepare a draft letter of appointment for this job making sure that the letter conforms to our obligations under the ARB Code of Conduct.

End of Question 3

## QUESTION 4

**Memo to:** To Candidate  
**From:** John Young  
**Subject:** HSE Visit – ‘An Inspector Calls!’  
**Date:** August 2005

Elliot has informed me that an HSE Construction Inspector would like to pay an “informal” visit to the office next month as part of their ongoing design initiative in relation to regulation 13 of the CDM Regulations.

This visit may be related to the difficulties on the Cityburgh Railway Station contract in 2003, which was only settled in the last three months. As you know Jack-Up Construction and ourselves narrowly avoided HSE prosecution due to inadequate risk assessment.

It is essential that all employees (design staff) are aware of their responsibilities under CDM, and I would like you to draft an outline agenda for an in-house CPD Seminar on the subject prior to the HSE visit.

The seminar should

- Clarify the firm’s responsibilities under the CDM Act including those of other consultants.
- Clarify the firm’s responsibilities in relation to design modifications.
- Clarify the implications of CDM on the JCT 98 Form of Contract.

We will have to convince the HSE that we are taking CDM seriously so I suggest that you take a current project in the office, which you are working on e.g. the Old Mill Hotel conversion, which is now at stage C, and prepare Design Risk Assessments (DRA’s) for the project, this can then be used as an example in the seminar.

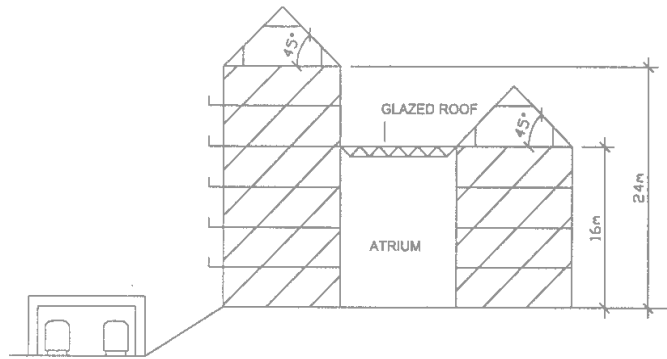
Initial sketches are enclosed (see FIG. 1), and I would like to see your DRA’s on the proposals to assess whether we require to modify the design and / or outline specification in the Old Mill Hotel conversion project to eliminate hazards in the construction and lifetime of the building.

P.S. Elliot has just informed me of “The Work at Height Regulations 2005” – can you advise if we have any responsibility with Reference to this legislation?

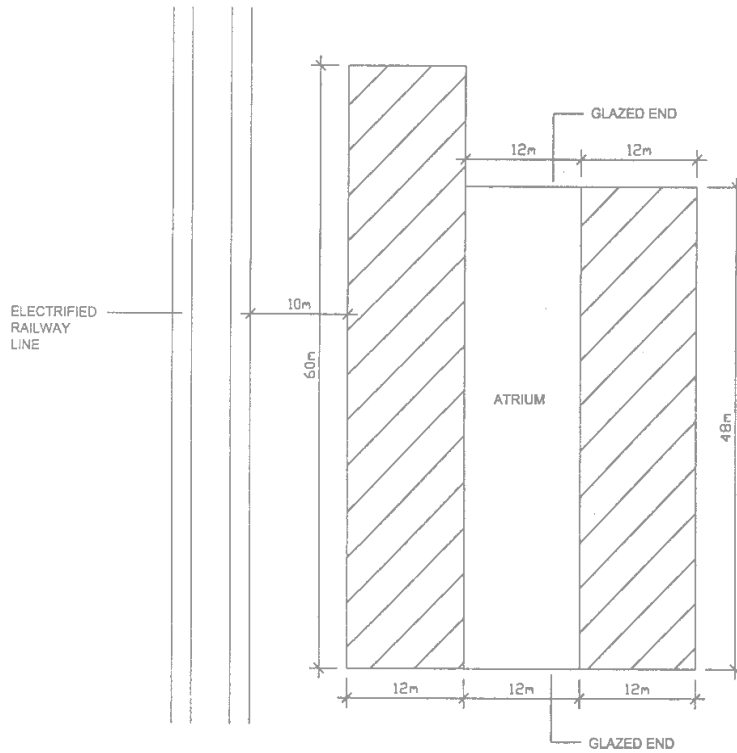
End of Question 4

FIG. 1 - OLD MILL CONVERSION

Retain 2 existing stone rectangular buildings 60m x 12m x 24m high and 48m x 12m x 16m high. Clear out all existing timber floors. Retain existing 45° pitched roof and covering (slates on tiling battens on rafters). Retain stone external walls, new glazed atrium, new precast concrete floors.



SECTION - not to scale



PLAN - not to scale

## QUESTION 5

**Memo:** To Candidate  
**From:** Jill Kahn  
**Subject:** Old Mill Hotel, Wateryett Way  
**Date:** September 2005

The detail design for the conversion of the Old Mill at Wateryett Way into new hotel for Cheapskate Investments will be completed in two weeks (see FIG.1). We have agreed with the client that Building Warrant will be submitted in 8 weeks time, and before we firm up on external materials, and as you are part of the production information team, will you please look at the new Building Standards with reference to energy conservation.

This will be the first office warrant submission under the new Scottish Building Standards 2004, and three alternative approaches to the design of the Insulation Envelope are given under the non-domestic clause 6 (the former Part J). Can you advise on the pros and cons of these three methods.

I am interested in using the Standards as a design aid as Cheapskate are keen to enlarge the existing small mill windows to create larger windows, which will improve the view and maximise natural daylight and ventilation. Which of the three methods is most useful in assessing the optimum external wall solid to void relationship?

End of Question 5



## QUESTION 6

### MEMO

**To:** Candidate

**From:** Miriam Gorst

**Subject:** Fee bid for Purpose Built Industrial Unit, Cityburgh.

ABC Developers Ltd., with whom we have worked extensively in the past, has asked us to submit a Fee Bid on the basis of a full Design Team for the design of a new purpose built Industrial Unit in Cityburgh.

The Construction budget is £2 million. ABC Developments Ltd. may build this themselves, in which case we would have a fairly minor role after Stages F and G. I know however, that ABC Developments are heavily committed with other projects at this time and may decide on a Design and Build Contract for this project.

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

1. The composition of the other Design Team Members and their likely Fees. Assume that we will be Lead Consultant and that the other Design Team Members will be employed by GFY. Allow in the region of 3% for the QS and 1.75% for the Structural Engineer. ABC Developments have their own In-house Planning Supervisor.
2. A Programme and Resource Schedule from Feasibility to Making Good Defects, indicating GFY staff requirements for each Workstage. Our involvement after Stages F and G should be minimal,
3. A realistic Lump Sum Fee which we can justify to ABC Developments Ltd., using the Programme and Resource Schedule, but which is also profitable for GFY. No point in working for nothing!!!
4. We will probably have to provide a Collateral Warranty for the end user with a requirement to maintain our PII for 10 years. We will have to ensure that the Design Team and the Contractor sign up to this. Are there any cost implications for GFY in arranging this?

End of Question 6

## QUESTION 7

**Memo to:** Candidate  
**From:** John Young  
**Subject:** FAST RESPONSE LTD – UK HEADQUARTERS

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We have been asked by D B Goode, Fast Response Director, to act as project managers for the above in addition to our function as Architects and fit-out designers.

Increasingly, we are being asked to vary our role, to bring professional teams together etc. Due to this, and the changing nature of individual contract procurements, we need to clarify professional role issues.

Please draft a letter of response which articulates and defines our role as project managers and our role as architects. Please note for me as background the following:

- 1) Please articulate architect's role and role of project management precisely
- 2) Identify conflict/risk issues
- 3) PI Issues
- 4) Any other contract management issues

End of Question 7

## QUESTION 8

**CLIENT:** CHEAPSKATE INVESTMENTS

**APPOINTMENT DATE:** February 2005

Our clients now have funding and are moving forward on this project for 350 flats. They are now trying to finalise a deal with Buildgood Construction Ltd. to build the project.

Since we have now finalised production drawings, they have paid us to date and have asked that we now provide a limited service to include monthly site visits, issues of Interim Valuations, Practical Completion and Final Certificates.

They have asked our opinion on the type of contract into which they should enter with Buildgood and have suggested either Design and Build or traditional.

Please prepare some notes for my meeting with them next week on suitability of contract style and type. In addition, prepare bullet points on:

- a) Site visit responsibilities
- b) Potential problems with Practical Completion and Final Certificates since these will be issued (effectively on a flat-by-flat basis).

Do we need letters of 'Disclaimer' as to limitation of services and what other advice should we seek?

End of Question 8

## QUESTION 9

MEMO

**To:** Candidate  
**From:** Duncan Flynn  
**Date:** 15<sup>th</sup> July 2005  
**Reference:** Architectural Practice

As you are aware GFY has been operating as a Limited Liability Partnership for almost two years now and thankfully the change from the former Partnership took place without apparent difficulty.

I feel it is time however to review the decision and highlight the favourable/unfavourable operational aspects while at the same time reminding ourselves about the advantages and disadvantages of the various trading styles open to Architects.

In these litigious times it will be important to highlight the respective legal implications of the alternative forms of Practice.

Please prepare a paper on the subject for discussion at our in-house CPD event next month.

End of Question 9

## QUESTION 10

MEMO

**To:** Candidate  
**From:** John Young  
**Date:** 9<sup>th</sup> August 2005  
**Reference:** Profitability

During my regular review of job costs over the last few months I have become increasingly concerned about the profitability of the smaller projects.

The practice has always had a good reputation for architecture in the community and I feel that we have a certain responsibility to help and advise local residents and groups and would find it difficult in many cases to turn them away.

From my previous experience as a sole practitioner I understand the problems associated with controlling costs on small works but my increasing involvement in larger projects and practice management prevents me from monitoring staff time as much as I would like.

As you have progressed well during your years with us and appear to have grasped the practicalities of building very quickly I feel it is now time to give you a small project of your own.

An important commercial client has asked us to carry out a small extension to his own house. It appears at first sight to be a straightforward project with a construction cost of say £80,000.

I will pass on the details to you but suggest in the meantime that you commence by preparing a memo setting down a working arrangement that can make this or in fact, any 'small works' project profitable to the office but at the same time enjoyable to work on.

You should include a calculation of the cost to the office of each stage of the Plan of Work from Inception to Completion and compare these figures against the indicative recommended fee scales achievable.

Please also flag up any possible problems in relation to the ARB Code of Conduct.

## **QUESTION 10 (continued)**

Then consider the possible pitfalls during each stage and their affect on profitability and arrive at an optimum profit level whilst also considering how to control costs and perhaps recoup with additional charges.

Finally you should express a view on the wisdom or otherwise of continuing to accept commissions for small projects listing the reasons for your decision.

End of Question 10  
**END OF PAPER**