

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

2021/22 PRACTICE PAPER

Day 1: Monday, 22 November 2021

Questions 1 to 4

(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
Monday, 22 November as per separately issued instructions**

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QUESTION 1

Answers to Questions 1.1 and 1.2 should be brief – indicatively, around 200 words for each.

- 1.1** Where a practice has been appointed to co-ordinate design team input, list the potential consequences and associated risks of the practice failing to undertake that coordination effectively.

(The question presumes a traditional building contract and a standard appointment using RIAS Scottish Conditions of Appointment of an Architect SCA/2018.)

- 1.2** Outline an architectural practice's responsibilities regarding its Health and Safety Policy and explain why such a policy is important.

In answering questions 1.1 and 1.2, 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 2

Email from John Young (Partner, GFY Architects) to Candidate

Subject: 2112: Tunnock Glen Equestrian Ltd: New Equestrian Centre & House.

Date: 22. 11. 2021

From: jyoung@gfy-arch.co.uk

To: candidate@gfy-arch.co.uk

Dear Candidate

Further to my recent discussions with Mrs Wishaw, Proprietor of Tunnock Glen Equestrian, regarding our appointment to provide full architectural services on the above, I have just received the attached letter.

Please can you consider the implications of this and give me your thoughts on the letter, including each of its points, as brief notes?

Thank you.

John Young

Partner

GFY Architects

LETTER RECEIVED FROM MR WISHAW:



Tunnock Glen Equestrian Ltd

Proprietor: Mrs J. Wishaw 01234 987654 TGEL@gmail.com

GFY Architects

22 November 2021

Geddes House

1 Union Street

Cityburgh

CB1 9RW

Dear Sirs,

NEW EQUESTRIAN CENTRE & HOUSE.

I understand that you have been in conversation with my wife, June, and that she is keen that you are appointed as architects for the project. I would now like to formalise this, including incorporation of the following points:

1. You mentioned using the RIAS standard appointment. My lawyer is not too happy with this document and is going to suggest considerable amendments to it. I'll let you know about these in a month or so.
2. We don't know what we need in the way of other consultants, so we will leave selection and appointment of these to you.
3. June said that you discussed a fee based on 4.5% of the construction cost. This seems rather steep. Is this normal? Does this include the other consultants' fees?
4. Friends of ours recently completed a similar project at Tumblehill. Their design team included a 'Principal Designer', who apparently interfered with the design and the specification of materials, to some cost. Not sure what they are meant to do, so we won't want one of these.
5. I understand that you charge fees at the end of each work stage, but we will require these to be conditional on your achievement of Planning Permission, Building Warrant and building handover, each on programme. Indeed, we may require your

appointment to include a penalty clause for late handover. This should provide an incentive for you not to entertain any delay-related claims by the builders.

6. As you are aware, Sportscotland will be funding the equestrian centre, while June will be funding the new house. Obviously, we would want you to load the tendering onto the equestrian elements and reduce the cost of the house.
7. The previous owner has advised us that the entire site consists of peat, 1-2 metres deep, being part of the Tunnock Moss. As part of the site preparation works, we want you to arrange for the whole site area, including the arenas, paddocks and fields, to be stripped of peat, so that we can sell it.
8. Regards your services for 7. above, we could treat this as a separate appointment and pay you in cash, to avoid paying VAT. Just a bit of a sweetener for you!
9. Our neighbour, Mrs Buchan, at Tunnock Cottage has taken to walking her dog along the track across the west paddock. When the time comes, I want you to ensure that the contractor fences-off this area to deter Mrs B, even if the paddock is not part of the construction site.

Please can you confirm your agreement to these points.

Regards,

Marius Wishaw.

Tunnock Glen Equestrian Ltd. Company Number: SC246810. Registered address: Old Mill Road,
Uddingston.

Managing Director: June Wishaw. Company Secretary: M. Chuzzlewit.

QUESTION 3

Email from Paul Moore (Partner, GFY Architects) to Candidate

Subject: JXZ Developments Ltd. – New Project

Date: 22. 11. 2021

From: pmoore@gfy-arch.co.uk

To: candidate@gfy-arch.co.uk

Dear Candidate

JXZ Developments Ltd. contacted me at the beginning of the week about their new project. It's clear that they are excited to be venturing into commercial development for the first time and are pushing on. They have a development plan that would see the top floor converted as a gymnasium with the intermediate floors for office use (they already have a number of tenants lined up). Their instruction is to submit a Change of Use planning application for the ground floor of the building to cover the new restaurant use. They see our remit as being small on this one.

I've just returned from visiting the building. My initial assessment is that the scope is much bigger than the client thinks.

I noted the following while on site:

- The ground and basement floors are a hive of activity, with various tradesmen on site. The client has elected to run a separate trades programme - they are carrying out strip-out works and upgrading of the existing basement toilets. There was no person in charge or obvious site management in place, with limited use of PPE.
- I noticed that some of the existing front elevation window openings were in the process of being widened at street level to create larger screens opening up to the pavement.
- One of the construction workers on site mentioned that they will be shortly moving on to the top floor to progress works in preparation for the gym fit-out.

I think we need to bring the client in for a discussion on the scope of the project and to review what our potential input could be. They seem to be oblivious to the technical challenges and see it as mainly minor interior alterations, with elements of building repair.

Please highlight the points that we should be bringing up at the meeting, focussing on the following:

- Statutory consent position.
- Technical implications of sub-division.

What would be our best advice in terms of the scope of our appointment?

Thank you.

Paul Moore

Partner

GFY Architects

QUESTION 4

Email from Jill Kahn (Partner, GFY Architects) to Candidate

Subject: Stoneybridge Housing Estate

Date: 22. 11. 2021

From: jkahn@gfy-arch.co.uk

To: candidate@gfy-arch.co.uk

Dear Candidate

Frank of Stoneybridge Developments, a valued client, met me and raised several issues regarding the Stoneybridge Housing Estate development that require a positive and tactful response.

We completed an earlier housing development of 32 units with Frank in 2017, which was successful. I have extracted the previous fee schedule for that project, which is attached.

Frank suggested/intimated the following:

- That, as we are using the same house types as the previous scheme, we should not be paid for designing them again. He has proposed that we remove the fee for the house type design.
- He is happy with the general masterplan and the repeat fee.
- That, as we have all the details for the house types, the production information section can be removed.
- That the construction period can be removed and replaced with a single final inspection of each house as they know what they are doing now. They are not going to be using a warranty and insurance scheme like they did the last time with NHBC - it was very expensive. He has suggested £400 per house would be sufficient, which would include an RIAS Inspection Certificate Final and a Collateral Warranty for each new homeowner.
- He will use the marketing information from the previous site.

I would like you to prepare a letter in response to Frank.

In that letter, can you reason out what you think the fee might be adjusted to be? I do not want a lengthy fee resource calculation confusing him.

Please also address in the letter any risks or specific liabilities you believe we should be concerned with. In addressing the collateral warranties and the reduced services

proposed, please bear in mind that this is a job that we want and a client we wish to continue to work with.

Thank you.

Jill Kahn

Partner

GFY Architects

PROPOSED FEE:	Architectural Consultancy	
	£15,000 per House Type (x4)	£60,000.00
	£15,000 Development of Masterplan. (x1)	£15,000.00
	£1,000 Per additional house (x28)	£28,000.00
	Total	£103,000.00
	The above fees include reasonable expenses but exclude VAT.	

PAYMENT OF FEES:	Fees will be chargeable as follows:		
	<u>Architecture</u>		
A/B	Appraisal/ Design Brief	5%	£ 5,150.00
C	Concept Proposals	15%	£15,450.00
D	Design Development	15%	£15,450.00
E	Technical Design	15%	£15,450.00
F	Production Information	15%	£15,450.00
K	Construction	35%	£36,050.00
	TOTAL	<u>100%</u>	£103,000.00
M	Sales Information		N/A
	(32 x £90.00)		£2,880.00
			£105,880.00

TERMS:	Accounts to be settled 30 days from Date of Invoice.
	Accounts outstanding after 30 days will be subject to interest at 5% over Bank Base Rate.

END OF PAPER (DAY 1)