

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

2021/22 PRACTICE PAPER

Day 2: Wednesday, 24 November 2021

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, 24 November as per separately issued
instructions**

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 5

Answers to Questions 5.1 and 5.2 should be brief – indicatively, around 200 words for each answer.

- 5.1 What are the factors and issues that a practice should consider in deciding whether or not to take on a commission for a residential tower block refurbishment that includes cladding enhancement?
- 5.2 A client is keen to engage a contractor to carry out specialist ornate carpentry repairs to their Category A listed property. However, the successful contractor has confirmed that they will not be able to start the works until at least November 2022. The client is keen to secure the contractor and has suggested that they award the contract now and then negotiate the contract sum with the contractor nearer the time that the works commence i.e., November 2022.

Please list the potential risks and benefits associated with negotiating a contract in that way.

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 Practice Examiners as plagiarism.

QUESTION 6

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

Subject: Lewis Arcades Ltd: Refurbishment Valuation

Date: 24. 11. 2021

From: jkahn@gfy-arch.co.uk

To: candidate@gfy-arch.co.uk

Dear Candidate

I have just had an irate telephone call from Mr Lewis the MD of Lewis Arcades Ltd. regarding the latest valuation for the refurbishment works to their head office. I think Mr Lewis is still angry from the partial extension of time award we made a few months ago for Build Right Ltd.

I know that you have been working with John Young on this project. As John is currently on holiday, I am hoping that you will be able to look at a few things on this project as I said that I would have a look into this and call Mr Lewis back.

Mr Lewis thinks we have overvalued the works on site this month and is refusing to release the money stated in our interim certificate that has been issued. He has ripped up Build Right's invoice.

I know that you were on site with John last week, but Mr Lewis says that the restoration of the windows shouldn't have been included in the interim certificate as the works have been carried out really poorly. Mr Lewis mentioned that, within the breakdown of the valuation, £150,000.00 (£150K) has been certified for the windows. He thinks we've gotten this wrong and it's more like £15,000.00 (£15K) that should have been certified! Given the overall construction costs is around £2,000,000.00 (£2M), this does seem quite high, but I don't know the same detail of the project as you and John do.

Mr Lewis has been on site and compared what we have valued with the works done on site. He thinks that we have certified works that haven't been carried out. He e-mailed me over some photos and I must say it does look like very little work has been done on the windows and in some cases the work that has been carried out is pretty poor quality.

I quickly checked the job file and I can see that we have agreed exactly with the breakdown of works provided by Build Right as part of their payment application, which is exactly the same as the figures valued by UG Partnership and we haven't adjusted any figures for our interim certificate. I also noted that our interim certificate has been issued to all parties and that the date of issue of the certificate means that we are out of time to issue a pay less notice, if we think the works have been overvalued.

I wasn't able to find a copy of the Building Contract. Please find that and set out the following for me in a memo:

1. What process should we have undertaken to ascertain the value of the works claimed for in this valuation for our interim certificate?
2. What do we do if the works have been over-certified?
3. What can we do about the poor workmanship?
4. How do we persuade Mr Lewis to release the payment to Build Right and, if we can't, how do we explain to Build Right that they might not get paid?

Thank you.

Jill Kahn

Partner

GFY Architects

QUESTION 7

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

Subject: Principal Designer to Hammer and Nail Construction Ltd.

Date: 24. 11. 2021

From: pmoore@gfy-arch.co.uk

To: candidate@gfy-arch.co.uk

Dear Candidate

We are now one month until completion of the ferry terminal and Hammer and Nail Construction Ltd have asked us to prepare a final draft of the Health and Safety File.

- a) I have a meeting with the contract manager tomorrow to agree the contents of the H&S File. Mr Lee has supplied me with his normal contents list (see attached) and asked that we approve and work to this given this is a design and build project. This helps us a lot as we have been neglecting our PD duties of late. Can you review this to make sure it includes everything relevant as I do not want to miss anything out? Please outline for me specifically why you may feel something is missing or should not be included.
- b) When I meet Mr Lee, he will outline to me for our approval his method statement for cleaning the chemical spill on the departure gate floor. Is there anything I should be particularly aware of here?
- c) Lastly, Mr Lee has also asked us to approve their final Construction Phase Plan to be included in the file – he will hand me a paper copy tomorrow. What should we be focussing on here?

An email response to all this will be fine. I am unsure what his rush is, after all the file does not need to be ready until the end of the rectification period.

Thank you.

Paul Moore

Partner

GFY Architects

Hammer and Nail Construction Ltd

Health and Safety File

Contents List

1. Pre-Construction Plan.
2. Schedule of Consents and Design Approvals.
3. Contract and Appointments.
4. Designer's Risk Assessments.
5. Contractor's Method Statements.
6. Minutes of Toolbox Talks.
7. Construction Phase Plan.
8. Residual hazards not eliminated through design and construction and how addressed.
9. Design calculations.
10. Hazardous materials used in construction and location.
11. Fire Alarm test certificate.
12. Electrical test certificate.
13. Building Energy Management system commissioning certificate.
14. Crane and hoist lifting gear testing certificate.
15. Safety ring bolt test certificates.
16. Health and Safety information about cleaning or maintenance equipment.
17. As-built drawings of building, plant and equipment, including means of safe access to and from service voids and fire doors.
18. Asset Register.

QUESTION 8

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

Subject: Valleyhawk Development Company – Copyright Management Agreement

Date: 24. 11. 2021

From: jyoung@gfy-arch.co.uk

To: candidate@ gfy-arch.co.uk

Dear Candidate

When we took this appointment on our client, Valleyhawk Development Company, asked us to sign a Copyright Management Agreement that transferred the legal and moral rights for the copyright of the design from us to them – which we did for the nominal sum of £1 (one pound). Valleyhawk wanted us to do that so that they could re-coup their costs if they did not proceed with the development but another developer wanted to. Valleyhawk has been generally lacking in communication since planning was granted and knowing them, I suspect they would want recompense to cover all of their professional and legal costs involved to date, once they hear someone else is interested.

We have now been approached by Hotel and Spa Developments Ltd. which has agreed with the council to purchase and take on the development. They have asked us to provide architectural services to take it forward and are happy to implement the original design. They assume that we hold the copyright for the design and they want to move forward quickly.

The existence of the Copyright Management Agreement means that there are a number of questions:

- Can we continue to work on this project with Hotel and Spa Developments unhindered and without recourse to Valleyhawk Development Company in terms of the current design?
- Does the fact that Planning Permission and Listed Building consent have been granted and the owner of the building is the same mean that the copyright follows the building?
- If we do go back to Valleyhawk Development Company and clarify the position, what do you think should be our strategy, and what do you think would be suitable recompense to regain the right of copyright in the proposal?
- If Valleyhawk are unreasonable and we choose to proceed without addressing the agreement, how much of a change to the design would be required to avoid infringing the copyright?

I would be pleased to hear your thoughts on this.

Thank you.

John Young

Partner

GFY Architects

END OF PAPER (DAY 2)