

# APEAS<sub>LTD</sub>

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

**THE EXAMINATION IN PROFESSIONAL PRACTICE &  
MANAGEMENT: PART 3, 2019/20**

**QUESTIONS for CANDIDATES**

**All 9 questions should be attempted**

**All characters, locations and incidents contained in this Paper are fictitious.**

**© This paper is the copyright of APEAS (the Architects' Professional Examination Authority in Scotland Ltd.) and the contents may not be reproduced in any form without written approval.**

## QUESTION 1

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

- 1.1 For commercial buildings in the UK, what accreditation procedures are available to measure the sustainability and wellbeing credentials? Give a brief description of each.
- 1.2
  - (a) Outline the time limits applicable to breaches in planning control after which development becomes immune from enforcement action.
  - (b) What action can be taken by a local authority for breaches in planning control enforced within the statutory time limits?
- 1.3 In relation to an architect's duty of care, briefly describe the difference between 'reasonable skill and care' and 'fitness for purpose'.
- 1.4 If, on conclusion of a Professional Conduct Committee investigation, an architect is guilty of unacceptable professional conduct or serious professional incompetence what are:
  - (a) The potential penalties that can be imposed by ARB?  
and
  - (b) What gives ARB the power to impose such penalties?

In answering Q 1.1 to Q1.4, candidates should not simply copy and paste information from the internet. Answers should be given in your own words – copying and pasting may be construed by examiners as plagiarism.

## QUESTION 2

### Memo from John Young, Partner

Dear Candidate

As you know, we are just about to embark upon the £125,000 refurbishment of our offices to allow us to adopt more flexible working practices and to enable us to grow and stay within the same building. The current offices have not been redecorated for years and we are still using the same furniture that we had when I joined fifteen years ago.

The refurbishment will be working its way down the building; starting on the second floor, then the first and finally the ground floor where our reception and meeting rooms are. As we have no spare space, we are going to rent a space in serviced office accommodation two doors down the street. This will only cover the number of staff on a single floor.

As you are doing your Part Three this year, I thought that this would be a good opportunity to test your knowledge on contracts.

We are just about to tender using a traditional procurement. However, as ever, we need to do this project properly to ensure that we cover the risks of things going wrong on the project. I have attached a copy of our strategic programme for the works.

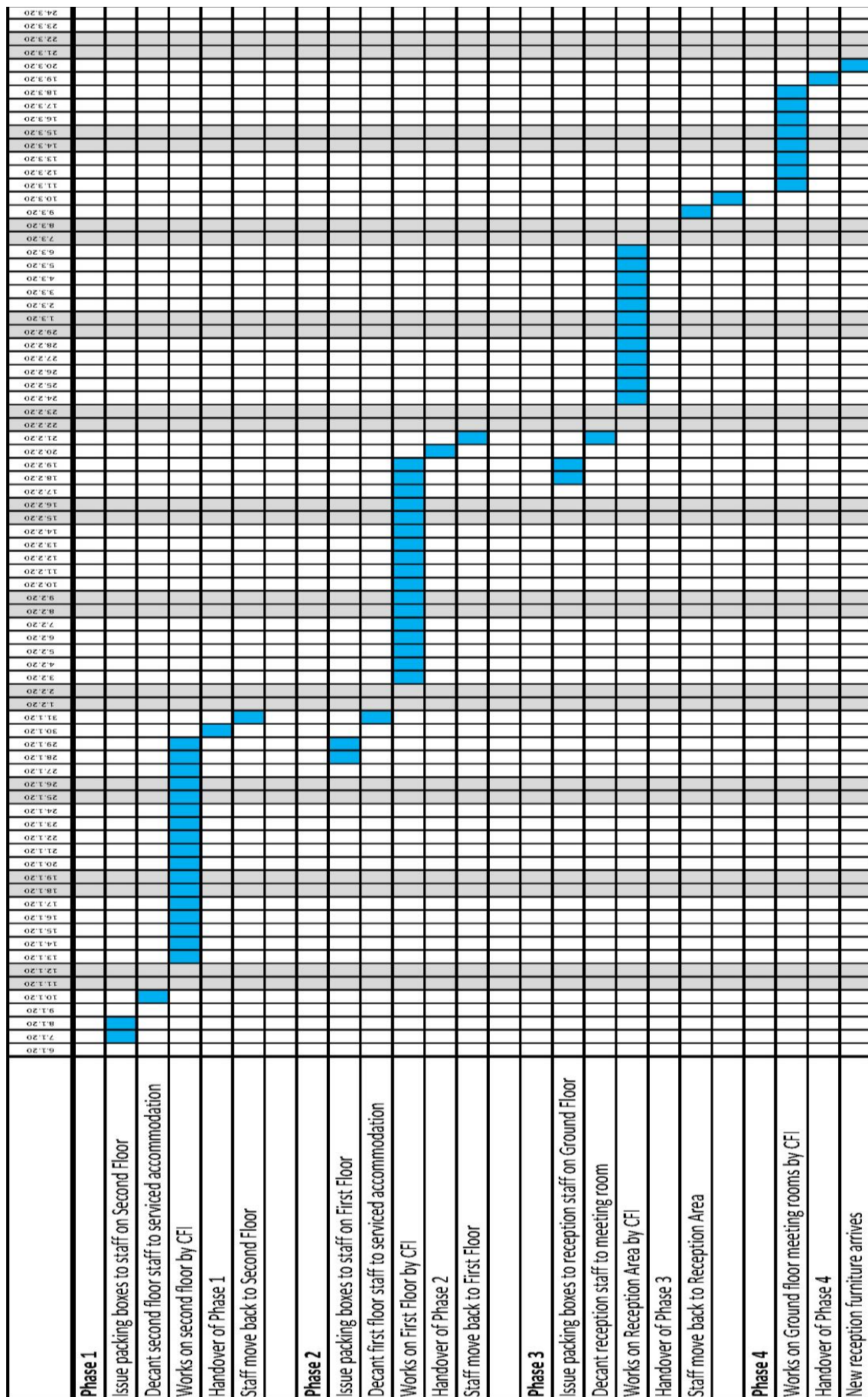
How would you go about selecting the right form of contract for this project and what form should we choose? This should include an explanation of your analysis of the options and your reasoning behind the decision. Phasing is a very critical issue – so your selection should include how phased occupation could be dealt with contractually.

I want to include some Liquidated Damages. How would they be calculated and how would this be affected by us taking early possession of floors as they become available?

Thank you.

John

**QUESTION 2 (cont.)**



### QUESTION 3

#### Memo from Paul Moore, Partner

Dear Candidate

I've just received a call from a Garry MacLean of VMA – global healthcare and laboratory architects asking us to partner them in a bid for the new Cityburgh General Hospital. This is a £300,000,000 (£300 million) job – way bigger than any previous GFY project.

VMA is a global practice which has built around the world, generally partnering local architects who handle contract and site stuff as well as elements of Production Information. They have not built much in the UK before and no healthcare buildings here, but have a small London office (which seems mainly to be a staging post for work elsewhere).

This would be a really exciting development for the practice. We have known about this project for a time, but it is too large for us to tackle on our own. VMA's expertise and scale would make it totally feasible. I don't think they are talking to anyone else.

Garry seemed to be assuming that we would not actually need to do a great deal of design work – just checking compliance with NHS guidance and Building Standards and then carrying out site inspections. However, he did not seem greedy and was open to us making the case for greater involvement. I am anxious that GFY use this opportunity to push ourselves in the direction of major healthcare and also that we use our design expertise to greatest effect. With all respect to VMA, their hospitals look very dull and I see that they have received some criticism in this regard (although inside, their hospitals are apparently popular with patients and staff).

I will be away for the next two days as I am speaking at the IHEEM conference (it was good to be able to drop that into the conversation), so maybe it would be a good exercise if you could do some research and write a note on the issues we need to think about? I am not looking for detail – it is too early for that, but I'm thinking about:

- How might we split the work up so as to take advantage of each practice's abilities?
- How would we work together in practice (would we co-locate, how would we swap information etc and who would ultimately take decisions)?
- How might the fee be split up? How would this be controlled if things change?
- What might the contractual arrangement be between us?

I don't need a solution for everything, but need to be sure that we have a list of the issues to cover when I'm back next week, with some ideas as to how it might work.

Thank you.

Paul

.....

## QUESTION 4

### Memo from Jill Kahn, Partner

Dear Candidate

Please find attached to this memo an Initial Project Brief prepared by me after my meeting with Mr Michael Armstrong for plans for his home.

- **Fee Calculation:**

- Knowing you are preparing for your Part 3 exam; I'd like you to prepare a fee for this small project. Please refer to my initial Project Brief and be sure to cover the likely areas our fee should include. Please let me see your method of deriving this in order that we can fully discuss your approach when we next meet face-to-face.

- **Proposal Letter:**

- Once you have prepared the fee calculation, please also prepare a draft fee proposal letter for issue to the client that informs the client what is included in the fee and the likely other expenditure he may incur and whether or not other professional help is required, and any other issues you feel should be brought to his attention.

Thank you.

Jill

## QUESTION 4 (cont.)

### Initial Project Brief

#### 1. Client Name:

Mr Michael Armstrong.

#### 2. Contact Details:

17 Anderson Place, Smalltown.

#### 3. Project Objectives:

17 Anderson Place is a rendered 1850s stone cottage (1 ½ storeys) with natural slate roof. The house sits in row of detached cottages set back from the road by neat front gardens. In the early 1960s, the house was extended by a prefabricated concrete panel double garage, flat roofed with cementitious looking corrugated sheets. The garage fills the gap between Mr Armstrong's house and his westerly neighbour. Internally some minor alterations have been carried out, probably around the same time.

Mr Armstrong would like this garage completely removed and replaced with an extension to fill the gap to provide on the ground floor, a family room (with a small drinks bar) and a separate study (overall area roughly 40 m<sup>2</sup>), and, on the first floor, a bedroom with ensuite shower room and a store (overall area roughly 25 m<sup>2</sup>).

In addition, Mr Armstrong would like to build within his extensive rear garden (30m wide by 70m deep) a stand-alone ancillary accommodation unit for his three daughters when they visit (but not at the same time), and as such this unit would be compact, virtually self-sufficient, with kitchen and bathroom plus bedroom and living/dining area, all in all no larger than 40m<sup>2</sup> of ancillary accommodation.

#### 4. Property Address:

As contact details.

#### 5. Services Required / Scope: (Full or Partial Service)

Full architectural service from RIBA Stage 1 – 6; Scottish Conditions of Appointment of an Architect, Small Projects Version, ASP/2018.

#### 6. Other Consultants:

Not explicitly covered during my client meeting other than I stated this would be detailed in the fee proposal.

## **QUESTION 4 (cont.)**

### **7. Other issues to consider:**

Mr Armstrong has a rare collection of antique scientific equipment and memorabilia which he would like to store and display in the house and in the ancillary accommodation.

There is a burn at the end of his garden, which is known to occasionally flood the rear quarter of the garden. Mr Armstrong also believes his rainwater discharges into that burn.

Mr Armstrong handed me an old faded dyeline print of a previous partly executed alteration scheme for the house (the garage and the internal modifications to open the kitchen to the dining room were carried out 55 years ago, but not the proposal to build a rear extension). It is unclear if consent was applied for or completion awarded. Mr Armstrong thinks we can use this print as the basis for our drawings.

Mr Armstrong plans to remain in the house during the building works.

### **8. Tendering:**

This was not touched upon explicitly during our conversation other than confirming that Mr Armstrong values our expertise in leading the project through the construction administration stages.

### **9. Budget:**

Mr Armstrong stated he considered £220k to be his budget.

### **10. Project Timetable:**

Given this is November, Mr Armstrong considers it reasonable that the work should be finished by the end of 2020. I stated we would give an indicative high-level timeline in our fee proposal letter.

GFY

6<sup>th</sup> November 2019



## QUESTION 5

### Email from Jill Kahn:

Subject: **J. Mormont: New House, Lochbeltie.**  
Date: **26/11/19 08:47:52 GMT**  
From: [jkahn@gfy-arch.co.uk](mailto:jkahn@gfy-arch.co.uk)  
To: [candidate@gfy-arch.co.uk](mailto:candidate@gfy-arch.co.uk)  
CC:

Dear Candidate

### **1812: NEW HOUSE, LOCHBELTIE, FOR MR & MRS J. MORMONT.**

Following our site progress meeting on Friday, the Contractor has sent a long email to our Client, Mr Mormont, and copied to me, see below.

There are quite a few issues raised here by Billy.

Please can you identify ones relevant to us and draft a bullet point list of them, suggesting what we should do about each, along with our suggested handling of Client and Contractor from now on?

I will use these to write to Billy and Jorah, to straighten out any misunderstandings.

Hopefully, addressing these may improve the overall relationship between Client and Contractor.

Thank you.

Jill

## QUESTION 5 (cont.)

### Email from Billy McTaggart of WM Construction Ltd:

Subject: **New House, Lochbeltie.**  
Date: **25/11/19 19:42:06**  
From: [Billy@WMConstruction.co.uk](mailto:Billy@WMConstruction.co.uk)  
To: [j.mormont57@bmail.com](mailto:j.mormont57@bmail.com)  
CC: [jkahn@gfy-arch.co.uk](mailto:jkahn@gfy-arch.co.uk)

Mr Mormont,

#### **NEW HOUSE AT LOCHBELTIE.**

After last week's site meeting, I feel I have to send you this.

For a while now my men have been complaining to me that you keep turning up without any prior warning and hanging around the site, asking what they are doing, making observations, suggesting ways to do things, making changes and generally distracting them. This is becoming a nuisance, affecting progress and morale on site. I try to act in a way which doesn't interfere with other people and I kind of expect others to act the same. When I mentioned this at the meeting, you and Mrs Mormont took exception, and we ended up in the shouting match in front of my men, even though you had said I should speak my mind.

My foreman also says that you have been climbing on scaffolding and have bumped your head a couple of times and Mrs Mormont got her high-heels stuck between scaffolding boards. I can't be responsible for this.

I am also getting tired of you pestering me for a completion date and you keep saying you want me to provide you with a programme. This is not how I operate. How I organise my trades is up to me and I don't do programmes, so you need to stop asking me for one. There is no need to repeat yourself over and over again making the same point and raising your voice to add force to the argument. I didn't like your threat that if I didn't do a programme, you would get someone else to do one and expect me to keep to it. I don't let customers down and I do a good quality job without delays. Things never run to programme anyway. At the start of the job I was not willing to agree to fixed timescales, because I could see that you are the type of person to keep making changes. Also, I know that it might be difficult or expensive to obtain sub-contractors in Lochbeltie. I am not bound to finish in any particular timescale and the job will get finished soon enough. If you wanted particular dates, you should have had something in the contract about this.

## **QUESTION 5 (cont.)**

You said you weren't happy about the rate of progress. I'm sorry, Jorah, but in my opinion my job here is not so much to keep the customer happy, but to build the house as best I can under the circumstances.

Sometimes you tell my men to change things, then sometime later on you or Mrs Mormont come back with another instruction, sometimes contradicting the first. When I challenge you on this, you seem to have selective amnesia, only remembering the things which it suits you to remember. I have been proved right about you making changes, changes, changes all the time. Sometimes my men don't know what to do and have to down tools until I clarify or have to wait for decisions. And I hope I am going to get paid for all the changes, even though this is a fixed-price contract.

I note that Mrs Mormont often turns up with bags of doughnuts for the men. I wish she would stop this as my men find it a bit demeaning. I also hope that this isn't expected to be as some form of exchange payment for all the extra work.

Another thing, I am also tired of Jill Kahn finding fault with my work and issuing a site inspection report every week which lists things she doesn't like, sometimes items on the list are repeated week after week. Does she think I am not going to fix them eventually? I know the architect is meant to be the captain of the ship, but I feel like she's picking on me. Maybe I should really just expect this, as you are paying her and she is 'your' person. But it annoys me that she deducts money from my monthly payment claim because of some work which she alleges is incorrect. For instance, she deducted money for the rain-stained chipboard flooring. In my opinion there was nothing wrong with it, as the swollen and uneven patches could be planed down. I am warning you and Jill, if this happens again, I will have no alternative but to take my men off the site.

So, to finish, I just want to say that I am in charge of building this job and I want to be left alone to carry out the build in my way and to my timescale, without interference. If you back off a bit, you will get a quality product.

Billy McTaggart.

**WM Construction Ltd.**

**Oldtown Yards**

**Cityburgh.**

**01234 744666**

## QUESTION 6

### Memo from John Young, Partner

Dear Candidate

Please see the attached letter from the contractor. This contract has been dragging on for some time. The school is not happy with all of the issues noted and has told me privately that they do not have the funds allocated for the retention put aside at the moment.

In addition, our fees for this were spent literally years ago.

Could you draft me a letter to the contractor on your chosen route after reasoning out the options that are open to us in a short file note? We need to ensure all parties understand their obligations. Do you think we could have done anything better?

Thank you.

John

## QUESTION 6 (cont.)

Aztec Builders Ltd  
31 Killermont Street  
Cityburgh  
CB7 1LO

20<sup>th</sup> November 2019

GFY Architects  
Geddes House  
1 Union Street  
CITYBURGH  
CB1 9RW

Dear Sirs,

### Cityburgh Primary School - Extension

We are writing to confirm that all of the works listed in the Schedule of Defects, capable of rectification have been completed. They have been for 6 months and we demand that you issue the Certificate of Making Good Defects and Final Certificate.

We started with more than 80 items and at the last review there were only 3 items listed on your Schedule of Defects as outstanding:

Concourse floor screed – “Item 1 Rectify cracked concourse floor screed.” The cracks have been filled with the specialist repair compound and have been signed off by the supplier. The fact that you can see the filled repairs and the headteacher is unhappy with the appearance is irrelevant, it does not affect the warranty for the screed. It is suitably flat and smooth and we have issued the warranty paperwork to you already. It is a structural product and she is oblivious to the fact that there are no specification clauses in relation to its appearance in your NBS. Why you chose this as a finished surface is your concern, it should have been vinyl or carpet like everywhere else in the building. It has been suggested to our operative on site that it should be ripped up and re-done which is ridiculous, as you know all the partitions are built off this screed, so that is not an option. If the school is so unhappy with it, they should pay their own contractor to apply a floorcovering.

Curtain Walling – “Item 31 Repair leaking curtain wall panels in classrooms.” There were 3 leaking panels identified on your original mark-up that were causing water ingress in 2 classrooms, the problem was identified as pressure plates that were installed back to front. They were fixed in the summer of 2016 and I believe you witnessed this work; the sub-contractor involved, as you know, has been liquidated. You added a further 5 leaking panels on a mark-up under this item on the August 2018 Update and we wrote immediately back to you highlighting that you cannot add defects to the schedule after the end of the rectification period. Please remove these items from your list.

## QUESTION 6 (cont.)

Utility Diversion – “Item 46 - Diverted utility pipe is the wrong material and is not suitable for adoption.” Due to the building of the extension we had to divert the water main that ran through the site, we provided you with the paperwork from the utility provider that they were content with the use of the pipework and with the installation in December 2018, as indeed is normal practice. The fact that it has not yet been adopted is nothing to do with us, we went from pillar to post to get that letter for you. We have done everything required of us through the contract and the delay is, we understand, due to a legal matter relating to wayleaves, which is entirely down to the employer and their solicitor.

We believe that the retention is being unreasonably withheld from us and has been for over 6 months. We are entitled to that money and you are in breach for failing to certify it as such. We also reject the assertion that we have taken too long to complete this work, we have been hampered by weather for the external works and even restricted in the summer months and holidays by various school clubs and events and have not been allowed to do anything during term-time. We could send letters to each other for another 6 months, but I am now putting this into the hands of our lawyers to rectify should I not hear from you in the next 7 days.

Yours faithfully,

Roderick Frame FCIOB

Director

CC

Ms Lucia Black - Headteacher, Cityburgh Primary School

## QUESTION 7

### Memo from John Young, Partner

Dear Candidate

I have just had a very worrying call from the Managing Director of Escalator Construction.

We are 8 weeks behind our information release schedule, which I am told is affecting progress in any case.

An example of the co-ordination issues referred to is Steel Framing System (SFS) channels shown in the middle of openings on sub-contractor drawings have not been picked up. We have also had the internal masonry leaf dimensions the same as the external leaf so there is no rebate which will affect all our weathering details and as a result the windows do not fit, the window schedule shows the windows as external leaf opening size plus 10mm.

In addition, the box on the contractor's drawings titled "Approved for Construction by" with a space for a signature and date has been signed and dated by Patrick O'Connell.

Unfortunately, with Hazel being off ill for 4 months with stress it has been left in the hands of Patrick and Helena, I'm not sure this was wise. While Patrick and Helena have been putting in the hours and seemed to be on top of the project and the information required, clearly, they were not and did not have the experience to ask for help and /or resource.

Give me some pointers on how to address the current situation with this project from a practice management and quality assurance perspective and also outline the correct procedures for future projects to ensure this does not happen again. Please also define an appropriate procedure for reviewing and signing contractor's drawings.

Thank you.

John

## QUESTION 8

### Memo from Paul Moore, Partner

Dear Candidate

Things are getting difficult and I would appreciate your thoughts.

Now that we have reached practical completion, we urgently need to address the final account. Everybody has been so intensely focussed on getting the project to completion that cost management has taken a back seat. Our last Interim Certificate provided a gross valuation of £440,000, however I have just received notification from the contractor that they calculate their final account figure to be £615,000. The client has been pressing for an update on costs for some time and this will come as a real shock. The contractor has also intimated that a 5% reduction for early agreement and payment within 2 weeks is on offer.

The contractor is of the firm belief that the contract was negotiated on the basis of an 'open book' agreement. His position is that the final account is made up of all his supplier and sub-contractor costs to date, including a 20% main contractor's mark-up. I've checked through the tender acceptance paperwork and a mark-up figure was never agreed.

There is also a figure of £25,000 to cover out-of-hours working (this has not been sanctioned by the client), which the contractor is adamant that if not employed the project completion date would have been significantly later. No claim for an Extension of Time or Loss and Expense has been received.

As you know, the client was not impressed at all by the 2-week delay in handover and even less impressed when we informed them that no figure for Liquidated Damages had been incorporated into the contract. However, client changes have been significant and it's a miracle that we finished only 2 weeks late.

The client had reluctantly accepted that they would pay more for the design changes but this figure will be significantly more than expected and will not be received well. As you know, we were under real pressure from the start of the contract to provide final construction information and the changes have been so extensive that the contract documents, Bill of Quantities, drawings and specification bears a partial resemblance to the final scheme. We also know that the Bill of Quantities was not fully developed and very loose in places. It was pulled together in a hurry.

I am concerned that the contractor is taking advantage of the situation.

Can you respond to the following?

1. What should be the process for agreeing the final account?
2. What is your view on the 20% mark-up?



**QUESTION 8 (cont.)**

3. What is your assessment of the early payment offer?
4. How should the payment of out-of-hours costs be dealt with?
5. How should we deal with liaison with the client?

Thank you.

Paul

## QUESTION 9

### Memo from Jill Kahn

Dear Candidate

As you heard at our team meeting this morning, we have been approached by Gamma Contractors Ltd. which is building a bespoke mansion for Mr & Mrs Black. I'm really keen that we undertake this commission as we have been trying to build a relationship with Gamma Contractors for some time now as they specialise in high-end bespoke residential developments. This could be our chance to show our great skills as a practice!

There are a few things that I'd like you to look at, in advance of me meeting with Gamma Contractors and Mr & Mrs Black tomorrow to agree our appointment.

Mr & Mrs Black terminated the original architect's appointment last month. I understand Mr & Mrs Black are looking to appoint us for the remainder of the site works as Architect and Contract Administrator. The original architect was appointed under SCA 2018 and Mr & Mrs Black are keen to appoint us on this basis also. I understand that all the design work is complete and all we need to do is deal with the odd site query, attend site meetings with the Contractor, update Mr & Mrs Black regularly and inspect site.

From the photographs provided by Gamma Contractors the works are well progressed on site. Although there are some photographs of the early works where the blockwork doesn't look right, which concerned me, but it would appear that this has now been covered in from the later photographs that I've seen.

At completion of the project, Mr & Mrs Black require me to sign a Homeowner's Certificate for their mortgage lender. I'm not familiar with what this entails, I've never been asked to provide one before (I've attached a copy of this overleaf).

I need to propose our fee and scope of services to Mr & Mrs Black (albeit based on SCA/2018). Please could you set out in a memo for me considering the following:

1. Should I sign the Homeowner's Certificate as requested by Mr & Mrs Black?
2. Draft an outline of what our site works would entail.
3. Should we be charging an extra fee for signing the Certificate?

Thank you.

Jill

**QUESTION 9 (cont.)**

**APPENDIX 1**

**PROFESSIONAL  
CONSULTANT'S CERTIFICATE**

Return To: \_\_\_\_\_

Name of Applicant(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Full address of property \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that:

1. I have visited the site at appropriate periods from the commencement of construction to the current stage to check generally:

- (a) progress, and
- (b) conformity with drawings approved under the building regulations, and
- (c) conformity with drawings/instructions property issued under the building contract.

2. At the stage of my last inspection on \_\_\_\_\_, the property had reached the stage of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. So far as could be determined by each periodic visual inspection, the property has been generally constructed:

- (a) to a satisfactory standard, and
- (b) in general compliance with the drawings approved under the building regulations.

4. I was originally retained by \_\_\_\_\_

who is the applicant/builder/developer in this case. (Delete as appropriate)

5. I am aware this certificate is being relied upon by the first purchaser \_\_\_\_\_

of the property and also by \_\_\_\_\_ (name of lender) when making a mortgage advance to that purchaser secured on this property.

6. I confirm that I will remain liable for a period of six years from the date of this certificate. Such liability shall be to the first purchasers and their lenders and upon each sale of the property the remaining period shall be transferred to the subsequent purchasers and their lenders.

7. I confirm that I have appropriate experience in the design and/or monitoring of the construction or conversion of residential buildings.

Name of Professional Consultant \_\_\_\_\_

Qualifications \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Professional Indemnity Insurer \_\_\_\_\_  
\_\_\_\_\_

8. The box below shows the minimum amount of professional indemnity insurance the consultant will keep in force to cover his liabilities under this certificate [£ \_\_\_\_\_] for any one claim or series of claims arising out of one event.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**End of Paper**