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

**THE EXAMINATION IN PROFESSIONAL PRACTICE &
MANAGEMENT: PART 3, 2009/10**

QUESTIONS for CANDIDATES
All questions should be attempted

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QUESTION 1

Write **about 50 words** on the following:

- 1.1 How do you see 'Community Consultation' being undertaken in the new Planning Permission process?
- 1.2 What additional responsibilities does the Contract Administrator give to the architect?
- 1.3 Describe the role of Value Engineering in the construction process.
- 1.4 Outline marketing priorities for an established architectural practice.

End of Question 1

QUESTION 2

Memo

From: John Young

To: Candidate

As you know, Zaphod Communications outgrew the office building completed for them in 2005 and re-appointed us last year to add a further storey to the block to allow the re-location of the principal meeting rooms and staff canteen. A small roof garden is also being created, the satellite equipment re-sited, and the lift that was omitted as part of the 2004/5 client's savings exercise finally installed. The omission of the lift was implemented just as the original project had begun on site, and to avoid a major re-planning exercise we created the framework for the lift shaft, infilled the sides in glass block and topped it at flat roof level with a cupola, effectively creating a lightwell to ground level.

The contract for this new phase of work only recently commenced and the first task was the re-siting of the satellite equipment by a specialist sub-contractor onto the scaffolding before any real construction could begin. Unfortunately, the contractor's agent contacted us this morning to advise that one of the sub-contractor's employees received an electric shock while working on the satellite installation, stumbled back onto the cupola and fell through the glass into the light shaft. His injuries were serious, and we've yet to hear whether he'll make a full recovery. The contractor's agent is compiling a report on the incident for his head office, and mentioned in the passing that he wasn't aware of any Health and Safety File being made available as part of the pre-construction information.

Clearly, as the designers of the original building (and of the additional floor) we have a series of obligations under the CDM Regulations. I'm concerned about two things, the first being the role a designed element of the building has played in this incident, and the second being the apparent absence of a Health and Safety File. I am also concerned that the client and CDM Co-ordinator may be held responsible in some way for what has happened, in view of the absence of the Health and Safety File for the original project?

As a matter of urgency could you draft notes for me on your assessment of the situation from the practice's point of view. What are the risks to the parties? What would you have expected to have been done at the time of the redesign and what should we do now?

End of Question 2

QUESTION 3

Dear Candidate,

I have just received a letter from the Project Manager on our recently completed office project for National Insurance. It states that the walls and floor panels in the pre-fabricated lavatories are all showing signs of bowing which is causing doors to jam and tiles to crack. We do not know the reason for this bowing yet. The lavatories were created and built by Ingenious Solutions and consist of ceramic tiling on one side of an inert cementitious panel. The panels were fully formed off-site and then assembled on site using their proprietary assembly and fixing method. Because of the system, the walls are supported off the pre-fabricated floors which in turn supported the ceilings.

As you may be aware the project was our first using Construction Management procurement and the lavatories formed one of the 15 Trade Packages.

The Construction Manager was very insistent during the project that Ingenious Design were used as they put forward a strong case to the client that it would save money by shortening the programme and at the same time improve quality. Up to that stage we had drawn the lavatories as being traditionally built using tried and tested materials and construction. We had already started to produce drawings and specifications on this basis. We had to quickly revise our drawings and specifications so that it described the 'Ingenious' system. They provided detailed specification information to allow us to do this and this was included in our tender information. We made it clear in our specification that Ingenious Solutions had full design responsibility for the lavatory installation. Our drawings showed only the general arrangement of the plans, sections and elevations. All detailing was undertaken by Ingenious Solutions.

Unfortunately due to the nature of the proprietary system the only way of fixing the problem is the disassembly of the whole lavatory unit which will be very expensive and very inconvenient to the client who now fully occupies the building.

Please write an internal report for me covering the key areas on this issue advising if you believe that we are liable in any way and how we would do things differently in the future? Please then draft a brief letter of reply to the Project Manager.

Yours

Duncan

End of Question 3

QUESTION 4

Memo

From: Peter Sikorsky

To: Candidate

I have just had a long conversation with the Chief Executive at Azurite. They are currently undertaking a major financial reappraisal regarding the out turn costs and looking at various options on how to proceed.

We are due to issue the next interim certificate by the end of this week. The client wants to buy time and has instructed us not to process the certificate until he gives further instruction. They have asked us to clarify the contractual context and set out options available to the contractor following late issue of the certificate.

In order to allow me to respond can you review and get back to me on the following:

The contractual position.

The risks to the Employer.

Any issues that may place GFY in an exposed position.

Your suggested course of action.

Also the project QS has informed me that the contractor has submitted interest costs of approximately £10K to cover interest payments for the periods where the client has been late with payments beyond each certificate due payment date. The QS is looking for us to clarify how this should be dealt with contractually. Can you review?

End of Question 4

QUESTION 5

Memo

From: Alex Smith

To: Candidate

As you are aware the City Centre retail / commercial speculative development contract is now seriously behind programme. I received an email this morning from Aardvark's project director notifying me that he wishes to charge full liquidated damages from the contractor and has instructed the QS to deduct £195,000 from this month's interim valuation.

This seems like a lot of money but the client has asked me to make sure that this happens.

Can you confirm the contract provisions for payment of Liquidated Damages and give me your according advice on how we should take things forward?

I've not received any reply to my request for further information in support of the contractor's extension of time application but I have to say that my initial opinion, in view of the poor information flow at the start of the job, is that the contractor will be due an award.

We need to hold the client by the hand here and advise accordingly, so can you draft a letter to the client explaining how matters should be progressed? I will check this on my return.

End of Question 5

QUESTION 6

Memo

From: Paul Moore

To: Candidate

You will remember the office building we completed at Pine Trees Business Park. I regret to say that we have had a communication from the client indicating that the recent bad weather has given rise to a large number of leaks. The water appears to be coming in at window heads. I stopped by there last week and met the contractor and client on site. From what we could see (the contractor removed a couple of bricks) the dpc's have not been installed in accordance with the drawing and are allowing water to enter almost anywhere at the window heads. As there are about 500m of windows, remedial work will be expensive, and the client has now indicated that he will be seeking to recover this cost from both the contractor and us, on the basis that our monthly reports make no mention of window heads at all, let alone any defects.

Confidentially I do think we missed something here, but it still seems unreasonable that we should pay for the contractor's poor work. Could you try to ascertain what our position might be? How exposed are we?

At the same time could you look into how this might have been avoided, so that we can learn for the future? Was our appointment risky? Are there practical things that we can do to ensure that such things are spotted and reported?

End of Question 6

QUESTION 7

Memo

From: John Young

To: Candidate

This morning Paul was contacted by the electrical sub-contractor on the Battlehill project alerting us to the news that McWhannell Construction are taking steps to appoint a provisional liquidator. Given the extensive delays on this project and the real difficulties we've had in respect of a generally poor standard of workmanship (and lack of adherence to drawings and specification) it comes as no surprise that the contractor has elected to cease trading. Paul spoke briefly to the site manager who confirmed that the site will be closed this evening and who, by the sounds of it, was having difficulty controlling the chaos on site. Paul was told by the electrician that the plumbing sub-contractor has been seen removing boilers from some of the flats.

As you know, Paul is due to fly out on holiday tomorrow and is already pre-occupied with handovers on another project. By way of assistance, can you prepare some notes for Jill - who will require to deal with the situation in his absence – on the following:

What should our immediate steps be? Do we require to do anything before the site closes this evening?

Who should we advise of the situation, and why?

Once the dust has died down, how should we advise the client to proceed? What options does the client have to proceed to completion under the terms of the contract? The client requires to have the flats marketed for sale as quickly as possible, and since this is of paramount importance to them, can you suggest a way forward?

End of Question 7

QUESTION 8

Memo

From: Miriam Gorst
To: Candidate
Subject: Fee Negotiation for Zenobia Telecom Development.

Zenobia Telecom has asked us to propose a fee basis for standard architectural services on their new offices & workshop development.

Please can you provide me with the following, as soon as possible:

1. Your suggestion for architectural staff to be deployed on this project.
2. A project programme, from Feasibility to Practical Completion, commencing in January next year, including staff resourcing for each workstage. Although the client wants a traditional contract he also wants to be in the building as soon as possible.
3. Prediction of the resulting costs to the office.
4. Your suggestion for a percentage-based fee which will give us, say 25% profit.

You should know that Zenobia have hinted that they normally pay their Architects 2.5%. What would our resulting profit be from this?

How should we proceed with our negotiations with Zenobia?

Thanks,

Miriam

End of Question 8

QUESTION 9

Dear Candidate,

Our project for Braveheart Developments has hit a bit of a crisis. As you may well know we have now been novated over to Buildquik, the contractors for the project. The two engineering consultants; Trevor Mallet and Green and Green are both working as sub-consultants to us. We did not really want to do this but Braveheart were very insistent on this at the start of the project.

We have encountered a major problem on site. Trevor Mallet, the structural engineer, is obviously having problems in getting sufficient staff and he is not meeting any of the programme deadlines being set by Buildquik. So much so that Buildquik have now sent us the attached letter saying that they are going to offset their losses due to Liquidated Damages and preliminaries against our fees.

Please draw up a quick internal report on the key issues and draft letters of reply to Buildquik and Trevor Mallet stating our position. It would seem that this issue has come as a bit of a surprise to us. How could we ensure that this does not happen again?

Duncan

QUESTION 9 (continued)

*Buidquik Contractors Ltd
151 Brick Lane
Cityburgh*

22 October 2009

Dear Duncan,

Cityburgh Office Development

You will be aware, as confirmed in numerous emails on the subject, that the above project is now four weeks behind the revised contract programme. We have already been granted a six week extension to the overall programme by Braveheart Developments due to inclement weather and changes to the brief.

The reason for the four week delay is entirely due to the late issue of structural design information for the roof steelwork. We have repeated our demands for the timely issue of this information at each of the last four design team meetings and despite promises from the design team this information has not yet been issued. Without the roof steelwork the building cannot be made wind and watertight by the due date and this has had an obvious delay on the following trades. At present this information is 6 weeks behind programme. We have, however, reorganised the programme and if the outstanding information is issued this week we can limit the programme delay to just four weeks.

Under our contract with Braveheart Developments there is a Liquidated Damages clause for £2,500 per week. Also, the preliminaries cost is £7500 per week.

It is our intention to withhold £10,000 per week for each week that the project is delayed by the late information of the steelwork. If the information is received at the end of this week, as promised then a total of £40,000 will be withheld from your fees.

Yours sincerely

James Fairchild

Buildquik Contractors Ltd

End of Question 9

QUESTION 10

Memo

From: Duncan Flynn

To: Candidate

At the partners' meeting last night the issue of staff motivation was discussed. There is an impression that we are becoming a bit jaded, perhaps in part because of the current economic uncertainty.

As someone who is, perhaps, more in touch with the way staff are feeling than the partners, I wonder if you could jot down a few ideas for things we might do. We really do need to raise the level of enthusiasm and commitment to the firm.

Is there anything about the office structure, or the way it is implemented which might be improved?

Do the right people get to know/influence the right things?

As there is a bit of spare space in the office, is there any way this could be put to good use?

How can our CPD programme help us pull together? I know we have to satisfy the RIBA CPD requirements, and by and large I think we do, but things like that miserable lunchtime talk on wall protection and stair nosings really don't help! We need practical ideas so that we can get more than just a tick in a box for our CPD.

Thanks

Duncan

End of Question 10

END OF PAPER

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