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ARCHITECTS' PROFESSIONAL EXAMINATION AUTHORITY IN SCOTLAND Ltd.

**THE EXAMINATION IN PROFESSIONAL PRACTICE &
MANAGEMENT: PART 3, 2018/19**

QUESTIONS for CANDIDATES

All questions should be attempted

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QUESTION 1

Write up to **200 words** on each of the following questions:

- 1.1 When faced with accepting a collateral warranty for a speculative office development what issues should the architect be concerned about?
- 1.2 GFY is a Limited Liability Partnership (LLP) having once been a Partnership. What liability has been limited by making this change and how does it affect each member/partner? Please suggest a scenario where the difference between the two would be relevant.
- 1.3 What is the legal obligation and statutory position when considering barrier free access enhancements to a listed building?

*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

Memo:

To: Candidate

From: Paul Moore

As you know Miriam has had to take enforced leave due to ill health. We have received a letter this morning from Mrs Walberswick – see attached.

I'm obviously concerned.

As you have been running the project, and in Miriam's absence, can you look into this for me and give me your assessment of the potential issues and how we should respond to the client?

I've checked with Roberta and she is following the fee projections originally set out by Miriam.

We clearly need to tighten up on our financial management of our smaller projects – can you make some suggestions?

Thanks

Paul

QUESTION 2 (cont.)

Dear Miriam,

I have just received your latest invoice (Invoice 4. Principal Designer duties. Completion of Pre-construction Health and Safety Information - Total fee £950 ex VAT). This prompted me to contact my accountant to look into the overall fee position. I have to say that I'm somewhat perplexed and have completely lost confidence that I am paying the correct amounts.

Last time we discussed matters we were still awaiting approval of the building warrant and I had not signed off on the detailed design. Also, I thought that you were paying the quantity surveyor?

I had budgeted for a fee expenditure of £16,200 ex VAT (all as per your appointment letter) and by my accountant's calculation I have already paid £20,378 ex VAT.

My accountant has provided me a statement of all fee paid to date:

GFY

Invoice1

Completion of Stage 2 Concept Design. Total design team fee £5,400. Expenses £450

Total £5,850 ex VAT.

Invoice 2

Completion of Stage 3 Developed Design and submission of Building Warrant. Total design team fee £5,400. Expenses £478

Total £5,878 ex VAT.

Invoice 3

Completion of Stage 4 Technical Design. Total design team fee £6,400. Expenses £390.

Total £6,790 ex VAT.

QUESTION 2 (cont.)

Manners Surveyors

Provision of Stage 3 feasibility cost plan £2,250.

Total fee £2,250 ex VAT

You will also remember that my accountant informed me that as the house has been vacant for a number of years that I would benefit from an overall VAT reduction, so why have I paid 20% VAT on all your invoices?

Can you please respond and sort all this out. I'll not be paying your latest invoice until this is resolved. I will also be charging you for my accountant's time on this.

Lastly, the Invoice from Manners Surveyors included a copy of their Stage 3 Feasibility Cost Plan stating an overall construction figure of £225,000. This is the first time that I have seen this document, may I remind you that my budget remains at £150,000. Is this going to be a problem?

Best,

Mrs M. Walberswick.

End of Question 2

QUESTION 3

Dear Candidate,

As you know we are in the middle of a feasibility exercise for a new private physiotherapy and cosmetic surgery clinic for Beautiful Investments. The client is from overseas but has registered offices in Cityburgh. We thought we had persuaded them to use the RIAS Standard Conditions of Appointment (SCA). However, they have decided to issue the attached Addendum to this SCA and have asked that we sign and return.

Can you have a look at this Addendum and make some quick comments. As you are going through your extensive Part Three preparation I thought that you may have a few unique insights. I do not need you to suggest revised wording for any clauses, just your thoughts and reasoning.

What should I do with this document?

It is clear that the client believes that the RIAS SCA is insufficient to protect their interests. Do you think this is the case and if not why?

Best Regards,

John Young

QUESTION 3 (cont.)

SUPPLEMENTAL AGREEMENT (“Addendum”)

relating to amendments to Memorandum of Agreement dated 16th November, 2018

This supplemental agreement is dated 16th November 2018 and made between:

- 1 Beautiful Investments, a company incorporated in Scotland whose registered office is at Office 8, Crooked Business Park, Thornybrae, Cityburgh (the "**Company**"); and
- 2 GFY Limited, a company incorporated in Scotland with registered office is at 1 Union Street, Cityburgh, CB19RW (the "**Architect**").

Background

- (A) Company and Architect decided to amend Memorandum of Agreement dated 16th of November 2018 (“**Memorandum**”) which the parties have made pursuant to Scottish Conditions of Appointment of an Architect (SCA/2018) for the new physiotherapy and cosmetic surgery clinic with a shared reception to be built in Shady Business Park, Cityburgh (“**Project**”);
- (B) In consideration of the company executing the Memorandum and recognising that the Company is relying thereon, by executing this Addendum, makes the following express representations and warranties to Company:
 - (a) Architect shall prepare all documents and things required by Memorandum and this Addendum including, but not limited to, all reports, drawings, plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations; and
- (C) This Addendum amends, restates, supersedes, and replaces where appropriate the Memorandum, and from and after the date hereof, the terms and provisions of the Memorandum shall be superseded by the terms and provisions of this Addendum.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this Addendum, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

“**Contract**” means the contract hereunder (including this Addendum and Memorandum);

QUESTION 3 (cont.)

“Deliverables” means all papers, documents, works of authorship, documents and materials in whatever medium or format (including those in electronic format), developed, written, prepared, produced or created by the Architect, its employees, agents or sub-contractors (whether individually or jointly with the Company) in the course of performing the Services, including but without limitation, all advice, summary notes, reports, (including draft and final reports and executive summaries), studies, plans, recommendations, programs, information papers, research findings, data, diagrams, charts, photographs, drawings and specifications;

“Service Fee” means the consideration payable to the Architect for the performance of the Services hereunder, being a lump sum specified in Clause 3.1. of this Addendum;

“Services” The Services to be provided by the Architect to Company as specified in the Schedule of Services of the Memorandum as varied pursuant to this Addendum.

2 Scope of Services

- 2.1 The Company has retained Architect to provide full architectural design and related services for a new, purpose-built physiotherapy and cosmetic surgery clinic with shared reception to be built in Shady Business Park, Cityburgh, on a land plot, which will be bought by the Company.
- 2.2 The Architect represents and warrants to the Company that:
 - 2.2.1 Architect is satisfied with the amount of information about the chosen land site for the Project;
 - 2.2.2 The chosen land site is suitable for the Project and there is no need for additional surveys or investigation to be performed before making a decision by the Company to buy the land;
 - 2.2.3 the agreed scope and amount of the Services include all necessary parts and tasks to produce the required Deliverables, which Company will have to supply to a main contractor to have the building built (including landscape around) on a “turn key” basis;
 - 2.2.4 the agreed scope and amount of the Services include all necessary parts and tasks to oversee and control main contractor during the building/fit-out process in order to deliver high quality building to a Company on a “turn key” basis;
 - 2.2.5 further, for the avoidance of doubt Architect shall ensure planning consent and building warrant approval in accordance with Design Programme;

QUESTION 3 (cont.)

3 Service Fee

3.1 The Service Fee shall be in the form of a lump sum price shall be equal to a total gross amount of £214,500. The Contract shall be on the basis of a fixed price. The price shall remain "fixed" for the period of the overall Project execution.

3.2 The final date for payment of each fee instalment shall be 90 days after the invoice for the fee has been issued by the Consultant

4 Timeline

4.1 Time is of the essence in the performance of this Contract. Architect has provided Company with a proposed schedule for performance by Architect hereunder ("**Design Programme**"), which shall include allowance for adequate time for Company's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Programme is attached hereto and forms an integral part of this Addendum. Architect shall not, except for good cause, exceed the Design Programme. Should Architect, at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Programme, it shall immediately notify Company. In such notice, Architect shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay.

IN WITNESS of which Company and Architect have, by their duly authorized representatives, respectively entered into this Supplemental Agreement on the date first above written.

SIGNED BY

SIGNED BY

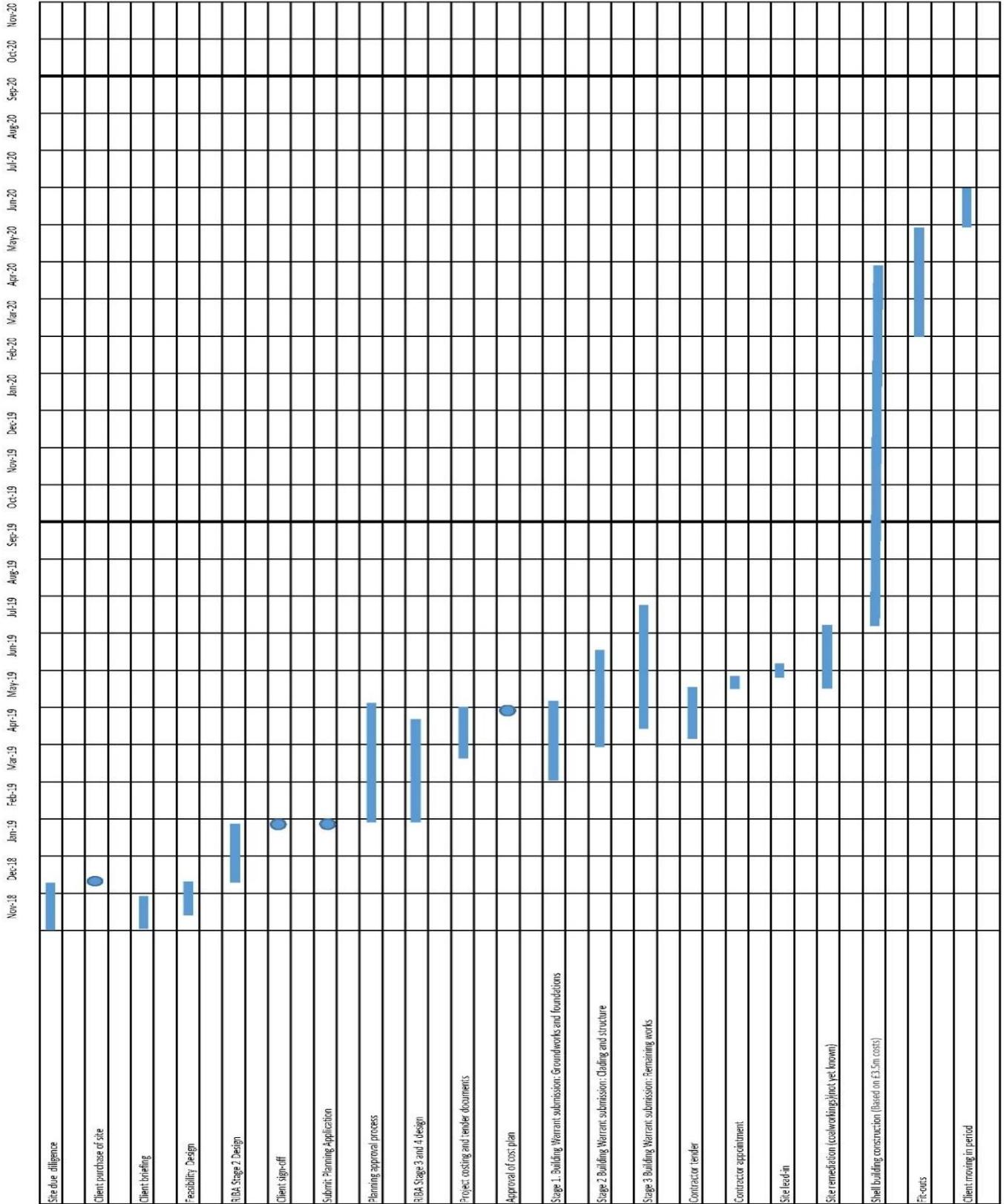
for and on behalf of
GFY LLP

for and on behalf of
**BEAUTIFUL INVESTMENTS
LIMITED**

QUESTION 3 (cont.)

DESIGN PROGRAMME

Beautiful investments Limited - Physiotherapy and Cosmetic Surgery Clinic



End of Question 3

QUESTION 4

Email from John Young:

Subject: J. Mormont: Extension to House

Date: 27/11/18 08:47:52 GM

From: jyoung@gfy-arch.co.uk

To: candidate@gfy-arch.co.uk

CC:

Good Morning Candidate,

1742: HOUSE EXTENSION FOR MR & MRS J. MORMONT

We have now received 3 tenders for this job. All of the tenderers were selected due to their track record of reliability & quality and all three seem to be available to start, so looks like it just comes down to price.

Please can you check and assess the tenders, highlighting any anomalies, and suggest what we should do about these.

Please then evaluate the tenders and reach a conclusion as to which one is lowest. All three have a range of different exclusions or qualifications to watch out for. Also, what should we do about ABC's qualifications nos. 3 and 4? I look forward to your report by Thursday morning.

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

QUESTION 4 (cont.)

ABC

ABC Building Contractors,
Unit 2, Cityburgh Industrial
Estate, Westfield Road,
Cityburgh. CB3 2AB

T: 01234 740888
F: 01234 74088
E: enquiries@ABCbuilders.co.uk

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

23 November 2018

Dear Sirs,

MR & MRS MORMONT: EXTENSION TO HOUSE

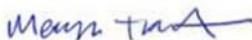
Thanks for providing us with the opportunity to tender for the above.
Please find attached our priced schedule of elements. Our tender amounts to
£294,837, (two hundred and ninety four thousand eight hundred and thirty seven
pounds sterling) including VAT.

Please also note the following qualifications:

1. We have included for an alternative downlighter to the type you specified.
This results in a cost reduction of £960 incl. VAT.
2. We have included for an upgrade in the timberframe kit insulation above your
specification, resulting in additional cost of £2,200 incl. VAT.
3. We note that the Contract Period stated in the Contract Particulars is 26
weeks, however, we would probably manage to achieve completion in 18
weeks.
4. We do not agree to the rate of £500 per week on Clause 2.9.

We trust that you find our tender to be attractive and look forward to hearing from
you.

Yours faithfully,



M. Trant, Commercial Manager,
For ABC Building Contractors.

QUESTION 4 (cont.)

HOUSE EXTENSION FOR MR & MRS J. MORMONT.

TENDERER: ABC BUILDING CONTRACTORS

TENDER SUMMARY:

1.00	General/Prelims.	£	<u>34,000</u>
2.00	Demolitions & Site Clearance.	£	<u>3,940</u>
3.00	Excavations & Substructure	£	<u>20,198</u>
4.00	Timber-Framed Superstructure	£	<u>68,308</u>
5.00	External Doors, Windows & Joinery	£	<u>5,250</u>
6.00	Roofing	£	<u>16,153</u>
7.00	Internal Joinerywork	£	<u>10,250</u>
	Allow Provisional Sum for supply of Kitchen:	£	<u>15,000</u>
8.00	Blockwork Superstructure	£	<u>23,325</u>
9.00	Drainage	£	<u>9,606</u>
10.00	Plumberwork & Heating	£	<u>28,454</u>
	Allow Provisional Sum for supply of Sanware:	£	<u>12,000</u>
11.00	Electrical Installation	£	<u>6,395</u>
12.00	Cement Rendering	£	<u>3,965</u>
13.00	Metalwork (none)	£	<u>—</u>
14.00	Painterwork	£	<u>8,170</u>
15.00	Tilerwork	£	<u>1,412</u>
	Allow Provisional Sum for supply of tiles:	£	<u>1,500</u>
16.00	External Works	£	<u>14,311</u>
17.00	Clearing Up	£	<u>800</u>
18.00	Completion	£	<u>1,800</u>
	Contingencies	£	<u>10,000</u>
	Tender Total	£	<u>294,837</u>

QUESTION 4 (cont.)

DEF

ABC Building Contractors,
DEF Joinery Services Ltd.
The Old Lumberyard, Woody
Way, Cityburgh. CB4 6CD.

T: 01234 74166
F: 01234 741777
E: info@DEFjoinery.co.uk

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

22 November 2018

Dear Sirs,

PROPOSED HOUSE EXTENSION, 22 VALERIA GROVE, CITYBURGH

We are pleased to enclose our priced schedule for the above amounting to £280,830, excluding VAT.

Our tender is based on the following qualifications:

1. Excludes excavating in rock.
2. Included for substructure blockwork heights shown on the drawings and SoW.
3. Excludes removal of greenhouse not mentioned in the SoW or drawings.
4. Excludes removal & disposal of tree stumps not mentioned in the SoW or drawings.
5. Excludes work to boundary drystone dykes not mentioned in the SoW.
6. Excludes chipboard flooring to attic, not mentioned in the SoW.
7. Includes for UPVC windows as per SoW and drawings.
8. Includes for electrical goods as per SoW and drawings.
9. Labour for additional works will be charged at £35/hour.

We hope that you find our tender to be of interest, but if you require any further clarifications, please let us know.

Yours faithfully,



M. Tyrell, Estimator,
DEF Joinery Services Ltd.

QUESTION 4 (cont.)

HOUSE EXTENSION FOR MR & MRS J. MORMONT.

TENDERER: DEF JOINERY SERVICES

TENDER SUMMARY:

1.00	General/Prelims.	<u>£</u>	<u>17,000</u>
2.00	Demolitions & Site Clearance.		<u>incl</u>
3.00	Excavations & Substructure	<u>£</u>	<u>27,000</u>
4.00	Timber-Framed Superstructure		<u> </u>
5.00	External Doors, Windows & Joinery	<u>£</u>	<u>76,500</u>
6.00	Roofing	<u>£</u>	<u>14,800</u>
7.00	Internal Joinerywork		<u>Incl. in 4.00+5.00</u>
	Allow Provisional Sum for supply of Kitchen:	<u>£</u>	<u>15,000</u>
8.00	Blockwork Superstructure	<u>£</u>	<u>18,500</u>
9.00	Drainage	<u>£</u>	<u>16,000</u>
10.00	Plumberwork & Heating	<u>£</u>	<u>27,300</u>
	Allow Provisional Sum for supply of Sanware:	<u>£</u>	<u>12,000</u>
11.00	Electrical Installation	<u>£</u>	<u>5,300</u>
12.00	Cement Rendering	<u>£</u>	<u>4,750</u>
13.00	Metalwork (none)		<u>-</u>
14.00	Painterwork	<u>£</u>	<u>6,900</u>
15.00	Tilerwork	<u>£</u>	<u>1,980</u>
	Allow Provisional Sum for supply of tiles:	<u>£</u>	<u>1,500</u>
16.00	External Works	<u>£</u>	<u>23,900</u>
17.00	Clearing Up	<u>£</u>	<u>1,200</u>
18.00	Completion	<u>£</u>	<u>1,200</u>
	Contingencies	<u>£</u>	<u>10,000</u>
	Tender Total	<u>£</u>	<u>280,830</u>

QUESTION 4 (cont.)

GHI

GHI Building Services Ltd.
Shed 7, Eastvale Sidings,
Cityburgh. CB5 7BS.

T: 01234 742100
F: 01234 742101
E: sales@GHIlbuildingservices.co.uk

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

21 November 2018

Dear Sirs,

PROPOSED EXTENSION TO 22 VALERIA GROVE, CITYBURGH

Please find enclosed our completed pricing schedule for the project, totalling £228,600, (two hundred and twenty eight thousand, six hundred pounds) excluding VAT.

Assuring you of our best endeavours should our tender be successful.

Yours faithfully,



E. Stark, MCIQB,
GHI Building Services Ltd

QUESTION 4 (cont.)

HOUSE EXTENSION FOR MR & MRS J. MORMONT.

TENDERER: GHI BUILDING SERVICES

TENDER SUMMARY:

1.00	General/Prelims.	£	<u>12,200</u>	
2.00	Demolitions & Site Clearance.		<u>Incl.</u>	
3.00	Excavations & Substructure	£	<u>23,301</u>	
4.00	Timber-Framed Superstructure	£	<u>45,000</u>	
5.00	External Doors, Windows & Joinery	£	<u>5,780</u>	
6.00	Roofing	£	<u>16,153</u>	
7.00	Internal Joinerywork	£	<u>20,884</u>	
	Allow Provisional Sum for supply of Kitchen: FROM DENBANK KITCHENS	£	<u>9,980</u>	<u>15,000</u>
8.00	Blockwork Superstructure incl. RENDER	£	<u>35,568</u>	
9.00	Drainage	£	<u>8,475</u>	
10.00	Plumberwork & Heating	£	<u>24,500</u>	
	Allow Provisional Sum for supply of Sanware:	£	<u>12,000</u>	
11.00	Electrical Installation	£	<u>4,880</u>	
12.00	Cement Rendering		<u>Incl. in 8.00</u>	
13.00	Metalwork (none)		<u>✓</u>	
14.00	Painterwork (INCLUDES £1,200 SAVING FOR 2 COATS EMULSION INSTEAD OF 3 COATS)	£	<u>5,850</u>	
15.00	Tilerwork	£	<u>1,819</u>	
	Allow Provisional Sum for supply of tiles:	£	<u>1,500</u>	
16.00	External Works (INCLUDES £1,900 SAVING FOR PLAIN SLABS INSTEAD OF TEXTURED).	£	<u>11,580</u>	
17.00	Clearing Up	£	<u>450</u>	
18.00	Completion	£	<u>1,580</u>	
	PREMIUM FOR INSURANCE OF THE WORKS	£	<u>2,100</u>	
	Contingencies	£	<u>10,000</u>	NOT REQUIRED.
	Tender Total	£	<u><u>228,600</u></u>	

End of Question 4

QUESTION 5

Dear Candidate,

I just received a call from Build-It Builders who, as you know, have just started construction on our new primary school project. During their site clearance works this morning they have confirmed they have struck an electric cable on site. Fortunately, no-one has been harmed in this, however as you can imagine this is a very serious incident and Build-It are carrying out their own internal investigation into this.

When the Site Manager from Build-It was on the telephone he noted that they had followed the existing services drawings provided as part of the Pre-Construction Health & Safety Information. He said the electric cable was not shown on the drawings and that as this information had been provided by the Client and was likely to cause a delay to the works they would be seeking recourse from the Client. Apparently, the electric cable was located right in the middle of our building footprint. Build-It have now also informed the Health & Safety Executive of this and I can't imagine our Client will be very happy with this performance.

As you know the Client appointed GFY as Principal Designer on this project. I know the new CDM Regulations came into place back in 2015 and we have been using Plan Consult as our Principal Designer on this project. As such I'm concerned that if this information is incorrect and Build-It are looking to pursue our Client for any additional time and money associated with this, the Client in turn may come back to us as we are acting as Principal Designer, albeit this is a Sub-Consultant employed directly by us.

I know you have been doing a bit of work on the new CDM Regulations within the office and are more up to date with this than I am, therefore please could you review the following questions and set out your views in a Memo for me:

1. What do we, as Principal Designer, need to do with regards the provision of information in relation to existing services to comply with the CDM Regulations?
2. What do we, as Designers, need to do with regards existing services within our design?
3. What should the Principal Contractor have done prior to starting the excavations on site?
4. Is there a risk to GFY in sub-consulting the role of Principal Designer to Plan Consult?
5. Based on the above, do you think the Contractor could have a valid claim for an extension of time with regards the service strike?

Paul

End of Question 5

QUESTION 6

Dear Candidate,

The design for the Biochemistry Building for Cityburgh University is coming along very well – both Professor Farmer and the Estates Director seemed delighted at the Stage 2 presentation yesterday – thank you for your input.

Following the presentation they asked me to prepare a short paper on alternative procurement options for the project. They would like this to cover at least the following:

- Traditional with Contractor Designed Portions for areas/elements (possibly including clean rooms?) where specialist design is required
- Single Stage Design and Build with novation – tendered at Stage 3

As the Project Architect is away on holiday for a fortnight and the report is required just as she gets back, I wonder if you could help me out by drafting out some bullet point notes which I can then use as the basis for a report. Points I would think you need to cover might include:

- Overall likely impact on time/cost/quality
- The responsibility of design team(s) and contractor in each case for the various elements of design
- How coordination of elements designed by different parties would work in each and who would be responsible for it.
- How quality and contractor led design changes may be monitored and controlled in each case
- How easily cost may be monitored and controlled in each case
- How progress may be monitored and controlled in each case
- The information likely to be required from us for each type of tender
- How each may be affected by client design changes at a late stage (even during construction).
- Likely enthusiasm of contractors to tender for each

The University is aware, however, that following various well publicised incidents of major building failures over the last year or two, there is a need for public clients to do everything they can to ensure quality of construction. I am therefore considering suggesting an alternative:

- Design and Build – Design Team retained client side, contractor has own design team – tender on stage 4- info – say 80% construction information complete. *All* design responsibility to be taken by contractor who is expected to use the tender period to validate the information provided by our team.

QUESTION 6 (cont.)

The idea of this is to allow some latitude for change while ensuring that the client gets what they want.

I wouldn't expect you to do a full assessment of this last one, but if you could give me your initial reaction in terms of the effect it might have I'd be grateful.

Best Regards,

John Young

End of Question 6

QUESTION 7

Memo:

From: John Young

To: Candidate

Dear Candidate,

Please see the attached letter from the client.

Our original proposal was for a fee of 8% of £350,000 which was £28,000. The client cut our involvement back to warrant stage so we were only ever appointed to that stage which equates to 60% of the full fee, £16,800 and we have been paid that amount.

We used an SCA / 2018 to execute the above.

Please provide your notes on how we should respond to the letter. What fee should we propose and explain your rationale.

Regards

John

QUESTION 7 (cont.)

Kingsbridge Properties
Ringer Road
Cityburgh
CB2 4PY

20th November 2018
GFY Architects,
Geddes House,
1 Union Street,
CITYBURGH,
CB1 9RW

Dear John,

Zulu Hotels Fit-Out - Kingsbridge House

Now that Zulu are signed up I met their architect and I am less than impressed. I would not trust them with a bathroom conversion. Unfortunately, I am stuck with them as they are Zulu's preferred architect. The mechanical and electrical services are a contractor designed package. They have done this several times before and I am assured that their contractor has done 6 hotels for them, all on time and budget which I can scarcely believe.

As I am paying for the fit-out on the basis of securing a long lease, I refuse to give them responsibility as CA for the project, I want my own person at the helm and you have been excellent for me in the past.

I am planning to use their contractor to carry out both the landlord works and the tenant fit-out now to avoid conflict between contractors on site. Do you agree that is a good idea?

I assume we can just go back to your original proposal as you quoted £28,000 for a full Architect / PD/ CA service you will still be on site for the same length of time and will chair and minute meetings and issue certificates as normal?

Let me know please, I need to get something in place quickly as the funder is looking for confirmation of all the appointments.

Yours Sincerely,

Bill High
Director

End of Question 7

QUESTION 8

Dear Candidate,

I have received the attached letter and enclosure from our client which is self-explanatory.

There was a snagging list produced at the end of the project and it has remained largely unaddressed but has not prevented full occupation and use of the building.

Can you outline the best course of action to follow and draft a suitable letter back to the client? We have another big project on with them just now so I want to keep them happy.

Do you think that we are due additional fees for dealing with this?

Thanks,

Paul

QUESTION 8 (cont.)

Cityburgh College
Fettes Avenue
Cityburgh
CB1 4EX

20th November 2018
GFY Architects,
Geddes House,
1 Union Street,
CITYBURGH,
CB1 9RW

Dear Paul,

Cityburgh College Dormitory Extension

It's no surprise to me that I received the attached letter from Swanney Renton about our Contractor Nakad. What a cheek sending a bill for that amount when they have done absolutely nothing to help us since the building opened. It's no surprise to me they've gone bust, and I'm determined they don't see a penny from us and I'm relying on you to ensure this happens.

I want you to do the following:

The snagging list has never been addressed and I want you to organise this with a new contractor, my brother-in-law has a maintenance company, go to him and I'll deduct the cost from the retention.

You know that the timber decking boards on the roof garden have warped and capped over the summer. I don't think enough movement was allowed in the setting out. Anyway let's get them replaced with a nice composite decking board. I think we had that in the original scheme but took it out as a saving.

Also do you remember that we left in tails for a future shower installation in the boot room next to the common room? Let's put that in now to ensure we get up to the £20,000 mark, the liquidator won't know anything about that.

Could you revert to me by return?

Yours Sincerely,

Dr Percy Hamleigh,
Bursar

QUESTION 8 (cont.)

Swanney Renton
Tulloch House
Cityburgh
CB1 3FY

18th November 2018

For the attention of DR P Hamleigh Esq, Bursar

Cityburgh College,
Fettes Avenue,
Cityburgh,
CB1 4EX

Dear Sirs,

Nakad Construction Limited – In Liquidation (“the company”)

I write to advise you that I was appointed Provisional Liquidator of the Company by an Interlocutor pronounced by the Cityburgh Sheriff Court on 8th August 2018. I was subsequently appointed Interim Liquidator on 21st September 2018. My appointment as Liquidator was ratified at a meeting of creditors held on 23 October 2018.

According to the books and records of the company there was a total amount outstanding of £20,000.00 due by you to the Company as at 8th August 2018. As liquidator of the Company I have a duty to creditors to collect all outstanding debts which are due to the Company.

Payment should be made by way of cheque to Nakad Construction Limited – In Liquidation within 14 days of the date of this letter. Please send the cheque to the address above for my attention.

Yours Sincerely,

Ewan Forrester,
Liquidator

End of Question 8

QUESTION 9

Memo:

To: Candidate

From: Paul Moore

Dear Candidate,

I have just returned from a meeting with a prospective client for the conversion of a bank to a new Cityburgh High Street café with new shop front. The potential client, a Norwegian coffee chain new to the UK, *Mer Kaffe? ASA* (MKASA), are considering the termination of their current architect's appointment, Xavier Young & Zander Architects (XYZ), for what I was told was for poor performance and late submission of the planning application.

Although the initial project is for this single conversion, I am led to believe there is the strong possibility we may subsequently get involved in a series of new branches throughout the country.

XYZ carried out two packages of work for MKASA:

1. A graphics design and branding exercise for the Cityburgh High Street café, being the first in the prospective UK chain, and
2. An application for Listed Building Consent and Planning Approval for the Cityburgh High Street site. (Although XYZ have submitted the application I understand there is still outstanding work to do as the local authority have requested additional details for the ventilation duct to the rear of the shop and a modification to the fenestration of the new shop front proposal in accordance with the conservation status of the High Street.)

MKASA tell me XYZ have been paid for work in connection with item 1 but not for item 2 as they do not believe they have fulfilled the terms of their appointment in not providing a competent application submission.

I was able to view the appointment letter for both packages of work that XYZ prepared for MKASA and although it was not a standard RIBA or RIAS appointment, the letter conforms to the ARB Code of Conduct item 4.4 but remains silent on any other issue. I also note that XYZ are neither a RIBA or RIAS chartered practice nor any principal or employed architect are chartered architects.

XYZ's appointment included two sub-consultants, Trevor Maillott Structural Engineers and Bright Sparks Services Engineers.

MKASA would like us to complete the planning application and then take the High Street project through building warrant then act as architects and principal designers to completion. As this project has the potential to expand into other projects I'm quite excited about it, but I do have some concerns.

QUESTION 9 (cont.)

Can you give me your thoughts on this? In particular:

1. Are we free to amend the drawings for the planning permission and LBC (we can easily abstract the CAD file from the PDFs the client has given us, so we don't need to ask XYZ Architects)?
2. How do we advise the client regarding the use of the branding information, are we able to replicate this on the current and future projects? How could we reach settlement here?
3. XYZ signed appointments with two sub-consultants, one is Trevor Maillot whom we regularly use and the other is Bright Sparks Services Engineers who I don't know anything about. The client is keen to keep these consultants on board, but what are the issues here? I understand they haven't been paid by XYZ for their initial advice to date.
4. We don't know much about XYZ's proposed termination, what issues do you think may impact upon us – or what would you expect them to do?
5. Are there any other issues we should be reviewing? Do we have to communicate with XYZ Architects given their status as registered architects but not chartered?
6. MKASA wish us to use the remainder of the design budget, is this reasonable?
7. How do we protect ourselves if we take this on?

Thanks,

Paul

End of Question 9

QUESTION 10

Memo:

To: Candidate
From: John Young
Project Number: None allocated
Project Name: 6 Sovereign Mews Circus

I have received an email from Ms Nisbet, the client for the Sovereign Mews Circus conversion project, who is rather upset that the final account is much higher than anticipated. Indeed, Ms Nisbet states she would never have contemplated the project at that figure. As Naomi has been away for a couple of years I have reviewed the file and was startled with the paucity of information – no Architect's Instructions, no interim certificates and very little correspondence. Indeed, I don't even think the building contract was signed, at least I can find no evidence of this and I'm loathed to ask Ms Nisbet if she has one.

I need you to review the documentation I have provided as I'm concerned we have not provided a sound service to Ms Nisbet and we may have left ourselves potentially exposed in one or two areas.

Can you let me know the following?

- a) The client is particularly concerned over the handling of the **provisional sums**. Therefore, can you review the information provided by the contractor and make observations based on the information we have?
- b) How should we respond to Ms Nisbet (please prepare me **a draft letter** and any notes you may have)? Is it important to tell the client everything?
- c) Please **briefly** let me know of any areas of corrective action that you believe may be necessary by GFY, if there are any?

QUESTION 10 (cont.)

Letter of Appointment

Email Date: 21.07.16

From: Naomi

To: Ms Nisbet

Hi Ms N,

Job number: TBC

So, good to catch up the other day, it was such a lovely meal and the view was quite startling.

As I mentioned I have now joined the GFY guys and they have agreed to take on this project although I'll still be your point of contact.

They have asked me to formalise things for you:

Project: To convert 6 Sovereign Mews Circus to two domestic flats with each flat containing a minimum of two bedrooms, one ensuite, design fit for the purpose for domestic rentals as per our previous scheme;

Architect's scope: To develop the project from the recently received planning consent to tender, including building warrant and final certificate;

Project Value: You stated that your estimated budget is around £500k to be let on a minor works contract with contractor's design portions for plumbing and heating; I have suggested the following provisional sum amounts for some unknown items and those we expect the contractor to design:

PC 1, 2: Windows and doors - I have used values from your previous mews project which are a good fit here and adjusted for size and numbers, etc.

PC 3, 4, 5: Plumbing, Electrics and Lighting - I have drawn up a Performance Specification for these items. My costs here are a bit of blue-sky thinking though but I've made them extra robust.

PC 6: Increased insulation – again I've used intuition to derive a cost to reflect the additional insulation we want to use to make these dwellings super-efficient. I haven't fully designed these items yet and therefore can't put it on the drawings.

PC 7 & 8: Landscaping and conservatory – I have guessed a nominal sum for the landscaping but I've checked with Mullion and Transom

QUESTION 10 (cont.)

Conservatories and they have provided an indicative price based on your requirements.

Fees: Lump sum fixed fee based on 5%, less the £8k you have already paid me for work up to planning permission.

I'll call round tomorrow night as planned.

N.

QUESTION 10 (cont.)

Email

From: Ms Nisbet

To: GFY

Dated: 21.11.18

Dear Sirs,

6 Sovereign Mews Circus

I have emailed your firm repeatedly over the previous few weeks but had not received any reply from Naomi so I'm using your office admin email as per your website. In fact, I haven't heard from your firm since Naomi phoned me to say that Practical Completion was reached and certificate issued 16 months ago.

I have recently received from Comyn Ghetmi Contractors an invoice for the final account for Sovereign Mews Circus, this despite me asking them for over four months for this to be submitted to me.

I attach your schedule of works with tender prices annotated with comments by Comyn Ghetmi Contractors with the tender prices as received and their actual values. As you can see some of the figures are well out. What can I do about this? As we verbally agreed when the building work started, I paid by fixed monthly amounts based on the contractor's regular invoices throughout the project (a set proportion of the tendered figure) but am surprised with the differences. The maximum cost was to be £500,000 including fees excluding VAT.

I have been chatting with a few architect friends and they are surprised by all this and thought a company with your reputation shouldn't leave me with results like this.

Please contact me as soon as possible as I have no intention of paying anyone more than I initially stated.

Yours faithfully,

Ms Nisbet

PS Could you provide me with your insurer's details?

QUESTION 10 (cont.)

Priced Schedule of Works [Final Account] – Annotated by Comyn Ghetmi Ltd

Id.	Description	Tender Price	Comyn Ghetmi Actual Price
01	Soft strip and demolitions	£13,498.00	£13,498.00
02	Excavation	£13,712.00	£13,712.00
03	Foundations	£19,988.00	£19,988.00
04	Drainage	£10,801.00	£10,801.00
05	External wall slapping & repair	£72,450.00	£72,450.00
06	Internal walls and slapping	£45,973.00	£45,973.00
07	Floor slab	£23,560.00	£23,560.00
08	Framing, joists and flooring	£54,041.00	£54,041.00
09	Finishes – plaster, board and cornices	£45,450.00	£45,450.00
10	Joinery – architraves, skirting, trim	£38,503.00	£38,503.00
11	Preliminaries, including welfare and scaffold	£19,500.00	£17,256.00
	Provisional Sums		(Comyn Ghetmi)
		(GFY)	
PC1	Replacement windows	£10,000.00	£23,032.03
PC2	Replacement doors	£8,800.00	£15,550.00
PC3	Central heating, manifold and controls	£15,000.00	£21,454.05
PC4	Electrical installation & multi-media interface	£25,000.00	£25,000.00
PC5	Lighting controls	£12,000.00	£12,000.00
PC6	Insulation	£15,000.00	£3,000.00
PC7	External ground works	£3,000.00	£18,571.00
PC8	Conservatory to Mews Unit A	£28,000.00	£700.00
	Additional Items Post Tender		
PT 1	Basement waterproofing works		£12,256.23
PT 2	Roof repairs		£23,000.00
	Total	£454,776.00	£617,795.00

-Sums exclude VAT to be invoiced separately-

Comyn Ghetmi Notes on Actual Prices:

PC 1 – The number of windows remained the same. Ms Nisbet changed the material from PVC to hardwood. Glazing and method of fixing unchanged. Our price includes an additional £1,000 to cover additional work in chasing alternative suppliers.

PC 2 – No specification information was given at tender stage other than the number of doors which increased during the contract. Again, we include an additional £1,000 to cover additional preliminaries relating to ordering items.

QUESTION 10 (cont.)

PC 3 – Plumbing items have been fully designed by our plumber who will send on an itemised and priced bill including labour and materials.

PC 4 & 5 – Our electrical sub-contractor has confirmed the provisional sums were sufficient for the work.

PC 6 – No specific additional details were provided and therefore our building work included insulation in accordance with the building warrant drawings you supplied (item 08). As an act of goodwill, we will not claim a loss of profit on this item.

PC 7 – During the contract we were asked by Ms Nisbet to provide a timber patio deck, lighting installation and fountain. We have also included our design costs. A comprehensive breakdown of the costs is available including overheads and profits.

PC 8 – The conservatory was deleted in favour of item PC 7 above. We include the charge our supplier has levied against loss of profit and restocking.

PT 1 & 2 – As the works progressed you will be aware the basement flooded revealing the need for comprehensive water-proofing work. Dry rot was discovered in the existing roof which necessitated comprehensive repairs.

Signed:

Comyn Ghetmi Contractors
7.11.18

End of Question 10
END OF PAPER