



South African Council
for the Architectural Profession

PROFESSIONAL PRACTICE
EXAMINATION
OCTOBER 2022

PAPER 2

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- Candidates are required to answer **ALL** the questions.
- Questions must be answered in **SEQUENCE**. Ensure that your answers are clearly **NUMBERED**.
- This is a **CLOSED BOOK** paper. No notes, supplementary documents or online referencing is permitted.
- All answers must be **in your OWN words** where appropriate.
- Where answers are duplicated between candidates, plagiarised, or copied, **ZERO** marks will be granted.
- Take note that duplicated, plagiarised and/or copied answers may be subject to further investigation, penalties and/or disciplinary action.
- Total marks for paper one – **150 marks**
- Pass mark – a minimum of **50%** in each of the two papers
- Time allocation – **3 hours**

QUESTION 1

20 marks

1.1	Explain the difference between the phrases " calendar days " and " working days ".	(3)
1.2	Provide the definition of the word " agent " when used in legal terminology.	(5)
1.3	Provide the definition of the word " delict " as it relates to South African law.	(4)
1.4	Provide the definition of the phrase " critical path " when used in the context of a project program.	(4)
1.5	Provide the definition of the phrase " free issue " when used in the context of a building agreement.	(4)

QUESTION 2

10 marks

Select the correct answer to the following questions by providing only the corresponding letter(s)

2.1	Which of the follow is not regarded as an alternative dispute resolution method.		(2)
	Select ONE (1) from the following list (2 marks)		
	A	Settlement	
	B	Mediation	
	C	Adjudication	
2.2	In terms of the JBCC Principal Building Agreement, the contractor becomes liable for penalties if the date for _____ has not been reached.		(2)
	Select ONE (1) from the following list (2 marks)		
	A	final completion	
	B	interim completion	
	C	practical completion	

	D	sectional completion	
	E	intermittent completion	
2.3	Who is responsible for obtaining the Occupation Certificate of a building? Select ONE (1) from the following list (2 marks)		(2)
	A	principal agent	
	B	local authority	
	C	contractor	
	D	specialist consultant	
	E	employer	
2.4	The client delayed the contractor by failing to arrange for the delivery of "free issue" handcrafted mosaic tiles that were salvaged from a demolished heritage building. Select the TWO (2) outcomes of the contractor's claim for a revision of the date for practical completion from the following list (1 mark each)		(2)
	A	contractor entitled to a revision of the date for practical completion	
	B	contractor not entitled to a revision of the date for practical completion	
	C	contractor entitled to an adjustment to the contract value	
	D	contractor not entitled to an adjustment to the contract value	
2.5	The contractor was delayed because the supplier made an error with the colour of aluminium window frames that was specified and these had to be remanufactured. Select the TWO (2) outcomes of the contractor's claim for a revision of the date for practical completion from the following list (1 mark each)		(2)
	A	contractor entitled to a revision of the date for practical completion	
	B	contractor not entitled to a revision of the date for practical completion	
	C	contractor entitled to an adjustment to the contract value	
	D	contractor not entitled to an adjustment to the contract value	

QUESTION 3

35 marks

Over the past two months, you have been working on the design concept of a new apartment block for Furoré Properties in Umhlanga, KwaZulu-Natal. The project has progressed very well and Furoré Properties' representative, Mr Enrico Dubiouso confirmed the successful completion of work stage two. You submitted your latest invoice for this work which was duly paid in full by Furoré Properties. Yesterday, you received the following email from Mr Dubiouso:

Dear Zileena,

I want to personally thank you for the excellent work that you have done on the design on this exciting project thus far! Last week, I had a meeting with our team at Furoré Properties and it was mentioned that we should explore some options on the way forward. Furoré has been working with Augustine Construction Incorporated for many years now, and we are considering appointing them on this project. They have an in-house team of professional consultants – including a very experienced architectural technologist.

Would you be prepared to collaborate with Augustine Construction and be employed by them on a contract basis for the remainder of the project? This will mean that their architectural technologist will complete work stages three and four, and that you will act as the principal agent and administer the JBCC Principal Building Agreement during work stages five and six.

I look forward to your response.

Kind regards,

Enrico Dubiouso

3.1	1.	Identify the type of construction contracting strategy that is now being proposed.	(2)
	2.	Describe how this is different from the "traditional" construction contracting strategy.	(5)
3.2	1.	Identify whether it either <u>would</u> or <u>would not</u> be advisable to agree to act as the principal agent while being directly employed by the contractor.	(2)
	2.	Provide an explanation for your answer.	(5)
<p>You were appointed by Wiseline Communication (Pty) Ltd to provide the standard scope of architectural services for the construction of a new five storey office building in Benoni. A month ago, Olympiana Projects was appointed as the contractor for the project in terms JBCC Principal Building Agreement. Yesterday, you carried out an inspection and held a brief meeting on site in preparation for the site handover that is scheduled to take place next week. Wiseline Communication's representative, Ms Francesa Mahlangu, was out of town and therefore Mr William Curmudgeon attended the meeting on her behalf. He subsequently sent you the following email:</p>			
<p><i>Dear Archi,</i></p> <p><i><u>RE: yesterday's meeting regarding next week's site handover to Olympiana Projects</u></i></p> <p><i>I was not even aware that Olympiana Projects was appointed as the contractor for this project! In order to ensure that all protocols were followed, please outline the steps that were taken by the professional team as part of the evaluation of the tender offers that were received.</i></p> <p><i>A report of our meeting must be prepared for Ms Mahlangu and I would appreciate the details of <u>exactly</u> what has been carried out and what must still be done as part of this site handover (if anything).</i></p> <p><i>When I got back to our offices, I had an opportunity to review the construction drawings and documentation for the first time. As Chief Accountant, I am intimately involved with the budgeting for the next year and would therefore like you to implement the following "cost saving" modifications on the project:</i></p> <ol style="list-style-type: none"> <i>1. Omit all acoustic wall panelling in the entrance lobby: this is an unnecessary extra.</i> <i>2. Omit the access flooring in the server room: the cabling for IT and data must rather be placed in partitions.</i> <i>3. Omit the lift from this project: we can install it later when the funds are available.</i> <p><i>Please attended to these changes <u>urgently</u> before construction begins.</i></p> <p><i>Yours faithfully,</i></p> <p><i>William Curmudgeon</i> <i>Chief Accountant: Wiseline Communications (Pty) Ltd</i></p>			
3.3	Identify FIVE (5) steps that would typically have been taken by the professional team as part of the evaluation of tender offers for the project (1 mark each).		(5)
3.4	Identify FOUR (4) actions that would typically be required as part of the site handover of a project (1 mark each – 4 marks total).		(4)
3.5	Describe the possible implications of each of the three "cost saving" modifications required by Mr Curmudgeon (4 marks per item – 12 marks total).		(12)

QUESTION 4

20 marks

4.1	Describe the differences between a direct contractor and a nominated subcontractor.	(8)
4.2	1. In your own words, explain the difference between a "defect" and a "latent defect" in construction and provide an example of each (4 marks for the explanation PLUS 1 mark for an example of each – 6 marks total).	(6)
	2. Describe the steps that would be taken in order to address defects and latent defects in terms of a construction contract (3 marks each – 6 marks total).	(6)

QUESTION 5

30 marks

Acting on behalf of the governing body of LearnTopia Private School, the Head Teacher, Ms Felicia Pricely, appointed Mr Martin Young, a recently registered architectural professional, to provide the standard scope of architectural services for the construction of a student residential unit for the school. Due to the limited funds available for the project, it was agreed that a quantity surveyor would not be appointed during construction, and that Mr. Young would carry out valuations and issue monthly interim payment certificates in accordance with the obligations of principal agent.

LearnTopia appointed Flying-Bye Construction as the contractor for the project in terms of the JBCC Principal Building Agreement. During the third month of construction, Ms Pricely contacted Mr Young in a panic: the governing body had discovered that the amounts certified and duly paid to Flying-Bye Construction over the first two months of the project add up to a total of more than 70% of the contract sum. This was despite the fact that less than 15% of the construction works had been carried out, with a further seven months of the construction period remaining.

5.1	1. Identify and describe TWO (2) risks that may be faced on the project as a direct result of this situation (2 marks each – 4 marks total).	(4)
	2. For each risk identified, describe what would be the most likely outcome of the project (2 marks each – 4 marks total).	(4)
	3. Describe the steps that may be taken to mitigate the impact of each of these risks on the project (3 marks for each risk – 6 marks total).	(6)

Mr Young chose to ignore the potential risks faced on the project because he believed that the first two payment certificates were correct as he used the exact amounts claimed by the contractor.

5.2	In terms of the JBCC Principal Building Agreement, describe why Mr Young was incorrect in his reasoning.	(4)
5.3	Aside from the issuing of interim payment certificates, describe TWO (2) further obligations of the principal agent as part of the JBCC Principal Building Agreement (3 marks each – 6 marks total).	(6)
5.4	Identify SIX (6) common causes for the failure of construction projects (1 mark each)	(6)

QUESTION 6

20 marks

6.1	After three weeks of working as a candidate architect at an architectural practice in Hyde Park in Johannesburg, Arabella was issued with a set of business cards that describe her as "Project Architect".	
	1. Describe why Arabella should not agree to this title.	(3)
	2. Provide the name of the document that restricts the use of this title.	(3)
	3. Name the alternative title that would be preferable.	(2)
6.2	A few days later, Arabella's employer plans to go on holiday for five weeks and informs her that she will be required sign contract instructions and payment certificates for a project that makes use of the JBCC Principal Building Agreement while she is away.	
	Discuss the implications that this may have on the following:	
	1. The contract administration of the project.	(4)
	2. The liabilities of the practice.	(4)
	3. Arabella's own future professional career.	(4)

QUESTION 7

15 marks

7.1	The architectural professional can implement methods and procedures that will assist in avoiding disputes.	
	Provide FIVE (5) procedures that you would consider to be the most important (1 mark each – 5 marks total)	(5)
7.2	Identify the type of dispute resolution that would apply to the following statements:	
	1. The proceedings followed in this dispute resolution are similar to regular litigation as the decision taken is final and binding.	(2)
	2. What would the next step be to consider if the first attempts by a party to negotiate a resolution upon a dispute is unsuccessful?	(2)
	3. In a certain dispute solution, the decision is considered to be final and binding. This means that the decisions made are not permitted to be reviewed by a court, unless specifically agreed to by the parties. Which dispute resolution is being referred to?	(2)
	4. Resolving disputes in this manner, is usually unsatisfactory as the proceedings are typically more costly and technicalities in the construction industry is normally not well known by the party considering the claims and complaints.	(2)

	5.	This method of dispute resolution is similar to arbitration in that an independent third party is appointed to evaluate the dispute and issue a decision.	(2)

end of examination paper two