



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

2025/26 PRACTICE PAPER

Day 2: Wednesday, 19 November 2025

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, 19 November 2025 as per separately issued
instructions.**

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Question 5

Email to Candidate from Rhea (Partner)

Wednesday 19th November 2025

Dear Candidate,

I have just returned from a site visit, and I am alarmed at the aesthetic quality of the board formed concrete on the new private primary school project in Newburgh. The scaffolding has just come down on both the east and south façades allowing them to be viewed in full daylight. Awful is the only way I can describe it! The panels are completely uniform and don't contain any natural joints/nail indents as specified. It is a far cry from the exemplary precedents that we visited with the client.

After seeing some discarded formwork (constructed out of plastic decking boards), I queried the construction method with the main contractor. They have confirmed the same plastic formwork has been used repeatedly for all the panels, hence the uniform appearance. Their construction method is contradictory to our robust specification for the timber formwork in the contract documents. Our specification included a requirement that new timber formwork was constructed every time and that formwork was **not reused** to ensure the effect mimicked natural wood panelling. The contractor is quite obviously cutting corners to try to save money!

I recall you viewed a small control sample panel (1m x1m -half a full-size panel) earlier this year and deemed it acceptable. I have checked the photos from the sample approval and can see that the sample was constructed out of timber formwork and in line with our specification. The contractor does not agree there is an issue. They are adamant that there was no change to the performance specification and can't see what the problem is.

I have spoken to the QS on my way back to the office and to complicate matters further, we have already paid for 75% of the board marked concrete panels through the recent interim certificates.

Please see the below extract from the bills relating to this item:

EXTERNAL WALLS (continued)					
All in accordance with contract drawings and specification					
Board marked concrete					
Item	Description	Quantity	Unit	Rate	Total
1	Poured 'board marked' concrete panels (formwork as below)	450	Sqm	150.00	£67,500.00
2	Siberian larch formwork (for above) – individual formwork per panel (1m x 2m) Formwork and timber to be new for every panel poured	225	Nr.	275.00	£61,875.00

As you are aware, this is the first time we have used this product, and I was keen to use it as a showcase project for demonstrating more innovative use of materials. This is also a new client for us, and I was keen to make a good impression. This project is the first in a 10-year planned expansion development for the prestigious school and I was hoping to win more work.

We need to deal with this swiftly. The school is currently operating from sub-standard accommodation and are keen to avoid any delays. If you recall, there are hefty L&A damages if the new term date is delayed.

Can you please:

- 1 Outline the issues at hand and the next steps with your justification for recommending these.
- 2 Please draft an Architect's Instruction (see office proforma below).
- 3 Draft correspondence to the client explaining the situation and proposed resolution.
- 4 Provide your views to me on the sample issue and anything we should/could have done differently.

Best wishes

Rhea

Issued by: **GFY Architects**
 Address: **Geddes House**
1 Union Street
CITYBURGH, CB1 9RW
 Works Situated at: **Cairn Academy – Preparatory School**
 Employer address: **Carin Academy, Greenview Estate, NEWBURGH, NB15 3RA**
 Contractor address: **Solid Builders Ltd**
Stone Court, CITYBURGH
 Contract dated: **1st March 2025**

Architect's Instruction

SBC/Q/Scot 2016

Project Reference: **GFY 23/0672**
 Instruction: **26**
 Issue Date:
 Sheet:

As architects, we issue the following instructions	Issued under clause no.	Predicted costs	
		£ omit	£add
Signed			
for			
<i>Amount of Contract Sum</i>		£7,300,000.00	
<i>Approximate value of previous Instructions</i>		£72,323.02	
<i>Sub-total</i>		£7,372,323.02	
<i>Approximate value of this Instruction</i>		£	
<i>Projected Contract Sum</i>		£	
<i>Distribution</i> ☐	<i>Contractor</i> ☐	<i>Employer</i> ☐	<i>QS</i> ☐
☐	<i>Structural Engineer</i> ☐	<i>M&E Consultant</i> ☐	<i>File</i> ☐
			<i>Principal Designer</i> ☐
			<i>Clerk of Works</i> ☐

Question 6

Candidates should refer to **Day One, Question Two Scenario notes** and their **own response** to that question when answering the following question.

Dear Candidate,

Thank you for your input on Monday. It was valuable and has contributed meaningfully to the bid submission. Your input in recommending the procurement route and appointments has been adopted in our bid and **was submitted to the client yesterday as the first in this staged submission.**

We are now required to prepare a fee proposal for the bid, **to be based on your recommendations made on Monday** regarding contract procurement and professional appointments. I appreciate that there are numerous considerations, and therefore your proposal should be comprehensive, factoring in all relevant elements—including the potential risks you identified on Monday. Please note **we cannot change the recommendations now**, it is important we build on our initial stage bid and are not seen to be indecisive in our bid by changing now (to do so will nullify our bid).

Late last night the client provided further information that we believe may affect our fee proposal:

- The fee is to be submitted as a **Lump Sum Fixed Price.**
- GFY will be providing services across all project stages and will remain actively involved in the production of technical information, regardless of the procurement route adopted.
- It is a condition of funding that planning permission must be secured within 12 months of appointment
- Phased occupation required with first phase completed within 18 months of site start and two further phases of similar duration
- A Community consultation strategy must be implemented throughout
- Value engineering workshops required at each RIBA stage
- Post-occupancy evaluation and building performance monitoring for 2 years

Candidate, I need you to undertake the following tasks as I find myself away from my desk today.

- 1 Before you calculate a suitable fee, can you **summarise the activities and stages our fee will need to cover.** You may provide this to me as a bullet-point list or a diagram if that is more convenient. You will need to consider how long these activities will take and

how many team members may be required and confirm the information requirements from our design team that will impact our workflow.

- 2 Based on your list, **prepare our Lump Sum Fixed Price Fee as a table or matrix that outlines the required resources from each member of the GFY team** for the roles defined in my memo to you on Monday, repeated below (we may need multiple members of our team to fulfil some of the roles):

- Lead Designer
- Project Architect
- Principal Designer

The fee must be fully inclusive, covering all RIBA stages and services, reflecting our anticipated role in client liaison and stakeholder management time, profit, expenses, and anticipated disbursements, while also identifying activities involving any element of risk which makes them hard to quantify. Please provide any appropriate covering notes that explain the basis of our fee and outline provisions for risk mitigation. If your recommended procurement strategy from Monday's output includes design and build, or management contracting, the fee calculation should reflect our anticipated role in supporting the contractor during the construction phase.

Question 7

Memo to Candidate from Zainab Rashid (Associate):

Saturday 15 November 2025

In 2021, during the COVID 19 pandemic, a former GFY member of staff was approached by his friend Joe Basik, the owner of 7 Plum Street to prepare Building Warrant drawings for a similar roof upgrade to that which was carried out at 5 Plum Street.

The building and roof could not be surveyed due to COVID restrictions but as the buildings were 'mirror copies' it was decided that it should be possible to prepare drawings that were sufficiently accurate for Building Control.

GFY wrote to Mr Basik offering to prepare a set of Warrant drawings, and to make the Building Warrant application for £3,500 plus VAT*.

GFY were appointed, drawings were prepared & submitted, and the Warrant was granted in November 2022 (delayed due to a backlog in the Cityburgh Building Control Department).

Mr Basik was grateful for our involvement and said that once the building works were complete, he would move into the property or add it to his portfolio of short-term rentals. Our involvement was effectively over.

This morning, however, Joe Basik left a message on my voice mail.

Long story short – the project has been on site for a couple of months. His Contractor, Jack Pollock, has been able to work from our 'Construction Drawings', except for some details which he has had to change; substitution of materials, pitch of a new section of roof, drainage etc. On Friday however Pollock's joiner and the roofing sub-contractor exposed some suspicious looking cementitious sheets and white powder around a flue pipe dating back to the 1970s. They have closed up the section of roof until they '...get instructions from the Architect.'

Mr Basik is looking for advice and is surprised and disappointed that GFY have never attended site. He added that according to the Contractor, our drawings 'lacked proper construction detail'.

It is clear to me that Mr Basik misunderstands that our role on the job finished when the Warrant was granted, so before I contact him I want to be sure of my facts. Please can you do the following:

- 1 **Draft up a list of the issues** raised by our former client both directly and by inference, including but not limited to:

- the obligations of different parties under H&S/CDM (in particular what to do about the 'white powder')
- Building Control involvement beyond the granting of Warrant
- the status and level of detail on drawings etc.

2 **Recommend to me** what action you think GFY should take

Can you then

3 **Draft up a short letter** addressed to Mr Basik from me briefly explaining the situation and suggesting a way forward.

Thanks

Zainab

* Note that there is no definitive mention of GFY assuming the role of Principal Designer in the Letter of Appointment.

Question 8

Memo to candidate: Thursday 6th September.

Dear Candidate,

You recall the chaos on site two weeks ago! The University had received a call from the mechanical sub-contractor to say that they had not been paid in 2 months and that they are not coming back. This explains why the CoW reported that the painters had walked off the site yesterday afternoon. I had a worried call from the University reporting materials such as some windows, a shower pod, light fittings and ceiling tiles were being removed from the building and storage huts. Kornice's site manager, Dougie, tried his best but was not able to stop this! The University have since secured the Heras fencing and installed security to discourage further incidents. Mannars Surveyors took photos and made records. An Administrator has been appointed:

Re: Kornice Construction Limited – in Administration (“the Company”)

Contract: Gannet Hall Refurb

May we advise you that on 20th August 2025, we were appointed in finalising the Company's contractual responsibilities and to realise the benefit of all works executed.

We confirm that the Company is currently not in a position to continue with the works on the above-named Contract and for the avoidance of doubt, the Administrators are in no way adopting the terms of the Contract. Please note that if you terminate the Contract, it will not be possible to Novate it. Further, any obligations upon the Company to comply with any Health and Safety legislation shall also be treated as having ceased to have effect and any appointment of the Company as Contractor and shall also be treated as terminated as at 20th August 2025.

In the intervening period, we would ask that you put in place all necessary insurances and secure the site. We would also stress that no payment whatsoever should be made to any third party for works carried out prior to this date, as this may lead to a situation where any such sums will have to be paid again to the Company. We would also remind you of your duty to mitigate any and all costs incurred at all times.

Cossack & Ramirez

As CA, there is a lot for GFY to get to grips with:

- 1 Can you advise on options for the University, including how we address payment and termination (do we still need to pay Kornice given the circumstances)?

To assist, I've attached an extract of the Minutes from the Progress Meeting held 3 days' ago on Gannet Hall.

Gannet Hall project: extracts of Minutes from Progress Meeting		
Acronyms: UC (University of Cityburgh); KC (Kornice Construction); MS (Mannars Surveyors- QS); GFY (CA & Architects)		
ITEM	SUBJECT	ACTION
2.0	CONTRACT: WEEK 34 OF 45	
2.2	Collateral warranties KC reported a tracker on individual sub-contract warranties for all relevant Contractor Designed elements is being maintained. [On Going].	NOTE
2.5	Performance Bond KC still to issue- carrying out a final check; this will be held by UC until Practical Completion. [On Going]	KC
10.0	FINANCE/COSTS	
10.1	Certificates & Valuations GFY confirmed issue of Interim Certificate no. 8 dated 21 st August. GFY confirmed the next valuation; no. 9 is due by 9 th September.	NOTE

- 2 I want to be able to advise the University on how we can move on from here, (a) provide me with key considerations in appointing a new contractor to complete the unfinished works in terms of the contractual position & (b) options for the University covering aspects such as, how would they cost it, and timescale implications in appointing a new contractor?
- 3 We picked Kornice up on defects recently such as the defective light fittings.
(a) how would different types of defects be dealt with contractually (the University are keen for the same sub-contractors to be kept on board) and
(b) how would this work?

Kind regards

John

END OF DAY 2 PAPER