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

**THE EXAMINATION IN PROFESSIONAL PRACTICE &
MANAGEMENT: PART 3, 2014/15**

QUESTIONS for CANDIDATES
All questions should be attempted

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QUESTION 1

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

- 1.1 Why are collateral warranties and third party rights needed on a project?
- 1.2 Why is a Access Audit required and what would the scope of such an audit entail?
- 1.3 What provides the architect with the right to use adjudication as a form of dispute resolution?

End of Question 1

QUESTION 2

Memo to Candidate

To: Candidate

From: Miriam Gorst

Dear Candidate,

I hope you enjoyed last night's impromptu celebration of the Greentown Hospital win. It is a fantastic achievement. Initial feedback is that the client really likes our design and that swung the decision, so well done to all concerned, especially as we had so little opportunity to speak to them during the bid. However, we now have a lot to do. It is a big project for us and will stretch us.

Most importantly we have yet to identify a Project Architect for the job, as with the exception of you the entire bid team are now fully committed to other work. I therefore need your help in getting the project set up.

From today we have 5-months (22 weeks) to achieve Financial Close (when the final contract is signed and construction can start). Architectural Information must be finalised at least 2-weeks before Financial Close. I have just come from a meeting with MacBeth & MacDuff and they wish to start on site within 2-weeks of Financial Close. They have also spelt out what they need from us to achieve Financial Close:

- 1 All General Arrangement drawings (plans, sections and elevations) signed off by the NHS.
- 2 Planning Permission applied for and received.
- 3 All 1:50 room layout drawings (over 150 of them) showing equipment, furniture, services etc. also signed off (thankfully we have drawn all of these for Final Tender, albeit they have not been discussed with the NHS – I reckon we will need to meet each department 3 times to achieve sign-off, making alterations each time). This will require a separate dedicated team – two or three layouts a day each would be typical for the initial draw up.
- 4 All finishes (but not colours) signed off.
- 5 Structural and services coordination moved forward to a state where the project is effectively de-risked.
- 6 Stage 1 Building Warrant (Substructure and Underground Drainage) in place.
- 7 Stage 2 Building Warrant (Fire Strategy) applied for (an initial chat with building control during the bid clarified that this order would be acceptable).

It looks like we will have to have two teams within the practice working on the project; a building team and a clinical team.

QUESTION 2 (cont.)

In addition, to these Financial Close requirements, we have to prepare for the start on site. This will require considerable work very quickly. The project is effectively at Stage 2, plus we have a complete set of Room Layouts and a more detailed outline specification than normal (this was to allow MacBeth & MacDuff to price the project at bid stage).

- A. Could you work out a strategic programme for the project up to achievement of Financial Close?
- B. Advise on the size of team we will need up to Financial Close showing how it might be organised. Please show how you come to your conclusions. Do bear in mind the amount of fee we can afford to spend...from now to Financial Close we will earn £230,000.
- C. MacBeth & MacDuff are insisting that our entire team works in a project office near the site. They have taken a lease on a space and want it set up forthwith. Personally I think this is a great idea – all the workers in one space, communicating freely! Do you think this will affect anything?

End of Question 2

QUESTION 3

Memo to: Candidate

From: John Young

We have just had an enquiry from Cityburgh Council regarding a feasibility study that we have just finished for a life science incubator building.

The £10 million pound building will provide start-up facilities for new life science companies on one floor and then 'grow-on' space for these companies on the first floor, should they need to expand.

The UK Government has offered to pay £5 million of this sum through a special incentive scheme, but this money has to be spent by the start of August 2016. Cityburgh Council would contribute the remaining £5 million. Cityburgh require full satisfaction that the programme will be met before works start on site and the budget cannot be exceeded.

This means that the project needs to get going now.

We have already been appointed as the architect through the Public Contracts (Scotland) procurement process along with the rest of the team.

We have been asked to provide a report on the best way of procuring this building so that it meets all the necessary European Union procurement regulations and is handed over on time and within budget.

Based on our feasibility design our estimation of the construction period is 12-months. This only gives us 8-months to get on site.

Cityburgh do not have a framework for contractors and do not want to use any of the national government contractor frameworks e.g. SCAPE. Can you have a look at the options and let me know what the issues are and what form of procurement you would suggest?

Many thanks in advance.

John

End of Question 3

QUESTION 4

Memo to: Candidate
From: Paul Moore
Date: 26 November 2014
Subject: EHA: Housing at Adams Close.

We have received a letter (see attached) from Vogon claiming extension of the contract period and loss & expense for delays caused by Southern and Northern Electricity's failure to perform on time.

Please can you provide me with a memo covering the following:

1. How should we go about assessing the EoT claim?
2. Do you think that the requested EoT is justified and what EoT award do you think we should make?
3. What is the required timescale for considering the claim?
4. How should we go about assessing the L&E claim?
5. Do you consider the claimed L&E amount to be justifiable?
6. It seems a bit unfortunate that Vogon were let down by Southern and Northern Electricity after they had been performing so well. Could we show some leniency here?

Paul

QUESTION 4 (cont.)

LETTER FROM CONTRACTOR.



VOGON CONSTRUCTION LTD

WESTMOUNT BUSINESS PARK, CITYBURGH. CB12 7PL Tel. 0123 456 7890
info@vogon-con-ltd.co.uk

Unit 16,

Paul Moore
GFY Architects
Geddes House
1 Union Street
Cityburgh. CB1 9RW

1302/gm/gfy

25 November 2014

Dear Paul,

EASTVALE HOUSING ASSOCIATION SHELTERED HOUSING, ADAMS CLOSE, CITYBURGH.

We refer to the recent delays in the installation of electricity infrastructure cabling at the above, which was finally completed last week. As you know, this has caused significant delay to progress, as we have only now been able to commence surfacing of the footpaths and the other external works. We consider this to be a Relevant Event under Clause 2.29.7, failure by a Statutory Undertaker.

The delay to the Works is estimated to be 4 working weeks and therefore request extension of the Contract Period to 30 January 2015. Please can you confirm your decision within 12 weeks of the event.

We also seek award for Loss and Expense resulting from the delay and our prolonged period on site, i.e. 6 weeks of office overheads, site management, site accommodation hire, scaffolding hire, etc. We estimate this to be £13,720 + VAT.

Please note that we feel particularly justified in our claim, as we did warn you at the time of our acceptance of Southern and Northern Electricity's quote that they were likely to under-perform.

Yours sincerely,

G. Macmillan,
Contract Manager,
Vogon Construction Ltd.
Vogon Construction Ltd. Reg. Office: 15 Seatown Road, Cityburgh. Partners: G. Macmillan, A. Dent,
F. Prefect.

End of Question 4

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QUESTION 5

Dear Candidate,

The attached tender summary sheets (see Appendix 1) have come back from the 4 tendering contractors for the Dove Cottage House Extension job.

We are working with a structural engineer on this project without any other consultant.

We have returns from four contractors, Happiness Construction, Holden Carry Builders Ltd, J Smith Joiner & Really Useful Builders Ltd.

Reliable Builders International did not return their tender.

In addition to the attached they each stated the following qualifications in their covering letters:

Happiness Construction

No qualifications or covering letter.

Holden Carry Builders Ltd

They stated the project will take them 16-weeks as opposed to the specified 12-weeks. They have scored out damages for non-completion of £800/week. They have priced on an alternative folding sliding screen to that specified. To keep with the existing specification would have cost an extra £1500.

J Smith Joiner

This is his first job since setting up his joinery business and he has noted that he is not VAT registered and will not charge VAT for the work. (He is also the nephew of one of the client's). His tender items for electrical & plumberwork are noted as provisional. He has requested a payment on acceptance of his tender of £20,000 for materials as he has no credit accounts yet with suppliers.

Really Useful Builders Ltd

No Qualifications. But bid was submitted 30 minutes after the deadline. The van that was delivering the tender had a puncture on the way to the office, they issued a scanned copy of their tender by e-mail when they realised they were going to deliver late.

Please draft a letter to the client with an accompanying tender report giving the client clear direction on which contractor to accept.

Regards,

John

End of Question 5

QUESTION 6

Memo to: Candidate

From: Miriam Gorst

I have just had a rather disturbing phone call from the Contracts Manager of IM Trusty Ltd on the Warehouse Conversion Project. Mr Trusty informed me that they have been experiencing some financial difficulties and it is possible that they will go into receivership by the end of next week. They are trying to resolve the situation to avoid this happening and will provide us with an update on Friday.

This might explain why they have not been to site for the last 10-days and the non-appearance of the lead for the valley gutters, following removal of all the existing slates from the roof a few weeks ago.

As you are aware this project is for a high profile client who has to spend the money by the end of the financial year or they will lose it. The project has no funding allocated for next year. Although we are working on the technical design for Phase 2 the site start for this phase is unclear at present. This particular client is continually reassessing their priorities against an ever decreasing budget allocation.

I had hoped that we could deliver a fantastic Phase 1 project here that would ensure our services were retained for the Contract Administration of the Phase 2 works.

I am very concerned that if the Contractor's fears are realised we will be left with a half -finished shell that is neither wind or watertight. The roof was open to the elements last week when I was on site. Looking further ahead I am concerned that the lack of performance by the Contractor here may jeopardise the whole project and ultimately terminate our future involvement through no fault of our own.

Can you have a think about all this and provide me with a brief report summarising the action now required:

1. Immediate action:

Can we do anything this week while we await the confirmation from the contractor? Should we tell the Client at this stage or wait until we have firm confirmation from the contractor? I am tempted not to bother him with this stressful news, in case it all turns out to be okay.

2. Action if the Contractor goes into liquidation:

What do we need to do if our worst fears are realised and the contractor confirms that he has gone into liquidation on Friday? Is there any course of action we should investigate before Friday, so that we can be ready to act once we have confirmation?

QUESTION 6 (cont.)

My wish would be to maximise spend for the Client, minimise the impacts for the building fabric and protect the sub-contractors.

3. Outstanding Payment:

I know a valuation has just been completed by the QS and was passed to us for signing off yesterday. I have not got round to signing this yet. Should I sign it now given the current situation? Can we ask the QS to split this up by trade and pay each of the sub-contractors directly? I know the Client has a longstanding relationship with TJ Batter and would not want to see him lose out here.

End of Question 6

QUESTION 7

Memo to Candidate

To: Candidate

From: John Young

I have concerns over the way safety is being managed on this project. The project was due to last four weeks and, given the scope of the work as such, there was no need to notify the HSE of the site start. At the end of the second week the project was halted as we were told the Mr McPhall's sciatica had started playing up again, and work restarted three weeks later. From that point on (three weeks ago) work has been very slow and I estimate that the project is barely half way through. The committee has also asked us to implement a change to the scope of the project which would now involve the removal of two structural walls to further extend the area available.

- A. My concern is the project may now need to be notified, and other implications may follow, such as the appointment of a CDM co-ordinator – could you briefly summarise the position here?

I should point out Mr Macfarlane has offered the services of his other neighbour Mr S Jimm as CDM (C) if required. Mr Jimm was employed by the local council for 45-years as a Clerk of Works in the Sewage Department before he retired 15-years ago and now is the archive's fabric convenor.

- B. Do you think this neighbour would be suitable to act if a CDM(C) is required? What should we be advising our client?

I now learn today that it wasn't sciatica that caused the project to stop but the fact that Mr McPhall was recovering from the fall after he had propped up his ladder through a hole he had made in the existing suspended ceiling, a good bit of which then gave way under his weight. He was running cables for the new impressive lighting installation. He said that despite the plaster cast on his foot as a result of the fall he was otherwise 'mainly bruised elsewhere, shaken and otherwise lucky.' He admitted the couple of pints he had at lunchtime had helped to dull the worst effects of the pain.

- C. Should we be advising the client about anything and do we need to do anything here?

QUESTION 7 (cont.)

The hole has still not been fixed, and through it can be seen another older ceiling and not the joists of the roof which we had assumed was all there was up there. This older ceiling appears to have greyish cementitious boards, broken in parts, with a powdery stringy consistency along the edges of the breaks.

- D. I'm concerned as to what this is, despite having received nothing from the client about deleterious materials (it was on his "To Do List"). What is our course of action here and have we missed a step here?

End of Question 7

QUESTION 8

Subject: **Fwd.: Possible new job.**
Date: **26/11/14 08:26:13 GMT**
From: mgorst@gfy-arch.co.uk
To: candidate@gfy-arch.co.uk
CC: jyoung@gfy-arch.co.uk

Hi Candidate,

POSSIBLE APPOINTMENT.

Forwarding email from Trevor. Looks like an opportunity for us. I think we need to convince the client of the importance of using an architect for this commission, and that GFY would be the ideal choice.

Please can you draft a letter to Mr & Mrs White with a view to landing this commission.

Regards,
Miriam

Miriam Gorst DA, RIBA, FRIAS
GFY Architects

QUESTION 8 (cont.)

Subject: **Possible new job.**
Date: **25/11/14 17:42:22 GMT**
From: **trevor.maillot@maillot-ass.co.uk**
To: mgorst@gfy-arch.co.uk
CC:

Miriam,

POSSIBLE NEW JOB.

I've been appointed by Ben & Frances White, originally to design a simple car-port on the side of their house, but the project has grown much larger, with significant extension & alteration work including double garage, bedrooms, AV room and re-modelling of existing house. Client's budget is £200,000+VAT.

I have advised the Whites that this needs the services of an architect and I have recommended you.

Only problem is that they are not convinced and don't even seem to know what an architect does!

Also, I saw a business card from A. N. Other Drafting Services in the White's kitchen.

Suggest you write to them:

Mr & Mrs B White,
'Magrathea'
42 Fenchurch Grove
Cityburgh.

Regards,
Trevor M.

End of Question 8

QUESTION 9

Two interest earning bank accounts were operated by GFY to manage the building contract finances on behalf of the client:

- Account “GFY C/A #5” initially held an amount equal to the contract sum plus VAT for paying the construction costs, debited only when each agreed instalment was due; and
- Account “GFY C/A #6” which held the balance of the retention paid on every payment to the contractor.

Each account benefitted from interest at 2.5% APR with interest credited monthly. VAT was payable on all items at 20%. Retention was applied at 5%, to be repaid in full at the end of the 3-month rectification period in accordance with contract condition Part 1 E2.

Refer to memo below.

QUESTION 9 (cont.)

MEMO TO CANDIATE

To: Candidate

From: John Young

As you know the project has just reached the end of the rectification period and the contractor has been finally paid. There were no changes instigated and the project ran in accordance with the intentions of the client.

In preparation for an agreed Skype call this morning with the client I retrieved from the file the comprehensive payment schedule we prepared and issued to the client at the outset.

As you will recall, and included in the contractor's contract (condition Part 1 E1), that rather than monthly invoices based upon the value of work completed, the work would be paid by agreed fixed instalments based upon a proportion of the contract sum to which VAT would then be added and retention deducted (unless an agreed change was instigated). See table below:

Interim Payment	Payment Date	Agreed proportion of contract sum	Monthly Proportion of Contract Sum	Gross Valuation	Retention @5%	Gross Amount Previously Certified	Certified Amount for Payment	VAT on payments	Monthly Client Payments
1	04/04/2014	1/6th	£22,500.00	£22,500.00	£1,125.00	£0.00	£21,375.00	£4,275.00	£25,650.00
2	04/05/2014	1/3rd	£45,000.00	£67,500.00	£3,375.00	£21,375.00	£42,750.00	£8,550.00	£51,300.00
3	04/06/2014	1/3rd	£45,000.00	£112,500.00	£5,625.00	£64,125.00	£42,750.00	£8,550.00	£51,300.00
4	04/07/2014	1/6th	£22,500.00	£135,000.00	£6,750.00	£106,875.00	£21,375.00	£4,275.00	£25,650.00
<i>Retention release</i>					£6,750.00			£1,350.00	£8,100.00
TOTALS			£135,000.00		£6,750.00		£128,250.00	£27,000.00	£162,000.00

As I indicated above, Mr Stirling did "Skype" me this morning after receiving the progress report and two bank statements. He was rather upset with those two bank statements but I could not find out any detail as the video call was cut short due to Information Technology problems.

The only thing I managed to catch from our very angry client was "If I don't get satisfaction I will write to the ARB". It is clear that the two account summaries (see the end of this memo) appear to have upset him so I'd like you to cast your eye over them and **advise me if anything appears odd**. You will need to refer to the summary table above, amongst other things. Clearly Account #5 appears to have run out of cash and Mr Stirling's anger maybe because he will have to provide further funds: both accounts will need checking as I believe there are mistakes to be found – **I need some clarity here**.

QUESTION 9 (cont.)

If you do feel something is wrong could you let me know what and if there is anything I should be concerned about. Please **prepare a draft email to recommend a course of action to make amends** for me to send to the client explaining the situation.

PERCHERON BANK LTD

Account Name: **GFY Architects Account GFY C/A #5**

Summary of All Transactions

Date	Payment Details	Money Out (£)	Money In (£)	Balance
22/03/2014	Account Opened			£0.00
01/04/2014	MR STIRLING		£162,000.00	£162,000.00
04/04/2014	Pegg & Hole 1st Payment	£23,650.00		£138,350.00
04/04/2014	Retention 1st amount	£1,182.50		£137,167.50
16/04/2014	C O Lamb Ltd	£2,345.21		£134,822.29
01/05/2014	Interest		£280.88	£135,103.17
04/05/2014	Pegg & Hole 2nd Payment	£55,800.00		£79,303.17
04/05/2014	Retention 2nd amount	£2,790.00		£76,513.17
01/06/2014	Interest		£159.40	£76,672.57
21/06/2014	DVLA	£112.00		£76,560.57
04/06/2014	Pegg & Hole 3rd Payment	£51,003.00		£25,557.57
04/06/2014	Retention 3rd amount	£2,550.15		£23,007.42
01/07/2014	Interest		£47.93	£23,055.35
04/07/2014	Pegg & Hole 4th Payment	£25,650.00		-£2,594.65
04/07/2014	Penalty	£250.00		-£2,844.65
04/07/2014	Retention 4th amount	£1,282.50		-£4,127.15
01/08/2014	Penalty	£250.00	£0.00	-£4,377.15

QUESTION 9 (cont.)

PERCHERON BANK LTD

Account Name: **GFY Architects Account GFY C/A #6**

Summary of All Transactions

Date	Payment Details	Money Out (£)	Money In (£)	Balance
22/03/2014	Account Opened			
		£0.00	£0.00	£0.00
04/04/2014	Payment One			
		£0.00	£1,182.00	£1,182.00
01/05/2014	Interest			
			£2.46	£1,184.46
04/05/2014	Payment Two			
		£0.00	£2,790.00	£3,974.46
01/06/2014	Interest			
			£8.28	£3,982.74
04/06/2014	Payment Three			
		£0.00	£2,550.15	£6,532.89
01/07/2014	Interest			
			£13.61	£6,546.50
04/07/2014	Payment Four			
		£0.00	£1,282.50	£7,829.00
01/08/2014	Interest			
			£16.31	£7,845.31
	Pegg & Hole			
04/10/2014		£7,804.65		£40.66
04/10/2014	GFY Current Account	£40.66		£0.00

End of Question 9

QUESTION 10

Memo to Candidate

To: Candidate

From: Paul Moore

We have been asked to take over a commission from another architect for Warehouse Developments Ltd. By the sound of it the previous architect's are happy to be rid of it, the project seems to be in a bit of a mess. As a result I have been able to secure a really good fee for the project but the programme is really tight.

The client has sacked the whole design team and we have been drafted in to put a team in place to deliver the project.

The building is a warehouse conversion to provide bars, a nightclub and some retail on the ground floor together with the upper floors being a combination of a hotel and serviced apartment accommodation.

I have been given the current brief plus the CAD files for the project from the client for architectural, M & E and structural packages. This will save us some time. There is a Stage 1 Building Warrant in place which was for strip-out and structural alterations to the building this work package is about to finish in 4-weeks and the contractor is meant to seamlessly continue on into Stage 2 which is for the fit-out project.

I have been handed a schedule of points from building control from the architect's stage 2 submission and it runs to over 150 points. Some of them look fairly difficult to resolve easily. There are items requesting clarity on the accessibility of the scheme. The fire strategy seems non-existent, it looks like there are points querying the adequacy of number of stairs, compartmentation, etc. There appears to be issues in relation to noise between units, there appears to be particular concern about the noise breakout from the nightclub to outside and other tenants within the building. The services are not spared either, there are points relating to sprinkler provision, heating, ventilation and emergency lighting.

It is the longest schedule of points that I have ever seen. I phoned building control to talk to them about the list but they refused to speak to me about the application.

QUESTION 10 (cont.)

Could you write me a report outlining our required actions from here concentrating on the following issues:

- A. What are the key code of conduct and regulatory issues and who do we need to write to?
- B. What composition of design team should we look to bring together bearing in mind we want to bring this to a conclusion speedily?
- C. What advice could we give the client about this changeover process?
- D. What are our risks to consider?

Regards,

Paul

End of Question 10
End of Paper