

# APEAS<sup>LTD</sup>

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

**THE EXAMINATION IN PROFESSIONAL PRACTICE &  
MANAGEMENT: PART 3, 2012/13**

**QUESTIONS for CANDIDATES**  
**All questions should be attempted**

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## QUESTION 1

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

- 1.1 What procedures should a practice put in place to deal with the late payment of bills?
- 1.2 What are the practical implications to an architectural practice of implementing ISO 14001?
- 1.3 What are an architectural practice's obligations when writing an interim certificate?

End of Question 1

## QUESTION 2

### Memo

**From:** John Young

**To:** Candidate

We have just received an enquiry from Sunburst Developments, which in the current climate is a welcome boost, but it is a job with a difference. We have been asked to take over the final stages of design and administration of a project which was being handled by TOP Architects. Apparently there has been a falling out between TOP and Sunburst (over what is currently unclear) and they are now desperate for us to pick up the reins in a hurry.

The project is a small office building being procured by Sunburst, but which will be occupied by administration staff working for Cityburgh University. The site is part of the old brewery complex which is due to be used for a mix of high class housing and office space. The economic downturn has meant that the entire site has lain empty for four years, and although a masterplan has been produced, no work towards implementing it has taken place.

The new building has planning permission, recently achieved against the planning officers' recommendation apparently through intense lobbying by the University and based on the fact that nothing else was happening to a site which is an eyesore and a security headache. The design itself is singularly inappropriate for both the use and location – a deep plan building with only a few windows which are all given to senior staff offices, the main open plan office area being entirely internal. It is single storey with a metal hipped pitched roof in an urban location, metal cladding in an area where masonry predominates.

It's only about £2.5m construction value, and the job is already half done, (TOP have apparently taken the project to the end of Stage E) but it is a new client and one with connections to the University, which could be great for us. It's a pity the design is so completely awful – I have no idea how they got planning for it – I suppose the University is all powerful at present, being the largest employer in town. Not sure I would fancy working in it either, but for us it is sorely needed work!

Another complication is that the programme is, at least for us, impossible. They basically want the tenders to go out in six weeks from now. If we were the incumbent architects with a team running that might be possible, but with all the bids we have to do there is no way we can release anyone to do it for at least three weeks and we certainly can't justify taking anyone else on, even on contract. We'll have to deal with that after appointment however – if we make a fuss now they'll just go elsewhere.

## QUESTION 2 (cont)

Sunburst wants a response on this by the end of the week, but I am tied up until Friday. Clearly there are a few issues to ponder, so could you do some checking and put a few bullet points together on them and how we should respond? Don't worry about the fee - Miriam and I can work that out on Friday. I am more concerned as to the professional issues there are to sort out, in particular regarding the transfer of the project from TOP to us, the quality of the design and the programme.

Regards

John

End of Question 2

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### QUESTION 3

Dear Candidate

As you are probably aware we have been working with Bill Brown for the past six months designing a commercial vehicle servicing centre on the outskirts of Cityburgh. We have already submitted a planning application which is just about to be approved and the first stage of the building warrant (substructure, drainage, steelwork and cladding) has just been lodged with Cityburgh Council. This is our second building for Bill. We helped him deliver a very similar building six years ago and it was procured successfully using Design and Build.

However, with the current recession, Bill has less access to grants and funding than he had last time and money is very tight. He has been very specific about his briefing requirements; particularly the size and shape of the building and site. This is what has been incorporated in the Planning Application. At the outset of the project Bill had asked that the project was kept below £1m. The QS advised that even with the very competitive tenders being received on other projects that this was unlikely to be achieved and that £1.4m was a more realistic target. Bill, however, had been talking to friends who are contractors and he was convinced that he was right. In order to obtain some financial certainty he instructed us to go out to a Design and Build tender on Stage D design information.

We have just had the four tenders returned and the lowest tender is £1.42m. Bill has decided that he now wants to proceed on his own without using our team any more and by procuring the project on a separate trades basis. He has built a few small projects like this in the past and sounds confident that he can do this. He proposes sub-dividing the procurement into 4 phases:

1. External Works, Substructure and Underground Drainage
2. Steel Frame and Cladding
3. Floor slab
4. Internal fit-out and M&E services

Bill is a good friend, both personally and of the practice. I fear that he is going to get himself into a real mess. I want you to draft a letter to Bill giving him advice on the following:

### QUESTION 3 (cont)

- The duties that we and the current design team have still to address
- The key issues that he must now address.

Yours

John

End of Question 3

## QUESTION 4

### Memo

**From:** Miriam Gorst  
**To:** Candidate  
**Date:** 27 November 2012  
**Subject:** Equestrian Centre, Lochsharnie.

I see that you have received a letter from our client's lawyer, requiring us to provide a Collateral Warranty. Please can you draft a report for me. You should consider the following:

1. Do we have to agree to provide this Collateral Warranty?
2. What would happen if we don't?
3. What effect does the Warranty have on our liabilities?
4. Can anyone else provide a Collateral Warranty for the architectural services instead of us?
5. Should we charge a fee for this?
6. Are we able to achieve the fast turn-around required?
7. What should we suggest in order to avoid delays?

Miriam

## QUESTION 4 (cont)

LETTER FROM CLIENT'S LAWYER:

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# Magrathea Legal Services

4<sup>TH</sup> FLOOR, CONFEDERATION SQUARE, CONFEDERATION ROW, CITYBURGH. CB12 3HH.

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GFY Architects  
Geddes House  
1 Union Street  
Cityburgh  
CB1 9RW

26 November 2012

FAO Candidate.

Dear Sirs,

**MR & MRS H. HUNTER: NEW EQUESTRIAN CENTRE.**

Our mutual client has now had to arrange for funding from Rontok Bank PLC, to cover the increased construction costs. It is an absolute condition of Rontok's loan agreement that you provide a Collateral Warranty in their favour.

We are currently drafting the Warranty and should have it with you by the end of the week. Thereafter, we require that you returned the signed copies on Monday.

Please confirm your agreement to this, by return.

Yours sincerely,

Gail Andrews  
Senior Solicitor  
Magrathea Legal Services

End of Question 4



## QUESTION 5

Dear Candidate,

### Church Conversion, Isle of Cray

We have been asked to get a Design Team fee bid together for the conversion of this lovely Category B listed church building to 10 apartments. Our client has an option to purchase the property conditional on a successful planning outcome. The building has a wealth of original features including stained glass, ornate stonework, specialist joinery and decorative plasterwork. The congregation sold the property five years ago to a private individual who had a previous planning application refused for 12 apartments. Historic Scotland was scathing about the previous scheme with good reason in my opinion. The previous architect did not try to adapt the scheme to the building, and the drawings were appalling. We need to start afresh. I think we can come up with a much better and more sensitive and agreeable solution.

While the property has lain empty there has been some deterioration to the fabric, the stone works needs attention and there are a few leaks in the slate roof. Inside the property there is evidence of rot both in the roof and at low level. Some of the stained glass panels are bowing and there is significant cracking in the ceiling.

The remote location of the property is a consideration, access to the Island is by ferry costing £60 for a car and a passenger and it is a 350 mile round trip in the car from the office.

The project is really exciting and I'm keen to get it. We will be against two other teams. We've been asked to provide a fixed lump sum design team fee to take it through feasibility, planning and listed building consent. Can you prepare a detailed fee proposal founded on a task based resource schedule for these stages and indicate the consultants you think we should include in the team and their costs.

Thereafter provide an indicative percentage fee for the design team and confirm who makes up the team to take the project on from planning to completion based on a traditional procurement with us as lead consultant.

Regards,

John

End of Question 5

## QUESTION 6

### Background:

Our initial appointment was to Magna Fiscus Pensions under the SCA D&B Employer Client version to obtain Planning Consent and formulate the Employer's Requirements with other members of the design team. Thereafter we were employed under the SCA D&B Contractor Client version to obtain Building Warrant and deliver Production Information. Our responsibility on site was limited to responding to technical queries and did not include any inspection duties. We were also appointed as CDM(C) directly to the Employer Client, a role performed by Duncan Flynn until his retirement.

The project was the commercial redevelopment of a grade B listed building which occupies an entire city centre block and consisted of mixed use (offices above retail) with an internal glazed atrium to the retail mall below. Offices have windows above the glazing overlooking the atrium.

Practical completion was issued 15 months ago.

Adjudication is pending on other unrelated issues (cost and extension of time).

## QUESTION 6 (cont)

### Memo

**From:** Miriam Gorst  
**To:** Candidate  
**Date:** 23 November 2012  
**Subject:** Health and Safety Issues and Statutory Legislation

As you are perhaps aware Markup and Proffitt Construction Ltd (M&P Con) have been involved in a lengthy dialogue with the client and his Project Manager agent over making good defects which have manifested themselves during the rectification period. Lack of agreement over the precise nature of the defects has prolonged this process. M&P Con have offered to make good the following defects at no cost to the client:

- To remedy leaks in glazed roof
- To install external permanent access walkways over the atrium glazed roof
- To remedy failing lime harling to the inner walls of the atrium light well above the glazed roof

I recently attended a site meeting. I am concerned about the items below. Please prepare a memo for me in advance of my next meeting by responding to my questions below with any suggestion for action we should be taking.

1. The contractor has reported that the original F10 notification has expired. The client refuses to sign a new F10 as he has stated the remedial work is not for Magna Fiscus Pensions but for Markup and Proffitt Construction Ltd themselves.
  - a. Does the client have to sign in this instance? The contractor refuses to submit the F10 without the client's signature.
  - b. What happens if the F10 is not submitted, is it really a problem?
  
2. I am concerned as we are novated to the contractor as Architect but have a direct appointment with the client for our Health and Safety duties.
  - a. Are there any issues acting as both architect and CDM(C)? Is there a conflict here?
  - b. What is best practice?

## QUESTION 6 (cont)

3. As you may know the new lime harling above the glazed atrium has apparently failed with patches dropping onto the glazing below cracking one of the panes. Debris netting was fixed to the walling as an emergency measure but the contractor plans to now remove all the lime harling and proposes to use a proprietary render system on a backing board that will look nearly the same. Markup and Proffitt Construction Ltd may ask us to write a specification for this item and will need this work carried out without unnecessary delay.
  - a. What issues require to be considered to decide if the proposed changes are acceptable or not?
  - b. Are there any other issues?
  
4. The new glazed ridged roof light was designed without any external access across the glass – the original supplier stated no access was required as the side gutters had walk boards installed and a fall arrest system fitted to allow cleaning with a pole. The client is adamant that permanent access should have been provided and cites the broken pane as an example. We need to brief Markup and Proffitt Construction Ltd. I need to be clear about potential issues and want to be sure that the contractor is acting responsibly, therefore could you provide some background to the following:
  - a. I don't see anything in the files that considered safety at the scheme design stage. For future reference how do you think this is best handled during design development?
  - b. Assuming we run with the contractor's suggestion of fixing a mobile access ladder across the glass what are the issues here?
  - c. Did we have any responsibilities under the original design for access and does that leave us exposed?

I am conscious I have asked you a lot of questions so keep each answer brief.

End of Question 6

## QUESTION 7

### Memo

**From:** John Young  
**To:** Candidate  
**Date:** 27 November 2012  
**Subject:** Eastvale Office Development.

The client is chasing me for the Building Warrant "Completion Certificate". Their new tenant wants to see it as soon as possible. I don't think we've done anything about it yet, as we're still awaiting the lift installation certificate from the Contractor.

Please can you draft a letter to Eastvale to advise them of the procedure leading to the Completion Certificate so that they understand it's not an instant process, including explanation of what supporting documents we need to submit and where/how we obtain these.

Also explain how we might still formalise the tenant's use of the building in the event of delay to the Completion Certificate.

How can we put more pressure on the Contractor to deliver the lift installation certificate?

Regards,

John

End of Question 7

## QUESTION 8

### Memo

**From:** Miriam  
**To:** Candidate  
**Date:** 22 November 2012  
**Subject:** Duffer Builders Ltd

I've been advised by Mr Duffer that he is winding up Duffer Builders Ltd immediately and that he is walking away from the contract, he is blaming non-payment of bills from other contracts as the reason. I've had no advance warning of this and it seems that they were doing a reasonable job until now.

Unfortunately he has just been paid stage payment No. 8 which takes the overall payment up to £200,000 on a project that was running 4 weeks behind, but even as late as a fortnight ago at the progress meeting the contractor stated they would catch it up and complete on time. The client did not want to employ a quantity surveyor and agreed a payment schedule of 10 equal monthly payments of £25,000 with the contractor, the contract was duly amended and a 5% retention deducted from the staged payments.

The clients have indicated that they have been approached by Jim the Site Manager about completing the job. He has had a good relationship with the client through the project and has earned their trust. He is now out of work, although he is Mr Duffer's cousin. He has indicated that it will cost an additional £75,000 from the figure already paid for him to finish the work. This seems to me a reasonable assessment of the quantum needed to complete. He needs a £10,000 advance payment to fund the initial phase which is to be deducted from the next stage payment. He has persuaded all of the labour and sub-contractors on the project to stay on to complete the job to provide continuity. He has suggested that he would take on the responsibility for the contract including retention through an assignment of the contract and that he would attend to any defects as if the original contract was with his new limited company, which he is going to set up.

## QUESTION 8 (cont)

The door supplier is also looking for settlement of payment before delivering the final folding / sliding screen, it is the last of 3 screens to be delivered at a cost of £5,000 each, but they want £12,000 to deliver the final door as only £3,000 as a deposit was paid by the contractor. The payments made to date should have covered the cost of the fitted doors.

The supplier is threatening to remove the fitted doors if they do not receive payment in full as requested. They will not accept payment from Jim or his new company and will only now deal directly with the client. The folding screen is needed on site urgently and it is ready for delivery.

Jim has also indicated that he will complete the works 4 weeks after the contractual Date for Completion if he gets an instruction within a week.

The client is minded to go ahead with Jim's proposal. They have said that by the time we identify the outstanding works, get it tendered and accepted, pay our fees and a new contractor is appointed it is likely to cost just as much or more and in addition they have the costs for the house they are renting. They see it as the most pragmatic way out of the predicament and they seem to have the funds available and a desire to proceed.

Can you write me a memo outlining the contractual issues and your opinion of how we should approach this situation. The memo should include comments on the issues with the screens, project costs, potential additional fees and likely programme to completion.

Regards,

Miriam

End of Question 8

## QUESTION 9

### Memo

**From:** Miriam

**To:** Candidate

**Date:** 26 November 2012

**Subject:** Roles of design/construction team. Lead Consultant and Contract Administrator

Our clients Layby Ltd now wish to build a large residential wing within the same grounds. They plan to retain our services as we have gained valuable knowledge into their working arrangements and relevant compliance regulations. However, they perceive the problems with the recent project were related to the professional appointments and are considering making two significant changes to the next new appointments.

We have submitted a fee quotation for full architectural services of 5.5% of the project value with 35% of the total fee allocated to the construction phase K - L.

1. Layby Ltd are considering appointing firm I M Brilliant as Project Managers to carry out the Contract Administration duties and Layby Ltd are seeking abatement on our quoted fee level. Clearly we do not wish to lose potential income so we need to persuade Layby Ltd of the advantages of having our firm carry out all the duties.
  - a. Let me have your views on whether the scope of our proposed appointment should be reduced? Our client is reasonably experienced having developed several properties before; therefore a reasoned argument looking at all sides would be helpful.
  - b. If the client persists in seeking to remove Contract Administrator duties from our proposed appointment seeking to reduce our quoted fee, to what extent should we change our fee?
  
2. Layby Ltd also seeks to appoint us as Lead Consultants expecting us to appoint the design team through ourselves, except the QS and CDM(C) who they will appoint. As you will recall the extension just completed was on a separate appointment basis with individual consultants responsible to the client. I think the client has the impression that many of the problems stemmed from a lack of consultant integration.



## QUESTION 9 (cont)

- a. Before I respond to the client on this I would like you to prepare a memo for me that will review how we select consultants to work with us, the potential contractual arrangements that could be adopted between consultants, ourselves and our clients, and any issues we need to be wary of to effectively manage our design team on this much larger project.

End of Question 9

## QUESTION 10

Dear Candidate,

The laboratory fit-out project at Cityburgh Hospital is just about to complete on site. Indeed PC is anticipated to be on time in six days time. The practical completion is critical to the client as they are moving out of existing rented property.

However, during the commissioning of the ventilation system in the laboratories it has transpired that the supply ductwork to each of the twenty laboratories has been undersized by the M&E Designer causing excessive noise incompatible with the operation of the laboratories. Although we have employed the M&E Designer they have accepted full liability at a meeting and this has been minuted. Initial discussions with LabPlus have indicated a potential delay of 2 weeks. LabPlus also stated that their overall cost increase will be in excess of £20,000. This includes preliminaries, materials and resources. Williams International has decided not to go through their PI Insurers as their Excess is about £30K.

Having carried out considerable snagging on the project already we were of the opinion that Practical Completion was highly likely. There were going to be some minor items of incomplete work but none of these would have stopped occupation. However, the M&E Designer is now trying to find all sorts of things on his snagging list that he claims would have delayed PC and therefore mitigate the amount they will have to pay for preliminaries. The worst of these include missing connections from the Building Management System to the chiller units, for the purpose of performance recording, and the wrong lamps installed in the fluorescent lights.

What are the correct procedures that need to be implemented in this situation taking into account the following four issues:

- Ensuring that the project finishes as quickly as possible
- Limiting the client's financial exposure
- Ensuring that the contractor does not take advantage of the situation
- Limiting our financial exposure

Yours

John

End of Question 10

**END OF PAPER**