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

**THE EXAMINATION IN PROFESSIONAL PRACTICE &
MANAGEMENT: PART 3, 2011/12**

QUESTIONS for CANDIDATES
All questions should be attempted

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QUESTION 1

Write about **100 words** on the following:

- 1.1 Summarise the appropriate content of the following:
 - (a) Health and Safety File;
 - (b) Operations and Maintenance Manual.

- 1.2 What options might a local authority planning policy include to ensure the delivery of affordable housing?

- 1.3 What does working at risk mean?

- 1.4 What do you understand by the term right of set-off?

End of Question 1

QUESTION 2

Memo

From: John Young
To: Candidate
Date: 30 November 2011
Subject: Ford End Office Development

As you know, I met Barry Jeltz of Vogon Properties at the site last week. He seems keen to engage us for this project, following recommendation by his lawyer.

I have just received a letter of appointment (see copy attached) from ADC, Project Managers, but am not quite sure how they are involved in this. Barry might have mentioned them when we met. I am keen to formalise our appointment, so please can you have a look at the letter and give me some notes on what you think.

Regards,

John Young

QUESTION 2 (continued)

LETTER FROM ADC:

A D C P R O J E C T M A N A G E M E N T L T D .
UNIT 16, WESTMOUNT BUSINESS PARK, CITYBURGH. CB12 7PL Tel. 0123
456 7890 Fax. 0123 456 7899

John Young,
GFY Architects,
Geddes House,
1 Union Street,
Cityburgh,
CB1 9RW

29 November 2011

Dear Mr Young,

OFFICE DEVELOPMENT, FORD END SITE, CITYBURGH

I refer to your meeting with Mr Jeltz last week and I understand that Vagon would like to progress with feasibility work on the above. I confirm the terms of your appointment as follows:

1. Your Client will be Vagon Properties Ltd, but you are to correspond with myself.
2. GFY will familiarise themselves with the site and obtain topographical survey information.
3. GFY will consult the Planning Authority, Roads, Building Standards, Fire Service, etc, to establish any constraints on the development of the site.
4. GFY will produce a variety of scheme designs, to illustrate the options for development, maximising the amount of office space. Schemes will explore refurbishment, new build, and a combination of these.
5. GFY will provide costings for the various options generated.
6. GFY will advise on any available mechanisms for minimising VAT liability on the refurbishment work.

QUESTION 2 (continued)

7. The construction budget will depend upon the final size of the development, but you are to guarantee that this budget will not be exceeded.
8. If the project proceeds beyond Planning Permission stage, you will provide full architectural services. Your fee for the full service will be 3% of the construction cost.

Please confirm your agreement to the above as soon as possible. Please can you also provide me with a copy of your Professional Indemnity Insurance policy.

Yours sincerely,

A. Dent,
ADC Project Management Ltd.

End of Question 2

QUESTION 3

Dear Candidate,

I have been checking the timesheets for our project to design the new library for Cityburgh and notice that we are spending far more during the construction stage than I had envisaged.

We won this project on a very low fee based on a Design and Build contract with a lot of contractor design packages i.e. cladding, roofing, windows etc. thus reducing our design input.

While walking around the office last night, before heading off on my holiday, I noticed a pile of your sketches on your desk showing curtain walling details, roofing details and interface details between windows and cladding. Why are we doing these? Surely these should be the responsibility of the Contractor and his sub-contractors? I also noticed a contractor cladding drawing with your red line mark-ups querying dimensions and suggesting the size of the secondary fixings. Surely this is not our responsibility in a design build contract? I thought that the contractor had a design manager to do this.

I am sorry I did not get a chance to speak to you in person before I went on holiday. However, please draft a memo for my return on your responses to the above. I would also really like to understand what our post-novation responsibilities are on a Design and Build project so that in the future we can make a proper estimate of fees.

Yours,

John Young.

End of Question 3

QUESTION 4

Memo:

From: Miriam Gorst
To: Candidate
Date: 30 November 2011
Subject: Cityburgh College Renewables Campus

I have learned that Cityburgh College is now in a position to build the whole campus at one time, amounting to perhaps 20 buildings of various types. We are faced with a huge workload on this and, although we have some slack with staff on reduced hours, I reckon that we will need 4 additional teams. I am to provide a report for the next Partners meeting on how we are going to resource this project.

I know that you have been studying office/project resourcing for your Part 3 Examination, so please can you provide me with some ideas to assist me with my report.

What are the options for resourcing this project, e.g. with additional staff and what are the advantages and disadvantages of each option?

What can we do to accommodate and equip additional staff?

Miriam

End of Question 4

QUESTION 5

Memo:

From: John Young

To: Candidate

I'm copying you into an e-mail I received this morning from the Director of Projects at Queensborough.

It looks like we are about to be appointed to progress with the landlords commercial fit out works , so I want to get back to him quickly.

I have checked through our site progress photographs and can confirm that all other cavity trays have been installed: it appears that we have simply not been in a position to pick up this small section of missing work. I can understand Queensborough's frustration but I don't believe that GFY are exposed.

Can you carry out some research into our liabilities for site inspection and give me a brief summary and then draft me a letter of response?

I have been meaning for some time to set out a practice management procedure for site inspection – this issue serves as a timely reminder. Based on your research, can you give me your suggestions for such a procedure to ensure we have a water tight process?

QUESTION 5 (continued)

E-mail

From: Queensborough Properties

To: John Young

John,

Thank you for your full report on the chronic water ingress problems we have been encountering to the basement. Can you arrange for remedial works to be attended to right away as this has been seriously hampering our attempts to market the basement – it's very difficult to entice a prospective tenant when the floor is under an inch of water!

As you know the bill from Cityburgh FM in terms of picking up defects is now over £16k. Smith Construction going down is now beginning to cause me a real problem.

You have stated that the insertion of a new cavity tray and making good will cost £3,750. I must say that while I fully realise that the defects encountered so far were not foreseeable by you I do feel strongly that as our CA you really should have picked up the missing component at the point of construction under your supervisory role? Had you done so this would not be a problem now and we would not be faced with yet further expenditure.

Can you give this some thought please?

Regards,

George King
Director of Projects
Queensborough Properties

End of Question 5

QUESTION 6

Dear Candidate,

Office Refurbishment, Cityburgh House

Jurgen did a quick sketch over an old fire plan for one of our existing clients to see what additional floorspace he could create in this building our client was bidding for. Jurgen is on holiday now and I have been asked to a client meeting this week, no one else in the office seems to know anything about it. The client has just agreed a deal for the purchase of the building and a vacant possession date.

To give you some background, it is a 1960's built, 10 storey office building which is occupied by Cityburgh Council's Environmental Services Department. The client wishes to develop the building providing flexible office space. He wants the ability to sub-divide the building on a floor by floor basis to market it to a wide variety of potential tenants with differing area demands. Key to Jurgen's sketch proposal was to infill the rear atrium to provide additional floor space, commercially it appears that this can provide additional revenue at a relatively low cost premium. The building itself needs a wholesale re-furbishment including replacement services and finishes.

The building presents several constraints due to its age, it is a concrete framed structure which appears to be in good condition, the stairs, service risers and lift shafts have been formed using in-situ concrete shafts, with the exception of the open feature stair and glass lifts in the entrance reception atrium. The moulded concrete panels that form the wall cladding are showing signs of corrosion, but need to be retained as the value of the development after refurbishment does not generate sufficient funds for work on the external cladding. The stairs are narrow and dark, and the office floor plates have relatively low ceilings and poor day lighting by modern standards. There is basement car parking accessed from a ramp in the rear lane.

Having looked at Jurgen's sketch proposal, I have overmarked some comments. I want to offer the client good advice but I am concerned that there are technical issues that have not been considered fully, particularly in relation to the building regulations. We need to be able to demonstrate that we are thinking about this in a realistic and commercial manner.

I'd like a note from you addressing the following issues:

- Does the client's wish to have a multi-occupied building make a difference to the way the building regulations application would be assessed, than if it was for a single user building?

QUESTION 6 (continued)

- Please address my comments on the sketch, what do the building regulations say about these issues, and what do you interpret our obligations to be?
- Would you anticipate that any design changes are necessary to the sketch proposal as a result of the above?
- Is there an alternative approach that we could employ to help us navigate through a building regulation process?

Regards,

Miriam

End of Question 6

QUESTION 7

Memo

To: Candidate

From: Miriam

Hi,

As you know Global, the contractor at the laboratory project, has presented it as complete. The University is desperate to move in, but nervous of accepting completion if things are not as they should be. I have two concerns:

- 1 Snagging. The snagging list which you have had a part in compiling is, to be frank, enormous. The contractor's argument is that none of the items on it are critical to occupation (so as to interrupt the use of the building), and I agree that this is the case, but there are over 1500 items on it and none of them are trivial....For instance, there are numerous locations where the parapets are only keeping the water out due to temporary protection being fitted – the welded corner pieces for the flashings have yet to arrive. Also the general finishing of internal walls is not even close to the standard we would normally expect at handover.
- 2 External envelope. The external walls look terrific, and there have been no reports of any problems since they were completed six months ago. However, one of the tests required by our specification has not been successfully carried out. In spite of repeated requests (the test was meant to be carried out prior to work on site starting), the contractor did not have it done until last week, and then it failed, apparently because the unit that was installed on the test rig did not match the actual work on site.

The problem we have is that there is not another available slot at the test facility for three months. The contractor is already liable for around £500,000 in Liquidated Damages and is understandably desperate to hand the building over. At the same time the University will be in real difficulties if they do not have the building very soon and is becoming desperate to take it. I think we maybe have three weeks before they must move in.

QUESTION 7 (continued)

With Jill away (did she have to choose now to go for extended leave) I am saddled with the decision. Could you draft a paper for me indicating the issues and risks involved, and stating what course of action we should follow? Is there some sort of middle way?

End of Question 7

QUESTION 8

Additional Information

The contract was delivered 6 months late, 14 months ago. No extension of time claimed or awarded during the course of the works. Client has deducted damages @ £5000 per week until the Practical Completion Certificate was issued.

Claim received 6 months ago for a 6 month extension. Further information requested by the project architect. This information was received a month ago and is still awaiting assessment.

All snagging is now complete, but the oak floor in the reception area is giving cause for concern. This appeared to have been fine until a month after the end of the rectification period, when joints in it started to open up. It turns out that the sub-floor was not flat and the floor is consequently moving. Remedial work has been demonstrated to be impracticable – the structural slab is not within tolerance. It is not, however, interfering with the use of the building.

Memo

From: John Young

To: Candidate

Since they have now agreed the outstanding financial matters with the QS, National Construction Ltd, the contractor for the Council office building, has now applied for the claim to be awarded and for the certificate of making good and the final certificate to be issued. This causes me some concern as we still have the contractor's claim to look at and the oak floor is still a worry. You will need to do a little research and come back to me with a full analysis of the issues and some recommendations as to what we might do. Can you address the following issues:

What should be our response to the Contractor's request that we issue a Certificate of Making Good and a Final Certificate?

How do the issues surrounding the Extension of Time affect what we do?

What should we do first?

Do we need help?

End of Question 8

QUESTION 9

Dear Candidate,

Duncan has served notice of his intention to retire completely from the practice in 6 months time when he turns 60.

He will be concentrating on his writing and will continue to practice on his own particularly on his expert witness work and he has indicated he will probably do some small scale architectural work for friends and colleagues. He will not retain any equity or professional interest in the practice.

I am preparing a strategy to ensure the retirement process is dealt with professionally and with minimum disturbance to the practice and its ongoing success.

Can you give me some notes on the following?

- The key management and practical issues for the practice
- How this affects the structure of the practice and how we should deal with the issue of retirement in the future
- Practice liability issues

Regards,

Miriam

End of Question 9

QUESTION 10

Dear Candidate,

We have just certified practical completion for the student residential project for Cityburgh College. Unfortunately we have made a loss on this project. We won this project in the OJEU process. As you have recently attended a Part 3 Update Course I thought that it would be a useful exercise for you to prepare your own realistic fee proposal for this project. Your fee estimate must balance realism with the fact we were competing for the project.

Appointment; SFA 2005. Architect as Contract Administrator. Work Stages C – L

Project Type: Student Housing

Procurement Type: Traditional

Project Value: £3.9million

Project Programme: Contract on site for 12 months.

I would like this fee proposal to be undertaken with your estimate of the personnel involved at all stages, and to produce a programme based on this. You should use this to calculate the fee required for the project.

Our appointment stated that our fee should be inclusive of all expenses. As the project was in the city there were very little travel costs. However, I would be interested in your opinion as to what expenses should be allowed for in your notional fee proposal and what would be the approximate costs of these?

Bearing in mind that the cost of this project to the office was larger than the fee I would be interested in your opinion on how we could have avoided some of our losses.

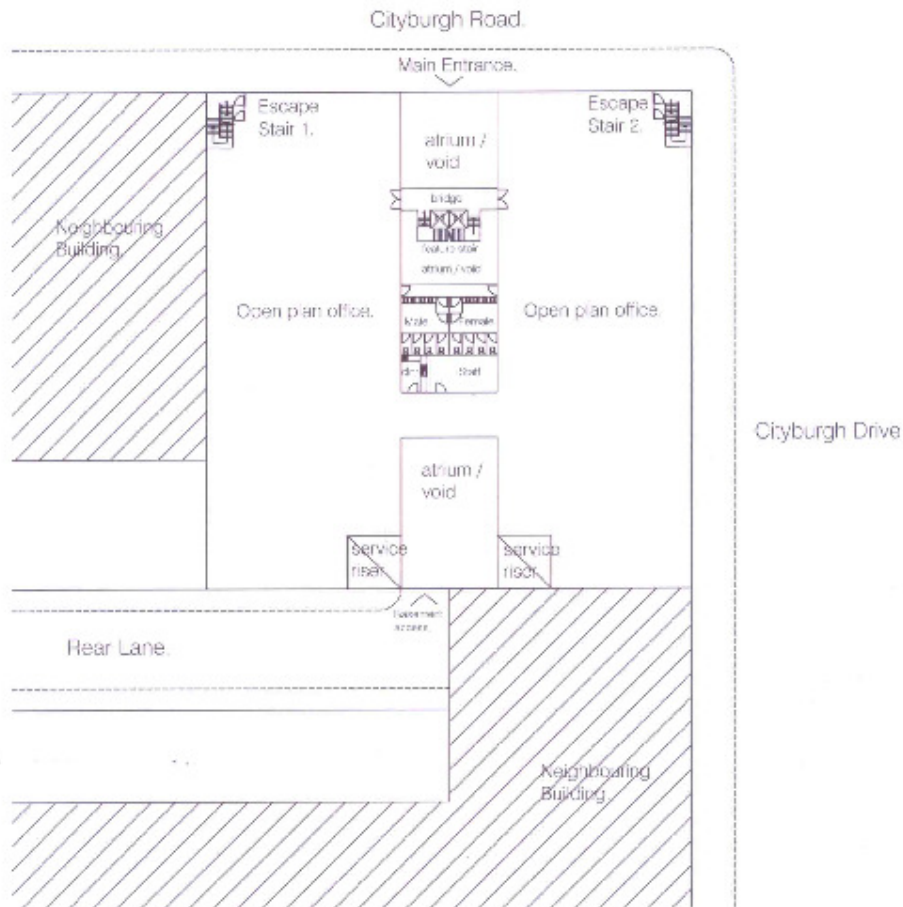
Yours,

John Young

End of Question 10

END OF PAPER

Q6 DIAGRAM - Cityburgh House Plan as Existing



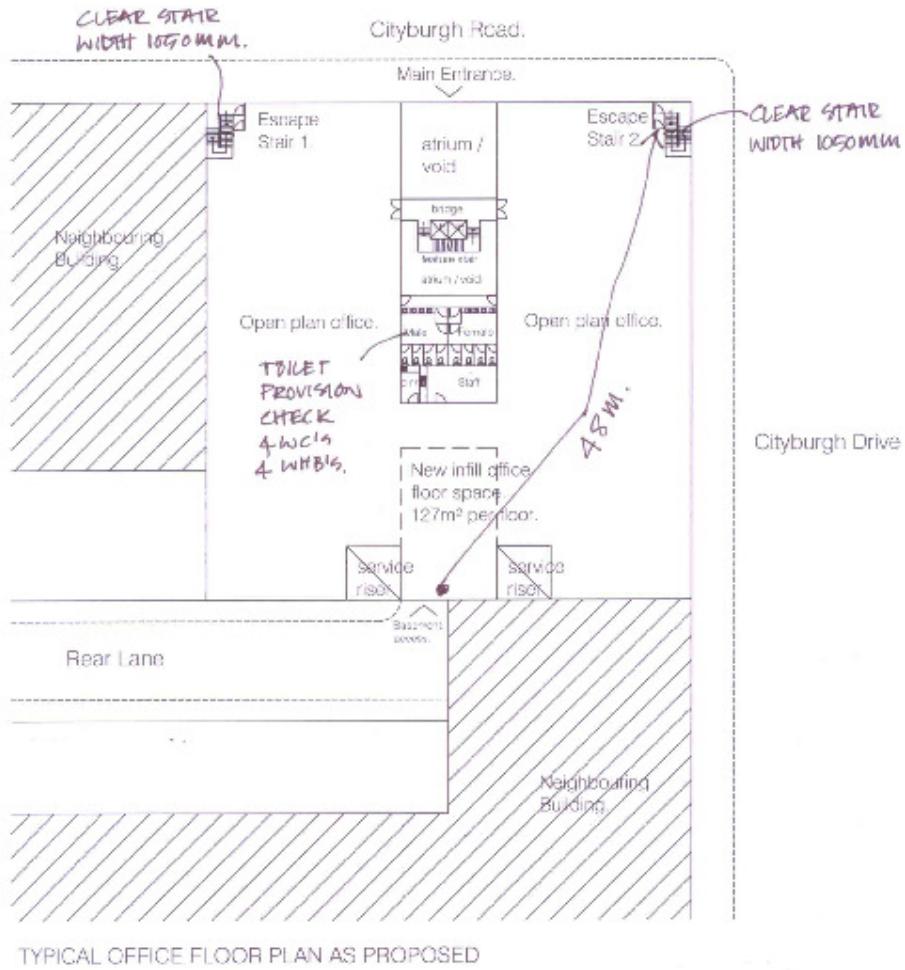
TYPICAL OFFICE FLOOR PLAN AS EXISTING

SK-01

SCALE 1:500.

Q6 DIAGRAM - Cityburgh House Plan as Proposed

- LOOK INTO -
- ① TRAVEL DISTANCE
 - ② TOILET PROVISION
 - ③ STAIR WIDTHS.



SK.02
SCALE 1:500.