

**THE EXAMINATION IN PROFESSIONAL PRACTICE &
MANAGEMENT: PART 3, 2016/17**

QUESTIONS for CANDIDATES
All questions should be attempted

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QUESTION 1

Write about **200 words** on the following:

- 1.1 Please list the options for creating an alliance with another architect for a project involving a large university development. What are the issues with each?
- 1.2 What insurance should a contractor and employer provide on a traditional contract where the works are to an existing listed terraced building? There is a Contractor Design Portion in the contract for structural steelwork.
- 1.3 How can architects' fees on a small domestic project be managed to ensure profitability?

*In writing answers to Q.1.1 to Q.1.3 candidates should **not** simply copy and paste information from the Internet, but give answers in their own words. Copying and pasting information may be construed by examiners as plagiarism.*

End of Question 1

QUESTION 2

Dear Candidate,

I have received the attached letter from Mr Sailor, the client, which is self-explanatory.

He is clearly unhappy and I would like to avoid this escalating further if possible.

The issue of the stone flooring is something I was aware of and having reviewed the contract documentation I believe that we are culpable here as it does seem like a mistake. Unfortunately, the project architect is no longer with us so I cannot ask him for the background.

Given that he is talking about a relatively small sum and below our policy excess I wonder if we should try and settle this without notifying our insurers. I don't want our premiums affected as they already cost us a lot of money.

I am concerned though about whether we should admit liability. Our insurer would probably advise us not to, but we have other professional and ethical responsibilities to consider.

Could you advise me of the following:

Do you think we should notify our insurers?

What would be the potential drawback if we decided not to notify them?

What do you think the considerations are in terms of an admission of liability?

What would you suggest our immediate course of action should be?

Thanks

John

QUESTION 2 (cont.)

Mr & Mrs Sailor
Hammer House
Cityburb
CB12 3EA

13th November 2016

For the attention of John Young,
GFY Architects,
Geddes House,
1 Union Street,
CITYBURGH,
CB1 9RW

Dear Sirs,

Hammer House Rear Extension

Following my round the world sailing trip I was very much looking forward to enjoying my extended home.

Unfortunately, that has been spoiled by the condition of the beautiful stone flooring in the living room which extends out onto the terrace. No sealer for the stone was specified, and as a result the stone is badly stained round the perimeter of the stones from the specified grouting and various other stains which occurred during the construction period and since occupation.

Despite it being on your snagging list to be cleaned this has been done by Billy Beetle to little or no effect. I have spoken to a stone specialist and he advised me that there is no way to return the stone to its original condition as foreign material has become ingrained within the stone as it is porous as you should have known. The only alternative is to remove and replace the stone and install it properly with the appropriate sealer.

Mr Beetle, who is about to retire, has completed the snagging list and has advised me that he did recommend to your practice that a sealer should be used but you chose not to take his advice. I have also heard some other things about your practice and conduct during the project which has left me concerned.

I have procured three prices for the supply and installation of the replacement flooring: the cheapest of which is £8,200 ex VAT.

As you know I entrusted this project entirely to your professionalism while my wife and I were away and now feel very let down by your company. As a minimum I expect you to pay for the new flooring in its entirety. If I do not get satisfaction from you within 14 days I must tell you that I am considering instructing my solicitors to raise an action against you. I may also make a complaint to the ARB.

QUESTION 2 (cont.)

If we can get this settled amicably and quickly I will take it no further. On the whole I do love my extended house.

Yours Sincerely

John Sailor

End of Question 2

QUESTION 3

Memo:

To: Candidate

From: Paul Moore

We have just been instructed as Architects and Principal Designers by Cool Care Providers Ltd to pick up where we left off and complete and carry out this project. It stopped in December 2013 having reached Stage 3 Developed Design. Planning permission has been approved and building warrant was about to be submitted. We were paid 40% of our fee at the time when the project was stopped.

We were not Principal Designers originally, Krafty CDM were the appointed CDM Co-ordinators. They have now gone out of business and since then, the CDM 2015 Regulations have come into force.

The Managing Director of Cool Care, Charlie Chekov, who is well clued up on Health and Safety, having worked as a Health & Safety professional, has suggested that we need to take on this role now as the architect is best placed to cover the role. I have looked back in the files and can find no correspondence from Krafty and no evidence of them having done anything. Charlie has suggested that the CDM regulations have been re-written to streamline the process and reduce unnecessary paperwork and red tape, avoiding the need for pointless repetitive risk assessments. It sounds like there is less work involved for us on a practical level in relation to CDM now. This seems to fly in the face of the lunchtime CPD we had from Cityburgh which suggested that it was business as usual.

However, it does concern me about the level of engineering in the project and whether we are competent to be Principal Designer. John Young would normally be the man we would rely on for this. I am also considering whether it is appropriate to sub-contract the role to a specialist like Cityburgh CDM but present the documentation as our own.

I would like you to address the following issues;

What should Krafty have done in the previous work stages that we should pick up on now?

How competent is GFY to take on the Principal Designer role? What is your view on GFY taking on this role?

QUESTION 3 (cont.)

If GFY takes on the role of Principal Designer what percentage fee should be charged? Provide reasons for your calculation.

What are the issues we will face if we sub-contract the work?

Regards

Paul

End of Question 3

QUESTION 4

Email from John Young:

Subject: **MHA: EDMURE GARDENS.**
Date: **22/11/16 08:26:13 GMT**
From: jyoung@gfy-arch.co.uk
To: candidate@gfy-arch.co.uk
CC: mgorst@gfy-arch.co.uk

Good Morning Candidate,

9711: MHA: EDMURE GARDENS.

'Forwarding emails from BHA and Trant Construction.' Looks like Trant are very unhappy about the deduction of LDs.

Client is also unhappy about the bad feeling resulting from this and is asking us to review our EoT decision. However, I recall that we did consider this properly and I am confident that we came to a sound conclusion.

Please can you provide me with a draft letter to BHA, explaining the contractual position on:

- i. being required to review our EoT decision;
- ii. being able to review the EoT after Practical Completion;
- iii. what the position is now that the Final Certificate has been issued and
- iv. suggesting possible means of conciliation with Trant.

Regards,

John.

John Young B.Arch, RIAS, LL.M.
GFY Architects

QUESTION 4 (cont.)

Email from Balon Housing Association:

Subject: **EDMURE GARDENS.**
Date: **21/11/16 17:06:55 GMT**
From: mtyrell@balonha.co.uk
To: jyoung@gfy-arch.co.uk
CC:

Hi John,

EDMURE GARDENS

I received an email from Trant Construction yesterday, see below. They are asking us to put pressure on you to change your decision on their EoT and L&E claim. I don't want this project to end with lingering resentment, as we will probably be using Trant on the forthcoming Blackwater project. What can you do to review this and improve the outcome?

Regards,

Marj.

M. Tyrell,
Balon Housing Association

QUESTION 4 (cont.)

Email from Trant Construction:

Subject: **EDMURE GARDENS.**
Date: **20/11/16 06:57:18 GMT**
From: m.trant@trant_construction.co.uk
To: mtyrell@balonha.co.uk
CC:

Hello Marj,

FLATS DEVELOPMENT, EDMURE GARDENS

I trust that you are well and that things are going fine at Balon.
Do you know when the outcome of the Blackwater tendering will be announced and if Trant are in the running?

Regarding Edmure I am disappointed by your Pay-Less Notice and the deduction of £12,000 LDs and, as you know, we were very unhappy about the architect's decision to not award EoT or L&E. The delays were not our fault, but caused by our utilities subcontractor. We feel that the architect is being totally unfair. Is there anything you can do to have the decision reversed?

Yours,

Mervyn.

M. Trant MCIOB,
Trant Construction Ltd.

End of Question 4

QUESTION 5

Memo

To: Candidate
From: Paul Moore
Date: 22/11/16 9:05

Dear Candidate,

As you know Hazel Jones has been dealing with the church conversion with me. Hazel is currently on holiday and I have just received an email from the contractor and one from the client. Could you look over these and advise where you think we stand: I need some clarity here?

I need a memo from you covering all the salient issues as you see them.

In addition, please prepare a letter to both the contractor and client, but send me a draft before issuing.

Paul

QUESTION 5 (cont.)

Email

From: Hammer & Nail Construction; Mike Jones, Contract Manager
Sent: 22 November 2016 08:36
To: Hazel Jones, Project Architect
CC: Paul Moore, Partner in Charge
Subject: Conversion of St John-on-the-Hill to flats: Non-Payment of Interim Certificate #4

Hazel

As principal contractor for the above development I write expressing my concern over the failure of our client to pay after sixteen days past the due date following receipt of your Interim Certificate #4 which was received seven days late. This is placing us in a very tricky situation indeed. As you know IC #2 had a Pay Less notice applied reducing the amount by over 20% and which we are disputing separately.

Regrettably we must serve notice under clause 8.9.1.1 that we regard Detox Developments to be in default due to non-payment of monies due. A formal written copy of this notice is being prepared and will be issued by post tonight.

Can you please press the client to release the funds immediately?

Yours sincerely

Mike Jones
Contracts Director
Hammer and Nail Construction

QUESTION 5 (cont.)

Email

From: Detox Developments, Tracy Proust, Development Director
Sent: 22 November 2016 08:53
To: Hazel Jones, Project Architect
CC: Paul Moore, Partner in Charge
Subject: Conversion of St John-on-the-Hill to flats: Valuation Items

Hazel,

I hope I've managed to catch you before your annual leave, I hear the Licancabur volcano on the border of Bolivia and Chile is very nice this time of year.

I have a number of concerns. I have just visited the site with our letting agent and was quite shocked to find that the show flat, whilst almost ready for viewing, has completely the wrong tiles installed. The colour we verbally agreed on site with Hammer and Nail was lime green not the vibrant avocado on site. I think we need to knock off say £8600 off the next valuation and condemn the work and get Detox to remove the tiles. Why didn't you spot this?

Also the quality of the workmanship on the finished joinery items is awful. I can see the grain through the paint and the edges are rough and uneven. If the work is this bad why did you include it in the last interim certificate?

Also regardless of what the QS says in the next valuation, can you just let it be reduced by 20% across the board as I think Hammer & Nail Construction need a bit of a shock to perform better, don't you agree?

Lastly, can we change the valuation dates to every two weeks so we can keep a closer eye on things?

All the best

Tracy Proust

End of Question 5

QUESTION 6

Dear Candidate,

As you know Miriam has been ill for a few months now as a result has only been working part time. As you have already heard she has told us that she wishes to retire from the practice much earlier than she expected. This has come as a surprise to us as Miriam had stated that she had wanted to work until she was seventy and we have not implemented any strong succession plans. You may not have known but we have been considering the structure of our business for some time now. One of these options is to encourage our staff to buy into the practice giving them the opportunity of sharing in the company profit.

I know that you worked in an office that has some form of shared ownership among the staff and would like you do prepare a short report into the following:

- In simple terms how we would go about valuing the practice?
- What are the pros and cons to the directors and staff for increased staff ownership of shares?
- Again, in very simple terms, what are the options for transferring the shares in our practice to some or all of the staff? Which of these do you think would be most suitable for GYY?
- How would the practice go about making a decision on this matter?

Regards

Paul

End of Question 6

QUESTION 7

Memo

To: Candidate

From: John Young

Just checking emails after getting in late from the Building Forum lunch – excellent do!

I notice that the BCO for the school project is claiming that our stairs are too narrow. I think this is ridiculous – they seem fine to me. They are the same width as the ones in the College building we finished last year, which is pretty much the same size.

If he won't see sense I suppose we will have to get the contractor to submit a change notice to the client and come up with a re-design to put an additional stair in. Shouldn't be too hard, but we don't want our contractor doing something without us being involved. I would expect the client to pay for all this. After all, we simply took the dimensions for the stairs from his architect's drawings, so it is their mistake. The glass issue will be exactly the same.

And another thing. I have a letter on my desk from the planning department to the original architect asking for amendments to the scheme before they will recommend that non-material variation be agreed. Apparently they always asked for a natural stone surround to the main entrance and have had this noted to them by the client's architects more than once. I remember we were not allowed to talk to them during tender so this is another surprise.

This Design and Build process seems flawed to me. Could you draft a note on the contractual situation for all of the above, expressly commenting on the glass areas, stairs and stone. I feel the whole office needs to learn from this experience as we seem to be more and more involved in problems.

In your note could you also comment on the effects on this sort of issue if we had been the original design team and had been novated?

End of Question 7

QUESTION 8

Memo

To: Candidate
From: John Young
Date: 22/11/16 13:48

Dear Candidate,

GFY are being asked to provide a fixed lump sum fee to provide the contractor with a service to develop the scheme design to building warrant and prepare construction information in separate elemental building packages for each of the retail warehouse and the supporting office/amenity block, see the attached extract from the appointment outlining the services required of us. The designs for both are very rudimentary and best described as typical retail and office park type.

- 1) YRC have requested that we submit the building regulations approval information as a staged warrant for both building components simultaneously and then deliver the technical construction information for each of the retail warehouse and the supporting office/amenity block separately. They require the information “split elementally” to allow them to let their sub-contractor and supplier packages separately, asking we “largely follow the typical building sequence”, issuing the information in that order when completed to allow a staggered information release, leaving the interpretation of package content to our professional experience.

They advise we have up to 60 working days to produce the retail warehouse information and up to 46 days to deliver the office information. Furthermore, their initial need is for the retail warehouse information first and are content that the final delivery of the office information can follow 20 working days later, although that suggests simultaneous working for a period by our office on both aspects of the project.

Can you therefore produce **a detailed programme of elemental information package delivery** for both of the buildings and **calculate a fee for the work?** I consider that we may need 3, 4 or 5 members of staff on this, and perhaps you can illustrate each taking responsibility for each of the packages under my direction. Remember we are in competition on this so we need to finely balance this fee.

- 2) The contractor has also asked if we would consider, in lieu of fees, applying Equity Shares instead. I've never come across this before and therefore I would welcome your views on this and the potential and risks of such an arrangement.

QUESTION 8 (cont.)

- 3) Lastly, although we have carried out a check on the previous architect's information, we have not done the same on the contractor. Is the contractor client trust worthy? How do we check?

Attached:

- I. Extract from draft appointment document detailing Stage 4 activities.

1. Extract from draft appointment document detailing Stage 4 activities

Schedule of Services

Referred to in the foregoing Memorandum of Agreement between the said Client and the said Architect.

- 2.19—Consult with statutory undertakers
- 2.20—Prepare an application for full planning permission
- 2.21—Prepare appropriate Health and Safety Risk Assessments
- 2.22—Submit a scheme design showing spatial arrangements, materials and appearance, together with a cost estimate, for the Client's approval
- 2.23—Submit an application for full planning permission

Stage 4: Technical Design

- 2.24 Develop a technical design from approved scheme design in co-ordination with other design team members and proposed specialist sub-contractors.
- 2.25 Provide information to others for their revision of cost estimate.
- 2.26 Assist the Project Lead to generate a maintenance and access strategy.
- 2.27 Consult with building control authorities on developed design proposals.
- 2.28 Consult with fire authorities on developed design proposals.
- 2.29 Prepare applications for approvals under building acts and/or regulations and other statutory requirements.

- 2.30 Apply for approvals under building acts and/or regulations and other statutory requirements.
- 2.31 Assist the Project Lead to obtain the Client's approval of the type of construction, quality of materials and standard of workmanship.
- 2.32 Pass relevant information to the Principal Designer (where not the Architect) to assist in the Principal Contractor's preparation of a construction phase plan in compliance with CDM regulation 12.
- 2.33 Prepare production drawings, or design drawings sufficient to enable the Client or the Client's specialist sub-contractors to prepare production drawings as required by the building contract.
- 2.34 Prepare specification.
- 2.35 Provide information for the preparation of schedules of rates and/or quantities and/or schedules of works for tendering purposes.
- 2.36 Co-ordinate production information among the Consultants.
- 2.37 Where appropriate, review and comment on general compliance with the Consultant's design intent of the Client's or any of the Client's specialist sub-contractors' production drawings.

- 2.38 Assist the Client as may be reasonably required with enquiries from or negotiations with the Employer.
- 2.39 Assist the Client to generate a handover strategy.

Stage 5: Construction

- 2.40—Visit the site as agreed with the Client in accordance with clause 2.1.3 of the Conditions of Appointment to review the Client's general compliance with the Consultant's design intent as progress of the Works and report to the Client accordingly.

Stage 6: Handover and Close Out

- 2.41—Pass relevant information to the Principal Designer (where not the Architect) for incorporation in the Health and Safety File
- 2.42—Provide Final Construction Issue architectural drawings and specifications for the building appropriate for the Health and Safety File and general maintenance.
- 2.43—Assist the Client in the compilation of maintenance and operational manuals as may be specified in the Building Contract.

3. Other Services for which additional fees are included in the fee agreement:

Cost Advice

- 3.01—Prepare an approximation of construction cost of the approved concept design
- 3.02—Prepare cost estimate of approved scheme design
- 3.03—Revise cost estimate of the approved technical design
- 3.04—Prepare schedule of rates and/or quantities and/or schedule of works for tendering purpose
- 3.05—Prepare pre-tender cost estimate based on tender documentation
- 3.06—Negotiate a price with a specialist or sub-contractor
- 3.07—Prepare financial reports for the Client
- 3.08—Prepare valuations of work carried out and completed.

Statutory/other parties

- 3.09—Conduct exceptional negotiations with planning authorities
- 3.10—Arrange for specialist advice in connection with planning or other statutory requirements
- 3.11—Make revisions to detailed proposals to meet requirements of planning authorities.
- 3.12—Negotiate if necessary over building acts and/or regulations and other statutory requirements and revise documentation.

- 3.13—Submit plans for proposed building works for approval of landlords, funders, freeholders, tenants or others as requested by the Client.

Design Skills

- 3.14—Provide interior design services
- 3.15—Advice on the selection of furniture and fittings
- 3.16—Design furniture and fittings
- 3.17—Provide landscape design services
- 3.18—Provide model-making and/or photographic services
- 3.19—Provide specialist services in connection with energy conservation and carbon emissions
- 3.20—Arrange/co-ordinate electronic document management systems
- 3.21—Approve/prepare systems/software for data transfer

Consultancy Services

- 3.22—Provide information in connection with local authority, government and other grants
- 3.23—Make applications for local authority, government and other grants
- 3.24—Conduct negotiations for local authority, government and other grants
- 3.25—Provide services in connection with party wall negotiations

- 3.26—Provide specialist advice on energy conservation and carbon emissions in new or existing buildings
- 3.27—Provide services in connection with environmental studies
- 3.28—Provide specialist advice on acoustics
- 3.29—Provide specialist advice on airtightness/permeability
- 3.30—Provide fire engineering consultancy services

Buildings/Sites

- 3.31—Advise on the suitability and selection of sites
- 3.32—Make measured surveys, take levels and prepare plans of sites
- 3.33—Arrange for investigations of soil conditions of sites
- 3.34—Advise on the suitability and selection of buildings
- 3.35—Make measured surveys and prepare drawings of existing buildings
- 3.36—Inspect and prepare report and schedule of condition of existing buildings
- 3.37—Inspect and prepare report and schedule of dilapidations
- 3.38—Prepare, submit, negotiate claims following damage by fire and other causes

Services not required must be struck out.

End of Question 8

QUESTION 9

Memo

To: Candidate

From: Paul Moore

Dear Candidate,

I took a phone call this afternoon from Mr Gray at Waterburgh Community Trust. The Trust has a purchase option on a local site that contains a vacant listed former library building. The Community Trust wish to appoint GFY to carry out a feasibility study incorporating an options appraisal to establish the preferred option for the redevelopment of the site to suit local community needs and aspirations.

The outputs of the feasibility study will be used for making grant applications for project funding – therefore a sound business plan will need to be developed in tandem with the appraisal. The Trust is also keen to look at potential revenue generation options in order that the business case is as robust as possible. The Community Trust has in the region of £10,000 to cover professional fees.

The Trust has requested a lump sum fee quote and an accompanying methodology for carrying out the study. They have also stated that due to the purchase option timescales the study needs to be complete within a six week period. Mr Gray has also confirmed that they can appoint us direct and do not need to seek competitive tenders.

I am on holiday this week. In my absence, could you please formulate your initial thoughts as to how we might pull together a response? Do we need to draft in any other help with this? We can review on my return and then respond to Mr Gray.

Thanks,

Paul

End of Question 9

QUESTION 10

Email from John

Subject: W. WALKER: NEW HOUSE.
Date: 22/11/16 08:46:51 GMT
From: jyoung@gfy-arch.co.uk
To: candidate@gfy-arch.co.uk
CC:

Hi Candidate,

1422: NEW HOUSE FOR MR & MRS WALKER.

As you are aware, we have suspended services on this job pending payment of our overdue fee account. However, Mr Walker is still adamant that he's not paying.

I have just received an email from Wall Construction, requesting an AI for expenditure of the Provisional Sum for appointment of the M&E Subcontractor. They say that without this, work on site will now come to a complete halt. I think they're still smarting over the non EoT. This really would jeopardise the Date for Completion. The Walkers are still annoyed about the delay in issuing the Contract Drawings back in October.

Bit of a log-jam here.

- What are the contractual implications of our withholding the AI?
- What do you think the Walkers might do next?
- Who do you think is right or wrong here?
- What are the risks to each party if this continues?
- What can we do to unlock this?

We need to deal with this with some urgency.

John Young B.Arch, RIAS, LLM.
GFY Architects

End of Question 10
END OF PAPER