



South African Council for the Architectural Profession
PROFESSIONAL PRACTICE EXAMINATION
MAY 2021
PAPER 2

- Candidates are required to answer **ALL** the questions.
- Questions must be answered in **SEQUENCE**. Ensure that your answers are **NUMBERED**.
- This is an **OPEN 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
- 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 Describe the objective of the Occupational Health and Safety Act (93 of 1993). **(4)**
- 1.2 Provide the full name, number and year of publication of the Act that was established to protect our natural environment for the present and future generations. **(3)**
- 1.3 Provide the full name of the entity responsible for promoting and maintaining the local standards of the construction industry. **(3)**
- 1.4
1. Provide the full name of the government agency that has direct input into the contents of the Identification of Work policy in South Africa. **(2)**
 2. Describe **THREE (3)** objectives of the Identification of Work policy (*2 marks each*). **(6)**
- 1.5 Provide the name of the written laws made by Parliament. **(2)**

QUESTION 2

22 marks

- 2.1 Inzhenir Internats (Pty) Ltd is a European-based engineering consultancy practice who have approached your architectural practice to collaborate on several potential projects.
- 2.1.1. Identify the locally developed suite of standard form professional service agreements that would be most suitable for your potential projects. **(2)**
- 2.1.2 Provide **TWO (2)** reasons to motivate for your choice (*2 marks each*) **(4)**
- 2.2 Other than the Joint Building Contracts Committee (JBCC) Suite of Agreements, identify **TWO (2)** other standard form contracts that are suitable for construction projects in South Africa (*2 marks each*). **(4)**
- 2.3 Identify **THREE (3)** factors to consider when modifying the clauses of a standard form construction contract (*2 marks each*). **(6)**

Inzhenir Internats (Pty) Ltd are considering providing a complete building to a specific client by appointing a single contractor to design and construct the works.

- 2.4 Which construction contracting strategy would be most suitable for this project? **(2)**
- 2.5 2.5.1. What is the relationship between the client and a construction manager that is appointed to oversee the work of "trade contractors" with individual construction contracts? **(2)**
- 2.5.2. What must the client provide when appointing the construction manager to enact this relationship? (1 answer for 2 marks each) **(2)**

QUESTION 3

12 marks

- 3.1. Clients often expect the architectural professional to manage all items relating to their project to their expectations. Name THREE (3) fundamental questions to ask when compiling as risk assessment for a proposed project. **(3)**
- 3.2 3.2.1. Aside from time, name the THREE (3) other factors that contribute towards the balance quadrant on every construction project (1 mark each) **(3)**
- 3.2.2. Describe how a reduction in time would affect each of these factors (2 marks each) **(6)**

QUESTION 4

15 marks

- 4.1 In your own words, explain the following terms or concepts concerning the architectural profession and construction industry:
- 4.1.1. Cadastral Line (for 2 marks) **(2)**
- 4.1.2. Free Issue (for 2 marks) **(2)**
- 4.1.3 Site development plan (for 3 marks) **(3)**
- 4.1.4 Rational assessment (for 3 marks) **(3)**
- 4.1.5 Mora (for 2 marks) **(2)**
- 4.1.6 Defect liability period (for 3 marks) **(3)**

- 5.1 You have been appointed by John Botha as Principal Agent to administer the JBCC Principal Building Agreement, Edition 6.2 - May 2018 during stage 5 for the construction of a three-storey housing block.
- 5.1.1 Explain in your own words why you believe the JBCC and other standard forms of construction contracts must be utilised during the construction process? (for 4 marks) **(4)**
- 5.1.2 In your own words, explain the Principal Agent's responsibilities concerning certifying payment certificates on the project. (for 3 marks) **(3)**
- 5.1.3 List four (4) types of certificates, according to the JBCC Principal Building Agreement, that the Principal Agent will be responsible to complete during the construction stage. **(4)**
- 5.2 Mr Botha has indicated that he would like to extend the balconies of the first and second floor units by 120mm.
In your own words explain to the client what would be required from the following affected parties, to ensure that the changes are executed correctly and without future issues
- 5.2.1 Architect (for 2 marks) **(2)**
- 5.2.2 Engineer (for 2 marks) **(2)**
- 5.2.3 Quantity surveyor (for 2 marks) **(2)**
- 5.2.4 Principal Agent (for 2 marks) **(2)**
- 5.2.5 Contractor (for 2 marks) **(2)**
- 5.3 In your own words provide FOUR (4) alternative examples of contract instructions, which could be issued by the principal agent according to the JBCC Principal Building Agreement, Edition 6.2. (2 marks per answer, for a total of 8 marks) **(8)**
- 5.4 The client, Mr Botha, has now asked if it will be an option to rather extend the balconies by 1m. Note that the contractor's work is already a bit behind schedule.
In your own words explain to the client, why, in terms of the JBCC Principal Building Agreement, it might not be advisable to make substantial changes to the current design with specific reference to the following:
- 5.4.1 Quality and programme of work to date (for 2 marks) **(2)**
- 5.4.2 Impact on the penalty clauses and delays (for 3 marks) **(3)**

6. You have been appointed by Mr Jones Davidson to act as Principal Agent during the construction of his new residence.
Mr Davidson noted that there is a Contract Sum and Current Contract Value indicated on the Payment Certificate.
- 6.1 In your own words, explain to Mr Davidson what the following amounts represent:
- 6.1.1. Contract sum (for THREE (3) marks) **(3)**
- 6.1.2. Current Contract Value (for THREE (3) marks) **(3)**
- 6.2 The client, Mr Davidson, has noted that there is a security adjustment indicated
- 6.2.1 In your own words explain to the client, how the security adjustment will be calculated and the validity thereof, if a fixed guarantee was agreed upon between the contractor and the client in the Contract Data (for FOUR (4) marks) **(4)**
- 6.2.2 If this is the third payment certificate, how much has the security been reduced if the variable method was chosen in the Contract Data? Motivate your answer. (for 2 marks) **(2)**
- 6.3 Explain to Mr Davidson what the difference is between the Construction Guarantee and a Guarantee for the Advanced Payment
- 6.3.1 Guarantee for Construction (for 2 marks) **(2)**
- 6.3.2 Guarantee for Advanced Payment (for 2 marks) **(2)**
- 6.4 Mr Davidson asks that you explain why he needs to pay for materials that have not yet been delivered to his site. He also has queries on other items included in the payment certificate. He asks you to help him understand some of these items.
- 6.4.1 When does the material purchased by the contractor or subcontractor, become the property of the employer? (for 3 marks) **(3)**
- 6.4.2 In your own words, give FIVE (5) instances in which the contractor would owe the client an amount. Also, state the relevant clauses. (ONE (1) mark per answer and ONE (1) mark for the clause; for a TOTAL of 10 marks)" **(10)**

QUESTION 7

12 marks

- 7.1 Mrs Navi Pillay has appointed you to act as the Principal Agent during the construction of her new nail salon.
- 7.1.1 The client has opted for Adjudication as an alternative dispute resolution method. (2)
Should the contracting parties not specify a body to nominate the adjudicator, and what actions should be followed to solve the dispute?
- 7.1.2 According to the JBCC Principal Building Agreement, can the same arbitrator be appointed to act as the adjudicator, if the parties are unable to resolve the dispute through arbitration? Please refer to the relevant clause of the JBCC (1 mark for the answer and 2 marks for the relevant clause; for a total of 3 marks) (3)
- 7.2 According to the JBCC, in your own words, provide a list of FOUR (4) of the items that must be included in the notice of adjudication by the referring party? (1 mark each; for a total of 4 marks) (4)
- 7.3 The Client has declared a dispute with you as the professional. As the contracting parties have agreed to adjudication on the JBCC Principal Building Agreement, the client feels that it should apply to your dispute as well. Explain to the client what the requirement would be for alternative dispute resolution between you and him/her. (3)

QUESTION 8

6 marks

- 8.1 When considering the scenarios below, choose the correct statement (2 marks per question).
- 8.1.1 You were appointed by Mr John Lochner to design his beach house. You have only been appointed up to stage 4.2, as he would prefer a local architect to submit the plans and oversee the construction. (2)
- a) This situation is considered a breach of copyright
 - b) This situation is not considered a breach of copyright
 - c) This situation is only a breach of copyright if Mr Lochner did not pay you
 - d) This situation will be acceptable if Mr Lochner included you in Stage 6 of the project
 - e) This situation would be acceptable if you were employed by a company
- 8.1.2 Mr Lochner decided to launch a competition for the beach house design (2)
- a) The Copyright Act supports the use of various architectural practices to make design proposals for a project, without a fee, for the developer to use as he wishes
 - b) The Copyright Act supports the use of various architectural practices to obtain ideas for the project for Mr Lochner to use if he wishes
 - c) The Copyright Act allows the copying of an employee's work by the architectural company employing him/her
 - d) The Copyright Act governs the work conditions of an employee
 - e) The Copyright Act allows for re-building a house that has been damaged in a fire, provided that not more than 20% of the original plan of the house be altered

8.1.3 Mr Lochner indicates that he heard that you may permit him to use your work (2)

- a) Copyright can be assigned by the author to another person if that person is his employee
- b) A licence is an oral grant of right to another professional to use his/ her work
- c) When issuing a licence of copyright one may stipulate conditions
- d) One can assign copyright to another person, but it is not allowed to include conditions as there is no way for the originator to enforce the conditions
- e) Copyright protects you against the reproduction of the original document, but not against the adaption of the essence of the original graphical material

TOTAL 150