



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

2023/24 PRACTICE PAPER

Day 2: Wednesday, 22 November 2023

Questions 5 to 8

(Questions are numbered 1 to 8 across both parts of the Practice Paper.)

All 4 questions must be attempted

Answers must be submitted by 7.30 pm on

Wednesday, 22 November 2023

as per separately issued instructions.

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

Question 5

Answers to questions 5.1 and 5.2 should be brief – indicatively, around 450 words for each.

- 5.1 GFY have been asked to prepare a fee bid for RIBA Work Stage 7 only on a retrofitted office development with a contract value of £28 million, in order to evaluate and confirm the building's as-built environmental performance. Write an internal memo comprising concise bullet points to list key activities likely to be required of GFY along with wider considerations for the practice in this endeavour – please do not provide a fee calculation.
- 5.2 Partner Paul Moore has notified us of his retiral. What is Succession Planning and why is it important?
Paul holds RIAS Conservation Accreditation. His heritage skills have been widely shared across the office for many years so can we describe the practice as Conservation Accredited?

In answering questions 5.1 and 5.2, candidates should not simply copy and paste information from the internet. Answers should be given in your own words – copy and paste may be considered by examiners as plagiarism.

Question 6

Project: As per relevant Scenario to the Practice Paper.

Email from Paul Moore, Partner, to Candidate

Project: Conversion of Former Hotel to Flats at Cruachan Close
Client: Green Shore Developments
Subject: Appointment documents – Health and Safety matters
Date: 23. 11. 22
From: pmoore@gfy-arch.co.uk.
To: candidate@gfy-arch.co.uk.

Dear Candidate,

You will be aware of the new project at Cruachan Close for Green Shore Developments.

I am keen to ensure the client, who are new to working with older buildings, not only understand their responsibilities for this project but also the importance of pre-construction information and the need for risk assessments, planning and co-ordination. Green Shore Developments have intimated to me that although the form of procurement is not yet fixed, they are considering managing the project under separate trades, and they are keen to progress as soon as possible.

Can you prepare me a summary document I can include with the fee proposal I have already prepared, to not only aid their understanding for the safety matters on this project, but also to provide substantiation of our Principal Designer fee. You may consider the following as a starting point but add further points if you think them relevant.

1. This project has quite a few areas where activities carry a premium health and safety risk. I do not believe the client has a thorough understanding of their responsibilities and those of the rest of the team. Could you summarise these with reference to this project? Also, what are the implications of potentially having this contract managed under a separate trade's arrangement?
2. A significant part of our Principal Designer appointment relates to the information we prepare for others. Can you outline the importance of this pre-

construction information for our client and how this should be gathered and shared between the parties involved.

3. In your document explain to the client the difference between and purpose of risk assessments and method statements for the demolition, façade retention, and excavation work and what would you expect these to include. Explain our role and responsibilities when we, acting as Principal Designer, receives RAMS and the Construction Phase Health and Safety Plan.
4. It would be useful to outline the reasons why communication and coordination between the client and all the different parties involved in the project is important, and how these can be ensured during the contract. The client is keen to move fast, is there anything we should be raising with them?

Thank you.

Paul Moore

Partner

GFY Architects

Question 7

Project: As per relevant Scenario to the Practice Paper.

Memo

Dear Candidate,

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

We entered into this contract during covid and as a result of the drop in workload we decided to give a heavily discounted fee proposal. We had reached and invoiced for half of stage 4 when it was put on hold and this payment remains outstanding despite several chasing letters. I have concerns over the level of fee left in the appointment required to complete the project. The client had difficulty in making up their mind up and the early design phases were not profitable. We are also very busy, and I am concerned about resource. However, it is a prominent job for a repeat client, I am in two minds on this I'm afraid.

I would like you to draft a letter of response to the client outlining what you think our response should be. I would also like to hear your thoughts on the following topics.

- What you think the fee to completion should be and should we honour the original fee agreement?
- What are our options in relation to suspension or termination of the appointment.
- Are there any issues for us reputationally if we were to withdraw from this commission?

Regards,

John

Cltyburgh Hotel Company Limited
100 Cityburgh Road
Cityburgh
CB2 1RX

17th November 2023

John Young
GFY Architects
Cityburgh
C32 5XY

Dear John

Paradise City Hotel, 1 Cityburgh Square, Cityburgh

Good news John! We are resuming work on the above Hotel project. As you know when we got the last cost plan the project cost had more than doubled and was not feasible going through a traditional main contract route.

We have spent the year setting up our own construction company and we are going to deliver the construction project ourselves, at a much reduced cost. The other good news is that as we will be building out the hotel ourselves, we won't need you to perform the CA duties during the construction phase, but we still want you to support the construction team with construction information and carry out quality inspections, deal with building control etc. We are still keeping with the 12 month programme for works on site, we want to complete stage 4 within 2 months, and we will mobilise with our supply chain over the 8 weeks we had allowed for the tender, therefore the programme has not changed.

I've checked your fee schedule and have suggested some amendments below and trust that you find them to be in order.

| Original Arch Fee | Proposed Fee | Comments |
|-------------------|-------------------|-------------------------------------|
| Stage 1 - £10,000 | | Paid |
| Stage 2 - £30,000 | | Paid |
| Stage 3 - £30,000 | | Paid |
| Stage 4 - £35,000 | Stage 4 - £35,000 | Keep as agreed. |
| Stage 5 - £40,000 | Stage 5 - £20,000 | 50% reduction as no CA role. |
| Stage 6 - £5,000 | Stage 6 - £1,000 | Reduce just need as built drawings. |

I'm sure you will agree that the above is fair and trust that we can pick up where we left off as soon as possible.

Yours Faithfully,

Michael McKagan

CEO

GFY Architects
125 Cityburgh Road
Cityburgh
CB3 4XY

24th October 2022

FAO Michael McKagan
Cityburgh Hotel Company Limited
100 Cityburgh Road
Cityburgh
CB2 1RX

Dear Sirs.

Architectural Services, Paradise City Hotel, Cityburgh – Invoice 184/2022

For services carried out as noted below:

| | |
|-------------------------------|-------------|
| Stage 4 - 50% Stage Payment – | £ 17,500.00 |
| Vat Amount (20%) | £ 3,500.00 |
| Total - | £ 21,000.00 |

I trust that you find the above to be in order.

Yours Faithfully,

John Young

Bank Details –

Account No – 123456789

Sort Code – 00-11-00

Question 8

Project: As per relevant Scenario to the Practice Paper.

Dear Candidate,

I was out on site yesterday at Clearview Heights to see how the internal refurbishment works were progressing and to attend our regular Design Team Meeting.

The internal refurbishment works are progressing well and Merryvale is happy with the level of quality Bloc has achieved so far, which is great news.

Whilst I was on site the Bob, the Site Manager, caught me and was discussing the external refurbishment works. From my discussions with Hazel in the office, I knew we hadn't looked at this in detail yet, however, it seems Bloc has been doing some work on this in the background and have started to order materials.

Essentially, Bloc has ordered the entire external refurbishment works including the rainscreen cladding, insulation, cavity barriers, cement particle board, windows, doors, roofing, flashings, the lot, which surprised me as to how organised they were!

Bob gave me some brochures of the materials that had been ordered and asked me to approve the materials they have selected on the basis that they meet with Building Regulations, they meet with Merryvale's client brief, architecturally we are happy with them, etc., etc.

From quickly looking through the brochures Bob had given me I don't think they are the products that we have specified either in our NBS specification or in our drawings that we included as part of the contract documentation. He also gave me a pile of drawings that they have drafted on the basis of these alternative materials.

I'm not entirely happy that Bloc has proceeded to order all the materials without consulting us, as I'm not sure what will happen if we do not agree to some of the materials they have ordered. I did mention this to Bob when I was on site and his terse response was 'tough, we'd need to find a way to approve what they have ordered'.

Please can you set out what we should be considering and including in our response to Bloc once we have reviewed the brochures they have issued. It would be helpful if you could consider the following headings in your response:

1. What is the process for approving the external materials and package of information provided by Bob and are we able to approve the external materials. Please provide me with justification for your decision.
2. What is our contractual liability with regards to approving the external materials.

3. What contractual liability does Bloc have for the selection of external materials.
4. What do we do if we accept the alternative external materials.
5. What happens if we don't accept the alternative materials proposed by Bloc.
6. What happens if Building Control deem that materials Bloc has proposed do not meet the Building Regulations and Bloc insist on installing them.

END OF PAPER (DAY 2)