



- 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.
- Candidates must take note of the mark allocation of each question in order to provide enough information in their answer.
- 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 two - **150 marks**
- Pass mark - a minimum of **50%** in each of the two papers.
- Time allocation - **3 hours**

QUESTION 1 - Definitions

20 marks

1.1 List FOUR (4) aims of the Labour Relations Act (66 of 1995). (4)

1.1	1.1.1 The Labour Relations Act 66 of 1995 intends:	(1)
	<ul style="list-style-type: none">• to change the law governing labour relations and, for that purpose-• to give effect to section 27 of the Constitution; ✓• to regulate the organisational rights of trade unions; ✓• to promote and facilitate collective bargaining at the workplace and at sectoral level; ✓• to regulate the right to strike and the recourse to lockout in conformity with the Constitution; ✓• to promote employee participation in decision-making through the establishment of workplace forums; ✓• to provide simple procedures for the resolution of labour disputes through statutory conciliation, mediation and arbitration (for which purpose the Commission for Conciliation, Mediation and Arbitration is established), and through independent alternative dispute resolution services accredited for that purpose; ✓• to establish the Labour Court and Labour Appeal Court as superior courts, with exclusive jurisdiction to decide matters arising from the Act; ✓• to provide for a simplified procedure for the registration of trade unions and employers' organisations, and to provide for their regulation to ensure democratic practices and proper financial control; ✓• to give effect to the public international law obligations of the Republic relating to labour relations; ✓• to amend and repeal certain laws relating to labour relations; ✓ and• to provide for incidental matters. ✓	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)

1.2 What would the following actions typically have in common when used within a contract or an agreement?

"advise"; "appoint"; "approve"; "authorise"; "certify"; "consent"; "decide"; "delegate"; "designate"; "instruct"; "issue"; "notify"; "object"; "reply"; "request"; "specify"

1.2	<p>All these actions must be conducted in writing. ✓ Reference: SACAP Guidelines Professional Fees JBCC Principal Building Agreement PROCSA Suite / SAIA Client-Architect Agreement</p>	(2)
1.3	<p>Define the phase “critical path” as used in a project management program</p> <p>Any 4 of the section below: The path is defined as a sequence of connected events (1) ✓ which flow from the start to the end of a project. (1) ✓ The time necessary to cover these paths is the sum of the time corresponding to each of the tasks involved. (1) ✓ The critical path is the path that requires the longest period of time (1) ✓ to progress from start to completion (1) ✓ and indicates the minimum timeframe required to complete the entire project.(1) ✓</p>	(4)
1.4	<p>Define and elaborate on the meaning of the word "dispute" when used in a contractual arrangement.</p> <p>Contract disputes are <u>disagreements</u> between the parties to a contract. This occur when one party fails to fulfil their obligations (1) ✓ under the contract, or when the parties disagree over the meaning of a contractual term, (1) ✓ obligations (1) ✓ or rights outlined in the contractual arrangement. (1) ✓</p>	(4)
1.5	<p>Define the word “zoning” with reference to the local authority.</p> <p>The category regulating the development of land (1) ✓, setting out the purpose for which the land may be used (1) ✓ and the applicable rules (1) ✓ as defined by the local authority (1). ✓ or similar SAIA Study Aid- p 44</p>	(3)
1.6	<p>Explain the meaning of the word “independent contractor”.</p> <p>Independent contractors are retained on a short term (1) ✓, per project basis (1) ✓, may be supplied by another firm or agency (1) ✓ or be directly contracted (1) ✓. An independent contractor is remunerated at either stipulated hourly rates (1) ✓ or a fixed fee (1) ✓ and receive no employee benefits (1). ✓</p>	(3)

2.1	<p>Identify the TRUE statement applicable to the registration of an architectural professional.</p> <table border="1" data-bbox="344 226 1350 629"> <tr> <td>A</td> <td>A Draftsperson may become an architectural professional by obtaining 5 years supervised draughting experience.</td> </tr> <tr> <td>B</td> <td>Any person with a South African company registered with CIPC may become an architectural professional.</td> </tr> <tr> <td>C</td> <td>An Architectural professional must pass the Professional Practice Examination.</td> </tr> <tr> <td>D</td> <td>Any person who passed Technical Drawing or equivalent at Grade 12 level and have 10 years experience in draughting may register as an architectural professional.</td> </tr> <tr> <td>E</td> <td>A process of Recognition of prior draughting learning is used to register professional Architects.</td> </tr> </table> <p><i>answer:C ✓</i> SAIA Study Aid p 17.</p>	A	A Draftsperson may become an architectural professional by obtaining 5 years supervised draughting experience.	B	Any person with a South African company registered with CIPC may become an architectural professional.	C	An Architectural professional must pass the Professional Practice Examination.	D	Any person who passed Technical Drawing or equivalent at Grade 12 level and have 10 years experience in draughting may register as an architectural professional.	E	A process of Recognition of prior draughting learning is used to register professional Architects.	(2)
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E	A process of Recognition of prior draughting learning is used to register professional Architects.											
2.2	<p>Which one of the following parties must provide all the relevant site information for a project to the architectural professional? Select ONE (1) from the following list (1 mark):</p> <table border="1" data-bbox="344 848 1350 1072"> <tr> <td>A</td> <td>The Local Council.</td> </tr> <tr> <td>B</td> <td>The Surveyor General</td> </tr> <tr> <td>C</td> <td>The Conveyancer (a Specialised Attorney) who transferred the property from the seller to the current landlord.</td> </tr> <tr> <td>D</td> <td>The Client.</td> </tr> <tr> <td>E</td> <td>The financial institution who registered the bond or home loan.</td> </tr> </table> <p><i>answer: D ✓</i> Reference :SAIA Study Aid 13.2</p>	A	The Local Council.	B	The Surveyor General	C	The Conveyancer (a Specialised Attorney) who transferred the property from the seller to the current landlord.	D	The Client.	E	The financial institution who registered the bond or home loan.	(2)
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D	The Client.											
E	The financial institution who registered the bond or home loan.											
2.3	<p>Which of the following is NOT a requirement that must be met for a contract to give rise to a legal obligation.</p> <table border="1" data-bbox="344 1386 1350 1574"> <tr> <td>A</td> <td>Consensus.</td> </tr> <tr> <td>B</td> <td>Repudiation</td> </tr> <tr> <td>C</td> <td>Contractual capacity</td> </tr> <tr> <td>D</td> <td>Legality</td> </tr> <tr> <td>E</td> <td>Possibility</td> </tr> </table> <p><i>answer: B ✓</i> Reference :SAIA Study Aid 4.2</p>	A	Consensus.	B	Repudiation	C	Contractual capacity	D	Legality	E	Possibility	(2)
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B	Repudiation											
C	Contractual capacity											
D	Legality											
E	Possibility											
2.4	<p>SACAP compiled a Code of Rules for Inquiry in alleged Improper Conduct (Board Notice 7 of 2021) which outlines the procedures required to investigate any alleged acts, complaints, charges, or allegations of improper conduct by a registered person. Identify the FALSE statement. Select ONE from the following list:</p>	(2)										

	<table border="1"> <tr> <td data-bbox="344 185 416 331">A</td> <td data-bbox="416 185 1362 331">Any complaint of improper conduct must be accompanied by an affidavit or verified statement that includes the details of the act along with any supporting documentation.</td> </tr> <tr> <td data-bbox="344 331 416 409">B</td> <td data-bbox="416 331 1362 409">The Rules for Enquiry contain pro forma documents regarding notice to attend a hearing and a subpoena for witnesses.</td> </tr> <tr> <td data-bbox="344 409 416 488">C</td> <td data-bbox="416 409 1362 488">A registered person has the right to be assisted or represented by another person or to decline to make any statement.</td> </tr> <tr> <td data-bbox="344 488 416 566">D</td> <td data-bbox="416 488 1362 566">The purpose of an investigation is not to recover any damages incurred nor to enforce the specific performance of the accused</td> </tr> <tr> <td data-bbox="344 566 416 678">E</td> <td data-bbox="416 566 1362 678">If the respondent is found guilty, the disciplinary tribunal must impose a fine not greater than the cost of one-year imprisonment as determined by the Adjustment of Fines Act (101 of 1991).</td> </tr> </table> <p data-bbox="245 701 638 779"><i>answer: E ✓</i> Reference: SAIA Study Aid p 24</p>	A	Any complaint of improper conduct must be accompanied by an affidavit or verified statement that includes the details of the act along with any supporting documentation.	B	The Rules for Enquiry contain pro forma documents regarding notice to attend a hearing and a subpoena for witnesses.	C	A registered person has the right to be assisted or represented by another person or to decline to make any statement.	D	The purpose of an investigation is not to recover any damages incurred nor to enforce the specific performance of the accused	E	If the respondent is found guilty, the disciplinary tribunal must impose a fine not greater than the cost of one-year imprisonment as determined by the Adjustment of Fines Act (101 of 1991).	
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E	If the respondent is found guilty, the disciplinary tribunal must impose a fine not greater than the cost of one-year imprisonment as determined by the Adjustment of Fines Act (101 of 1991).											
2.5	<p data-bbox="245 813 1347 1137">You have been approached by Mr Lebakeng to provide professional architectural services on a new mix-used development in Gauteng to answer the growing need of student accommodation in the Mogale City area. Your architectural services will be to fulfil the roles of architectural professional, principal consultant and principal agent, and therefore you will be tasked with advising the developer on the construction contracting and construction pricing strategies. As you were the first built environment professional with whom the project has been discussed, the developer has requested that you provide a proposal on how you and the other members of the professional team may be appointed on the project.</p> <p data-bbox="245 1171 1214 1249">2.5.1 Identify and describe in your own words TWO (2) methods that would be appropriate for the appointment of the professional team (3 marks each).</p> <p data-bbox="245 1283 1353 1350"><i>answer: NOTE: The merit of each candidate's answer is to be evaluated individually – and may include the following:</i></p> <ul data-bbox="245 1350 1353 1720" style="list-style-type: none"> ▪ MULTI-DISCIPLINARY CONSORTIUM: Multi-disciplinary consortiums may arise from the dictates of a client, or an independent enterprise of like-minded practices. Such consortiums need to establish a basis of trust to ensure a practicable working relationship. The team of professional consultants offers the client a singular service and professional fee agreement for the extent of the services in each discipline. ✓✓✓ ▪ INDIVIDUAL APPOINTMENTS: The client concludes a contract (professional service agreement) with each consultant individually and agrees the scope of service and fees of each consultant. Each consultant is directly liable to the client to perform their obligations as mandated. ✓✓✓ <i>Mark allocation: [Method of appointment = 1 mark] PLUS [Description = 2 marks]</i> <p data-bbox="245 1731 659 1765"><i>NOTE on INCORRECT answers:</i></p> <ul data-bbox="245 1765 1353 1933" style="list-style-type: none"> → "Package deal" contracts is incorrect here: the question refers to the appointment of the professional team exclusively → "Joint venture" (unless description outlines the intricacies) → Naming of types of construction contracts (JBCC / NEC / etc.) <i>Steps taken to assess suitability of professionals</i> 	(6)										

3.1. You are working as a candidate architectural professional at Propdzign Architects, and you received the following email from your principal regarding a potential new project for the practice:

Dear Jabulani,

As you are aware, the Nkangala Mall project in Witbank is nearing completion. During a site visit today, the various representatives of our client for this project, Group 7 consulting expressed their tremendous gratitude for our firm's hard work.

Group 7 consulting informed us that they wish to proceed with the schematic design we proposed for the mixed-use student accommodation, residential and commercial development on the adjacent land. We submitted a Letter of Offer and project cost-based fee proposal for our standard (full) scope of architectural services and Group 7 consulting wish to finalise our appointment for this new project.

However, as this project is on a much greater scale than the Nkangala Mall, Group 7 consulting is considering the appointment of additional consultants to provide project management services on the project (which may include a development manager and/or a project manager).

As a result, Group 7 consulting requested that we revise our fee proposal accordingly. This is a lucrative opportunity for Propdzign Architects, and we would do our utmost not to lose this opportunity.

As I will only be back in the office next week, please compile an email to our clients as indicated below

*Thank you kindly,
John Slater*

Propdezign Architects

Provide an outline of an architectural professional's services when fulfilling the following roles as part of the standard (full) scope of architectural services from stages 1-6:

3.1.1. The principal consultant

(2)

3.1.2. The principal agent.

(2)

Answer

3.1.1 The principal consultant will:

**Administrate the services of the other consultants ✓ and
Co- ordinate ✓ and lead ✓ the professional team.**

3.1.2. The principal agent will:

**Administer the construction contract ✓
Certify the stages of completion ✓
Evaluate claims during the construction work stage ✓**

3.2	<p>We may consider establishing a collaborative relationship with Project Xpert, a locally based firm of professional project managers.</p> <p>Shortly after receiving the email the scenario above, you received the following email from your mentor regarding the same project:</p> <p><i>Dear Jabulani,</i> <i>After sending you my previous email, the representatives from Group 7 consulting informed me that an international organisation would be providing the funding for the mixed-use student accommodation, residential and commercial project. However, this would only take place once we have completed the design development stage of the project and therefore the first payment of our fees would only take place on completion of work stage three.</i></p> <p><i>Please assess this arrangement by answering the questions below (question 3.4)</i></p> <p><i>Thank you kindly,</i> <i>John Slater</i></p> <p><i>Propdeziqn Architects</i></p> <p>3.3.1. Provide the name of this type of arrangement regarding the payment of fees for architectural services. (1)</p>
	<p>Answer Deferred Remuneration ✓</p> <p>Reference: (SAIA Study Aid 14.4)</p>

3.3	<p>Describe THREE factors for an architectural practice to consider before agreeing to such arrangement (3 x 1 marks each). (3)</p>
	<p>Answer <i>Any of the following considerations (3 marks each – 9 marks total).</i></p> <ul style="list-style-type: none"> • <i>the possibilities of not securing the appointment as an architectural professional, or not being paid the services that are provided – particularly during the initial work stages of the project. ✓✓✓</i> • <i>refuted or limited claims for losses from professional indemnity insurance cover, as well as increased insurance premiums in future ✓✓✓</i> • <i>guideline project-based professional fees published by SACAP do not compensate for architectural services that are provided at risk. ✓✓✓</i> • <i>the client may hold the architectural professional responsible for losses that were suffered due to inadequate or omitted professional services. ✓✓✓</i> • <i>the possibility of allocating too much time and effort on a project without receiving appropriate financial compensation, which may result in less attention to existing projects. ✓✓✓</i> <p>Reference: (SAIA Study Aid 14.4)</p>

4.1. The procurement process was followed by Group 7 Consulting (the employer in Question 3 above) and the tender was awarded to Steelwork Construction (Pty) Ltd who duly signed the Joint Building Contracts Committee (JBCC) Principal Building Agreement (edition 6.2).

An extraordinary long construction period of 250 calendar days was allowed from the date of the site handover to the date of the practical completion to allow for ground preparation. The site was handed over in mid-April 2020 and there have been issues regarding site access due to the Covid 19 Pandemic after the national lockdown period was lifted. The contractor subsequently submitted a letter and an e-mail to you as the principal agent, requesting to revise the date for the practical completion of the project. No additional communication or documentation was submitted apart from the letter and the e-mail correspondence. The extract of the email and letter is stated below:

15 April 2020:

“We were unable to gain access to the site due to the National Covid-19 Lockdown. Our workers were unable to obtain transport from their places of residence to the site due to the lack of public transport for the following 5 working days: 9 April 2020 – 14 April 2020.”

Compile a letter addressed to the contractor’s CLAIM for a revision to the date of practical completion (in your own words) and address the following:

- Indicate whether you grant in full, reduce or reject the number of working days claimed;
- Indicate the clauses in the agreement that you rely on;
- Provide the reasons for your decision.

Answer:

Mark Allocation:

- Grant/reduce/refuse claim – 3 marks
- Clauses of the agreement = 4 marks (2 marks/clause)
- Reason for the decision = 5 marks.

4.2. 10 October 2020:

“In a site meeting held on 08 October 2020 you enquired whether we may accelerate the project work as South Africa started to open more sectors after the National Lockdown.

We are pleased to submit the attached revised construction program to complete the works by the 15th of December 2020. Due to the new proposal we cannot be held responsible for any new delays and we intend to submit a claim for the revision of the date for practical completion of the project.”

Compile a letter addressed to the contractor in which you respond to the contractor’s NOTIFICATION of intent to claim for the revision of the date of practical completion. Address the following in your own words:

- Indicate whether the contractor’s notification is acceptable in this instance;
- Indicate the clauses within the agreement on which you have based your response;
- Provide reasons for your stance.

Answer:

Mark Allocation:

- Acceptability of contractor’s notification = 3 marks

- Clauses of the agreement = 4 marks
- Reasons for the decision – 5 marks.

4.3. Provide THREE (3) frequently used reasons for the principal agent's to refuse a contractor's claim for the revision of the date for practical completion.
(3)

Answer:

- The contractor has underperformed in terms of the obligation; ✓
- There was poor, but not exceptionally adverse weather conditions; ✓
- The delay has no effect on the critical path of the program; ✓
- An EoT has already been granted for that event; ✓
- Where more than one event occurs at the same time; ✓
- The cited event does not constitute a relevant event; and
- The contractor has not taken the necessary steps to avoid or reduce the delay. ✓

QUESTION 5 -

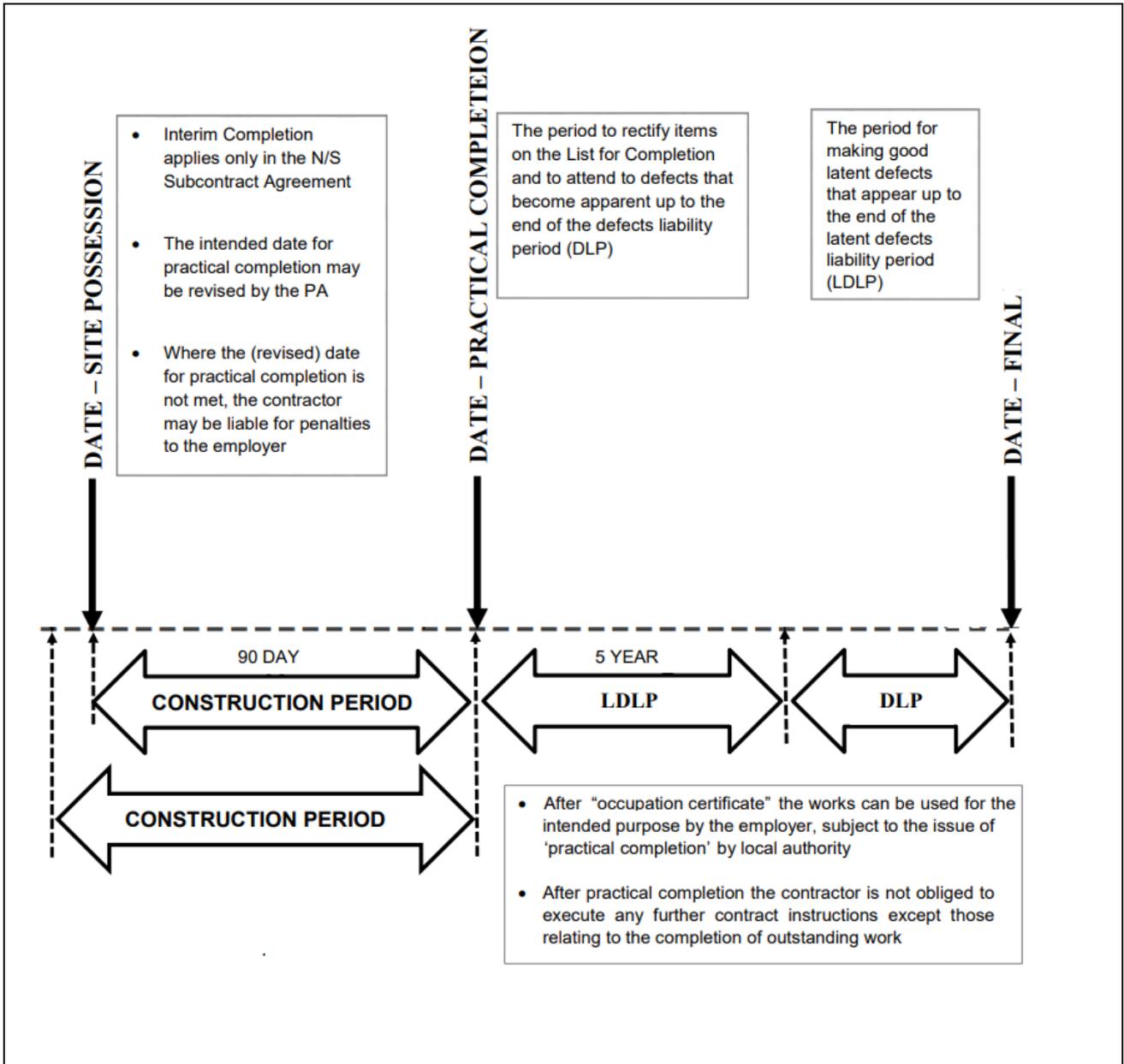
31 marks

5.1. You have been appointed by John Van Rooyen as Principal Agent to administer the JBCC Principal Building Agreement, Edition 6.2 – February 2018 during stage 5 for the construction of a five-storey student accommodation block.

5.1.1	<p>Explain in your own words why you believe the JBCC PBA in this specific scenario should be utilised during the construction process?</p> <ol style="list-style-type: none"> 1. The JBCC Minor Works Agreement is a relatively simple agreement, ✓ 2. ideally suitable for small to medium projects ✓ 3. of short duration, ✓ 4. where the work is not of a very complex nature. ✓ <p>It also provides essentially for:</p> <ol style="list-style-type: none"> 5. One Agent to represent the Employer; ✓ 6. One Completion phase and not multiple Sections; ✓ 7. A simplified subcontract process where the Principal Contractor uses only his own and known Domestic Subcontractors⁸ and no N&S Subcontractors; ✓ 8. No Contract Price Adjustment¹⁰, but a fixed contract price; ✓ Etc – other benefits ✓ 	(2)
5.1.2	<p>Explain the Principal Agent's responsibilities during stage 5</p> <p>Any 2 of the below responsibilities:</p> <ul style="list-style-type: none"> • Administer the building contract. ✓ • Give possession of the site to the contractor. ✓ • Issue construction documentation. ✓ 	(2)

	<ul style="list-style-type: none"> • Review sub-contractor designs, shop drawings and documentation for conformity of design intent.√ • Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards.√ • Administer and perform the duties and obligations assigned to the principal agent in the building contract.√ • Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.√ 	
5.1.3	<p>List four (4) types of JBCC Principal Building agreement certificates to be completed by the Principal Agent during the construction stage.</p> <ul style="list-style-type: none"> - Certificate of Site possession√ - Certificate of Interim Completion√ - Certificate of Practical Completion√ - Certificate of Final Completion√ - Certificate of Completion√ - Payment Certificate√ - Subcontractors Payment Notification√ 	(4)
5.2	<p>Mr Van Rooyen indicated that he wishes to change the entrance to the student accommodation block and wish to expand the recreational facility to accommodate more students at any given time.</p> <p>Explain to the client what would be required from the following affected parties, to ensure that the changes are executed correctly and without any future issues.</p> <p>5.2.1. Architect (2) 5.2.2. Engineer (2) 5.2.3. Quantity Surveyor (2) 5.2.4. Principal Agent (2) 5.2.5. Contractor (2)</p> <p><u>5.2.1. Architect (2)</u> Design√ and Draw √the plans to indicate the changes Submit √the revised plans to the local council</p> <p><u>5.2.2. Engineer (2)</u> Check the structural components together with the changes√ Certify the structural plan (when required)√</p> <p><u>5.2.3. Quantity Surveyor (2)</u> Calculate the building material quantities √and envisaged cost required√</p> <p><u>5.2.4. Principal Agent (2)</u> Draft and amend contract√ Liaise with all parties.√</p> <p><u>5.2.5. Contractor (2).</u> Determine the additional time √and workers √required to give effect to the proposed changes</p>	(10)
5.3	<p>Must the contract sum provided by the tendering contractor in the JBCC Minor Works Agreement include the cost of equipment to complete the works?</p>	(2)

	<p>Answer: Yes the Minor Works Agreement states that the contract sum includes all construction costs, temporary works, operating costs, and subsequent removal and making good as necessary. ✓✓</p>	
5.4	<p>Explain if each tendering contractor should be registered with the National Home Builders Registration Council (NHBRC). Motivate your answer.</p> <p>Answer: Yes. ✓ It is illegal in terms of the Act and a criminal act to build a home if you are not a registered homebuilder. A sentence of a fine or imprisonment up to one year may be imposed on such a person. ✓</p> <p>The NHBRC's mandate is to protect the interests of housing consumers and to ensure that builders comply with the prescribed building industry standards as indicated in the Home Building Manual.</p>	(2)
5.5	<p>Mr Van Rooyen mentioned that he received a JBCC Defect Liability Period diagram from Artificial Intelligence (AI) software, <i>ContractsGPT</i>.</p> <p>He asked you to check if the diagram generated by the AI model is correct.</p> <p>Using your knowledge of the JBCC contract and the liability periods, identify any 4 (four) errors in the diagram below.</p> <p>Make reference to the phrases in the diagram to be as clear as possible.</p>	(8)



Answers should describe the following:

1. 90 day is in incorrect place (1)
2. 5 year is in incorrect place (1)
3. LDLP is in incorrect place (1)
4. DLP is in incorrect place (1)
5. "Occupation certificate" should be replaced with "practical completion" in the first paragraph in the box at the bottom right corner, and vice versa (1)
6. Date Tender Award is missing (1)
7. Date LDLP Expiry is missing (1)
8. Date interim completion is missing (1)
9. Date Final is in the wrong place (1)

5.6.	With reference to the above scenario, why is it important for a professional to always check the work of a junior staff member, candidate or an Artificial Intelligence (AI) model?	(1)
	<i>Answer to be marked based on discretion. Any answer which resembles the following is acceptable:</i>	

	<p>Junior members of staff, candidates and AI models are all not registered under the title of 'professional'.</p> <p>They have not undergone significant training or written the professional exam, and most likely do not have significant experience to identify issues in contractual scenarios.</p> <p>For this reason, they are prone to mistakes and may be short-sighted in their resolution of problems or identification of future issues.</p> <p>They need supervision until they have passed the professional exam and have shown the required competencies.</p>	
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QUESTION 6 - Case Study

5 marks

<p>Mr John Van Rooyen appointed you as the principal agent in the student accommodation block (Question 4) and the contractor signed the JBCC Principal Building Agreement (edition 6.2) before commencing with the contract. You issued the certificate of practical completion for the project. The contractor is however not satisfied with the amount that was certified in the latest interim payment certificate and submitted a letter to you and the client declaring a dispute on the project. The contractor stated that you did not carry out your obligations as the principal agent to ensure that the amount certified for the interim payment is correct.</p>		
6.1	Identify TWO (2) clauses in the JBCC agreement to demonstrate that the contractor was incorrect to declare a dispute (2)	(2)
<p>To discretion and based on candidates answer. Must be quoted from JBCC.and have a plausible argument to support it</p>		
6.2	<p>You arrange an urgent meeting with the client to discuss the contractor's dispute declaration and the dispute resolution clauses in the JBCC Principal Building Agreement. Indicate which form of dispute resolution will apply to this dispute by motivating your answer.</p> <ul style="list-style-type: none"> • Mediation,√ Settlement,√ Arbitration,√ Adjudication.√ <p>SAIA Study Aid 8.2, 8.3, 8.4</p>	(1)
6.3	<p>Would such a payment dispute be less expensive and quicker to resolve by utilising the services of a legal professional and litigation in court. Please motivate your answer.</p> <p>No, Dispute Resolution is cheaper and quicker that referring the matter to court. √</p>	(1)
6.4	<p>Could a ruling made during dispute resolution be overturned by the Supreme Court of Appeal?</p> <p>Yes. Although the parties to the dispute agreed to abide by the ruling made by the mediator and/or arbitrator, the Supreme Court of Appeal could overturn an unlawful ruling. √</p>	(1)

Mr John Van Rooyen appointed your firm as the principal agent in the student accommodation block (Question 4). You are appointed as a junior professional architectural professional by Propdign Architects (Question 3) and are part of the team designing the student accommodation in Witbank.

7.1. List three key responsibilities of the Principal Agent during stage 5		(3)
7.1	<p>ANSWER</p> <ol style="list-style-type: none"> 1. Administer the building contract ✓ 2. Give possession of the site to the contractor ✓ 3. Issue construction documentation ✓ 4. Review sub-contractor designs, shop drawings and documentation for conformity of design intent; ✓ 5. Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards; ✓ 6. Administer and perform the duties and obligations assigned to the principal agent in the building contract ✓ ; and 7. Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate. ✓ 	
7.2.	An architectural professional should comply with certain ethics and rules of guiding behaviour to remain registered in the profession. Does SACAP stipulate and list such rules within an ethical code of conduct?	(1)
	Answer: No, SACAP does not publish a Code of Ethics. ✓✓	
7.3.	Describe what is meant by legal and ethical obligations of an architectural professional	(1)
	<p>Answer:</p> <p><u>Legal:</u> Anything concerning the law or its workings indicated in the Architectural Professions Act in South Africa. ✓</p> <p><u>Ethical:</u> Rules of guiding behaviour or conduct acceptable by the community and profession. This involves issues such as good and evil conduct, virtue and vice, justice and crime. ✓</p>	

8.1 Ms. Ninina Wader is the principal Agent for her Architectural Practice “Arch2 Designer & Co PTY LTD”, located at 23 Milton Drive , Cape Town, 8000. The JBCC PBA contract is in use and the following contract data is available.

All amounts exclude VAT, unless otherwise stated:

- Employer >
Dental Wealth PTY LTD.
- Principal Contractor:
Shine Contractors PTY LTD
- Works Identification
A new single storey Health and Wellness practice, constructed of RC concrete framework, infill brick work, external facade cladding, internal suspended ceilings, drywall partitioning, floor finish as selected, sanitary ware and all related services and external works.
- Site description
Portion 23 of ERF 342, Houghton , Johannesburg
- Contract Sum
R356 798 522, 10 excl. VAT
- Security Selected
Variable Construction Guarantee
- CPAP adjustment was not selected. The tender price was therefore fixed.
- The date on which Payment Certificate must be issued , is 28th of each month
- To date the Contractor has failed to effect the Contract Works Insurance and the Employer subsequently paid the amount of R 150 234.48c Including VAT, on the Contractors behalf. The employer agreed to recover this expense over two equal payment period with the second 50 % recoverable during this current payment period. The first 50% of this payment was recovered during the previous Payment Certification No.2

On 21st March 2024, Ms Ninina Wader received the interim Valuation no 3 from the QS, which contains the following information. All amounts exclude VAT:

- Value of works executed to date:
R11 200 121.30
- Value of Materials on Site:
R 754 200, 67
- Value of Materials off site:
R205 456 .22
- Authorised Adjustments to the Contract Value to date by way of omissions:
R-115 567.10
- Previous Amount certified was:
R10 456 125 .32

The following Provided JBCC PBA documents of the Payment certificate is partially complete. With intent for **This Question in the Examination** only, the payment certificate is divided into 3 Sections namely:

- a. True or False
- b. Missing data – complete the missing values
- c. Complete the required information

8.1. Complete the Payment Certificate provided

8.1.1

You have been provided with an incomplete payment certificate (see below)
 With reference to the 'highlighted area' under section a.,

(7)

State whether the following data on the Payment Certificate provided is True or False. If False, in your own words state/list what the correct information is.

Payment Certificate
 Issued in terms of Clause 25.0 of the
 Principal Building Agreement Edition 6.2 - May 2018

Certificate No: **8**
 Interim or Final: **final**

Section 'a'

Employer: TK Driving School
 Contractor: MY Contractors PTY LTD
 Works: Existing Office block
 Site: Portion 23 of ERF 34, Houghton, JHB

Valuation date: ? Issue date: ? Payment due date: ?

Section 'b'

	A CONTRACT SUM	B CURRENT CONTRACT VALUE	C CURRENT VALUATION	D CURRENT CERTIFICATION
1.0 Value of work executed [25.3.1]			?	
2.1 Materials and goods on site [25.3.2]			?	
2.2 Materials and goods off site [25.3.2]			?	
3.0 Subtotal			?	
4.0 Security adjustments applicable [25.3.3] if applicable, state %		nil	12 150 778.19	12 150 778.19
5.0 Net contract sum	356 798 522.10	356 798 522.10		
6.0 Authorised adjustments to contract value [26.0]		- 115 567.10		
7.0 Cost fluctuations [25.3.4]	n/a	n/a	n/a	n/a
8.0 GROSS AMOUNT CERTIFIED				12 150 778.19
9.0 Less Previous amount certified [25.3.6]				?
10.0 NET AMOUNT CERTIFIED				?
11.1 Less Expense and loss payable to the employer [Recovery Statement subtotal 1.0]				?
11.2 Less Penalty levied and payable to the employer [Recovery Statement 1.11]				nil
11.3 Add Damages payable to the contractor [Recovery Statement 2.3]				nil
11.4 Add Expense and loss caused by a direct contractor [Recovery Statement 2.4]				nil
11.5 Add Termination of a n/a subcontract agreement, employer's default [Recovery Statement 2.0]				nil
12.0 Subtotal	356 798 522.10	356 682 955.00		1 638 333.53
13.0 Add Tax on 12.0 [25.3.8] 15 %	53 519 778.32	53 502 443.25		245 750.03
14.1 Less Default interest payable to the employer [Recovery Statement 1.12]				nil
14.2 Less Recoupment from contractor of an advance payment [Recovery Statement 1.10]				nil
14.3 Add Default interest payable to the contractor [Recovery Statement 2.1]				nil
14.4 Add Compensatory interest payable to the contractor [Recovery Statement 2.2]				nil
14.5 Add Advance payment made to the contractor [Recovery statement 2.5]				nil
14.6 Add Other non-taxable amounts [25.3.10]				nil
Section 'c'				
TOTAL	410 318 300.42	410 185 398.25		
16.0 Currency ? CERTIFIED AMOUNT DUE FOR PAYMENT to the: ?				1 884 083.56
17.0 Contract sum execution (Security for construction - variable only) (D8.0+A12.0x100) ? %				?

Security status
 Mark each box as appropriate: ✓ or X
 D17.0 < 50% D17.0 ≥ 50% Practical Completion Final Completion

ARCH2 DESIGNERS & CO PTY LTD
 23 Milton Drive
 Capetown
 8000

Name and address of the principal agent's practice

Signature: _____ Date: 28 November 2024
 Signed by the principal agent who, as agent for the employer, certifies that the positive or negative amount stated in D16.0 is due and payable by the date stated [CD], irrespective of the date of signature of this payment certificate

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8.1.1 Answer

False :✓

- Payment Certification No.3 ✓
- Interim ✓

	<ul style="list-style-type: none"> • Dental Wealth PTY LTD. ✓ • Shine Contractors PTY LTD ✓ • New single storey Health and Wellness practice ✓ • Portion 23 of ERF 342, Houghton , Johannesburg ✓ 	
8.1.2	<p>With reference to the MISSING VALUES under section 'b', complete the following required values and list them as stated below</p> <ol style="list-style-type: none"> I. Valuation Date II. Issue date III. Payment Due Date IV. Value of works executed V. Material and Goods on site VI. Material and Goods off site VII. Gross amount certified VIII. Less Previous Amounts certified IX. Net Amount Certified X. Less expense and loss payable to the employer 	(10)
	<p>8.1.2</p> <ol style="list-style-type: none"> I. Valuation Date - 21st November 2023 ✓ II. Issue date - 28th November 2023 ✓ III. Payment Due Date - 12th December 2023 ✓ IV. Value of works executed - R11 200 121.30 ✓ V. Material and Goods on site- R754 200.67 ✓ VI. Material and Goods off site- R205 456.22 ✓ VII. Subtotal - R12 159 778.19 ✓ VIII. Less Previous Amounts certified - R10 456 125.32 ✓ IX. Net Amount Certified - R1703 652 .87 (mark for addition & amount) ✓ X. Less expense and loss payable to the employer - - R65 319.34 (mark for removal of tax, subtraction symbol , amount) ✓ 	
8.1.3	<p>With reference to the MISSING Information under <u>Section 'c'</u>, list the following required information as stated below:</p> <ol style="list-style-type: none"> I. Currency _____ II. Certified amount due for payment to the _____ III. Contract sum execution _____ 	(3)
	<p>Answer 28th February 2024</p> <ol style="list-style-type: none"> I. ZAR ✓ II. Contractor ✓ III. 3.4% ✓ 	
	Answer to all questions completed correctly in a payment certificate:	

KEY ✓ HALF MARK ✓ FULL MARK



Payment Certificate
 Issued in terms of Clause 25.0 of the
 Principal Building Agreement Edition 6.2 - May 2018

Certificate No:
 Interim or Final

Section 'a'

Employer
 Contractor
 Works
 Site

Section 'b'

	Valuation date	Issue date	Payment due date	
	<input type="text" value="21st November 2023"/>	<input type="text" value="28th November 2023"/>	<input type="text" value="12th December 2023"/>	
	A	B	C	D
	CONTRACT SUM	CURRENT CONTRACT VALUE	CURRENT VALUATION	CURRENT CERTIFICATION
1.0	Value of work executed [25.3.1]		<input type="text" value="11 200 121.30"/>	
2.1	Materials and goods on site [25.3.2]		<input type="text" value="754 200.87"/>	
2.2	Materials and goods off site [25.3.2]		<input type="text" value="205 456.22"/>	
3.0	Subtotal		<input type="text" value="12 159 778.19"/>	
4.0	Security adjustments applicable [25.3.3] <i>if applicable, state %</i>	<input type="text" value="nil"/>	<input type="text" value="12 159 778.19"/>	<input type="text" value="12 159 778.19"/>
5.0	Net contract sum	<input type="text" value="356 798 522.10"/>	<input type="text" value="356 798 522.10"/>	
6.0	Authorised adjustments to contract value [26.0]	<input type="text" value="- 115 567.10"/>		
7.0	Cost fluctuations [25.3.4]	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>
8.0	GROSS AMOUNT CERTIFIED			<input type="text" value="12 159 778.19"/>
9.0	Less Previous amount certified [25.3.6]			<input type="text" value="10 456 125.32"/>
10.0	NET AMOUNT CERTIFIED			<input type="text" value="1 703 652.87"/>
11.1	Less Expense and loss payable to the employer [Recovery Statement subtotal 1.0]			<input type="text" value="-65 319.34"/>
11.2	Less Penalty levied and payable to the employer [Recovery Statement 1.11]			<input type="text" value="nil"/>
11.3	Add Damages payable to the contractor [Recovery Statement 2.3]			<input type="text" value="nil"/>
11.4	Add Expense and loss caused by a direct contractor [Recovery Statement 2.4]			<input type="text" value="nil"/>
11.5	Add Termination of a n/a subcontract agreement, employer's default [Recovery Statement 2.6]			<input type="text" value="nil"/>
12.0	Subtotal	<input type="text" value="356 798 522.10"/>	<input type="text" value="356 682 955.00"/>	<input type="text" value="1 638 333.53"/>
13.0	Add Tax on 12.0 [25.3.6] <input type="text" value="15"/> %	<input type="text" value="53 519 778.32"/>	<input type="text" value="53 502 443.25"/>	<input type="text" value="245 750.03"/>
14.1	Less Default interest payable to the employer [Recovery Statement 1.12]			<input type="text" value="nil"/>
14.2	Less Recoupment from contractor of an advance payment [Recovery Statement 1.10]			<input type="text" value="nil"/>
14.3	Add Default interest payable to the contractor [Recovery Statement 2.1]			<input type="text" value="nil"/>
14.4	Add Compensatory interest payable to the contractor [Recovery Statement 2.2]			<input type="text" value="nil"/>
14.5	Add Advance payment made to the contractor [Recovery statement 2.5]			<input type="text" value="nil"/>
14.6	Add Other non-taxable amounts [25.3.10]			<input type="text" value="nil"/>
15.0	TOTAL	<input type="text" value="410 318 300.42"/>	<input type="text" value="410 185 398.25"/>	
16.0	Currency <input type="text" value="ZAR"/> CERTIFIED AMOUNT DUE FOR PAYMENT to the:		Contractor	<input type="text" value="1 884 083.56"/>
17.0	Contract sum execution (Security for construction - variable only)		(D8.0-A12.0x100)	<input type="text" value="3.4"/> %
Security status Mark each box as appropriate: ✓/or X D17.0 < 50% <input checked="" type="checkbox"/> D17.0 ≥50% <input type="checkbox"/> Practical Completion <input type="checkbox"/> Final Completion <input type="checkbox"/>				

Section 'c'

ARCH2 DESIGNERS & CO PTY LTD
 23 Milton Drive
 Capetown
 8000

Signature _____ Date:
 Signed by the principal agent who, as agent for the employer, certifies that the positive or negative amount stated in D15.0 is due and payable by the date stated (DD), irrespective of the date of signature of this payment certificate

8.2. You are the principal Agent on the following contract. You may select any name you wish for your practice. The JBCC PBA contract is in use and the following contract data is available, all amounts exclude VAT, unless otherwise stated:

- Employer >C A Coffee & Bean Inc.
- Principal Contractor:
P Rice Contractors PTY LTD

- Works Identification
A new 2 Storey Coffee and
constructed of RC concrete framework, infill brick work, external facade cladding, internal
suspended ceilings, drywall partitioning, floor finish as selected, sanitary ware and all related
services and external works.
- Site description
Portion 5 of ERF 572, Seaport, Cape Town
- Contract Sum
R142 045 826, 07 excl. VAT
- Security Selected
Variable Construction Guarantee
- CPAP adjustment was not selected. The tender price was therefore fixed.
- The date on which Payment Certificate must be issued , is 28th of each month
- To date the Contractor has failed to effect the Contract Works Insurance and the Employer
subsequently paid the amount of R 287 322.21 including VAT, on the Contractors behalf. The
employer agreed to recover this expense over two equal payment period with the second 50 %
recoverable during this current payment period. The first 50% of this payment was recovered
during the previous Payment Certification No.3

On 21st February 2024, you received interim Valuation no 4 from the QS, which contains the
following information. All amounts exclude VAT:

- Value of works executed to date:
R21 038 287.61
- Value of Materials on Site:R1 741 198, 73
- Value of Materials off site:
R503 851 .18
- Authorised Adjustments to the Contract Value to date by way of omissions:
R-384 367.12
- Previous Amount certified was:
R17 762 479 .27

8.2.1 Fill in the following provided JBCC PBA documents of the Payment Certificate:

Payment Certificate
 Issued in terms of Clause 25.0 of the
 Principal Building Agreement Edition 6.2 - May 2018

Certificate No:
 Interim or Final

Employer
 Contractor
 Works
 Site

Valuation date	Issue date	Payment due date		
	A	B	C	D
	CONTRACT SUM	CURRENT CONTRACT VALUE	CURRENT VALUATION	CURRENT CERTIFICATION
1.0 Value of work executed [25.3.1]			<input type="text"/>	
2.1 Materials and goods on site [25.3.2]			<input type="text"/>	
2.2 Materials and goods off site [25.3.2]			<input type="text"/>	
3.0 Subtotal			<input type="text"/>	
4.0 Security adjustments applicable [25.3.3]	If applicable, state % <input type="text"/>	<input type="text"/>	% <input type="text"/>	<input type="text"/>
5.0 Net contract sum	<input type="text"/>	<input type="text"/>		
6.0 Authorised adjustments to contract value [26.0]	<input type="text"/>	<input type="text"/>		
7.0 Cost fluctuations [25.3.4]	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
8.0 GROSS AMOUNT CERTIFIED				<input type="text"/>
9.0 Less Previous amount certified [25.3.6]				<input type="text"/>
10.0 NET AMOUNT CERTIFIED				<input type="text"/>
11.1 Less Expense and loss payable to the employer [Recovery Statement subtotal 1.0]				<input type="text"/>
11.2 Less Penalty levied and payable to the employer [Recovery Statement 1.11]				<input type="text"/>
11.3 Add Damages payable to the contractor [Recovery Statement 2.3]				<input type="text"/>
11.4 Add Expense and loss caused by a direct contractor [Recovery Statement 2.4]				<input type="text"/>
11.5 Add Termination of a n/a subcontract agreement, employer's default [Recovery Statement 2.6]				<input type="text"/>
12.0 Subtotal	<input type="text"/>	<input type="text"/>		<input type="text"/>
13.0 Add Tax on 12.0 [25.3.8] <input type="text"/> %	<input type="text"/>	<input type="text"/>		<input type="text"/>
14.1 Less Default interest payable to the employer [Recovery Statement 1.12]				<input type="text"/>
14.2 Less Recoupment from contractor of an advance payment [Recovery Statement 1.10]				<input type="text"/>
14.3 Add Default interest payable to the contractor [Recovery Statement 2.1]				<input type="text"/>
14.4 Add Compensatory interest payable to the contractor [Recovery Statement 2.2]				<input type="text"/>
14.5 Add Advance payment made to the contractor [Recovery statement 2.5]				<input type="text"/>
14.6 Add Other non-taxable amounts [25.3.10]				<input type="text"/>
15.0 TOTAL	<input type="text"/>	<input type="text"/>		<input type="text"/>
16.0 Currency <input type="text"/> CERTIFIED AMOUNT DUE FOR PAYMENT to the:			<input type="text"/>	<input type="text"/>
17.0 Contract sum execution (Security for construction - variable only)			(D8.0-A12.0x100)	<input type="text"/> %

Security status
 Mark each box as appropriate: ✓ or ✗ D17.0 < 50% D17.0 =50% Proctotal Completion Final Completion

Signature _____ Date:

Signed by the principal agent who, as agent for the employer, certifies that the positive or negative amount stated in D16.0 is due and payable by the date stated (D8), irrespective of the date of signature of this payment certificate

Name and address of the principal agent's practice: _____

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(20)

8.2.1 Answer



Payment Certificate

Issued in terms of Clause 25.0 of the
Principal Building Agreement Edition 6.2 - May 2018

Certificate No:

Interim or Final

Employer

Contractor

Works

Site

Valuation date Issue date Payment due date

	A CONTRACT SUM	B CURRENT CONTRACT VALUE	C CURRENT VALUATION	D CURRENT CERTIFICATION
1.0 Value of work executed [25.3.1]			<input type="text" value="21 038 287.61"/>	
2.1 Materials and goods on site [25.3.2]			<input type="text" value="1 741 198.73"/>	<input checked="" type="checkbox"/>
2.2 Materials and goods off site [25.3.2]			<input type="text" value="503 851.18"/>	
3.0 Subtotal			<input type="text" value="23 283 337.52"/>	
4.0 Security adjustments applicable [25.3.3]	<i>If applicable, state %</i>	<input type="text" value="nil"/>	<input type="text" value="23 283 337.52"/>	<input type="text" value="23 283 337.52"/>
5.0 Net contract sum	<input type="text" value="142 045 826.07"/>	<input type="text" value="142 045 826.07"/>		
6.0 Authorised adjustments to contract value [26.0]		<input type="text" value="-384 367.12"/>	<input checked="" type="checkbox"/>	
7.0 Cost fluctuations [25.3.4]	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>
8.0 GROSS AMOUNT CERTIFIED				<input type="text" value="23 283 337.52"/>
9.0 Less Previous amount certified [25.3.6]				<input type="text" value="17 762 479.27"/>
10.0 NET AMOUNT CERTIFIED				<input type="text" value="5 520 858.25"/>
11.1 Less Expense and loss payable to the employer [Recovery Statement subtotal 1.0]				<input type="text" value="-124 922.70"/>
11.2 Less Penalty levied and payable to the employer [Recovery Statement 1.11]				<input type="text" value="nil"/>
11.3 Add Damages payable to the contractor [Recovery Statement 2.3]				<input type="text" value="nil"/>
11.4 Add Expense and loss caused by a direct contractor [Recovery Statement 2.4]				<input type="text" value="nil"/>
11.5 Add Termination of a n/s subcontract agreement, employer's default [Recovery Statement 2.0]				<input type="text" value="nil"/>
12.0 Subtotal	<input type="text" value="142 045 826.07"/>	<input type="text" value="141 661 458.95"/>		<input type="text" value="5 395 935.55"/>
13.0 Add Tax on 12.0 [25.3.6]	<input type="text" value="15"/>	<input type="text" value="21 306 873.91"/>	<input type="text" value="21 249 218.84"/>	<input type="text" value="809 390.33"/>
14.1 Less Default interest payable to the employer [Recovery Statement 1.12]				<input type="text" value="nil"/>
14.2 Less Recoupment from contractor of an advance payment [Recovery Statement 1.10]				<input type="text" value="nil"/>
14.3 Add Default interest payable to the contractor [Recovery Statement 2.1]				<input type="text" value="nil"/>
14.4 Add Compensatory interest payable to the contractor [Recovery Statement 2.2]				<input type="text" value="nil"/>
14.5 Add Advance payment made to the contractor [Recovery statement 2.5]				<input type="text" value="nil"/>
14.6 Add Other non-taxable amounts [25.3.10]				<input type="text" value="nil"/>
15.0 TOTAL	<input type="text" value="163 352 699.98"/>	<input type="text" value="162 910 677.79"/>		
16.0 Currency <input type="text" value="ZAR"/> CERTIFIED AMOUNT DUE FOR PAYMENT to the:			<input type="text" value="Contractor"/>	<input type="text" value="R 205 325.88"/>
17.0 Contract sum execution (Security for construction - variable only)			<input type="text" value="(D8.0+A12.0x100)"/>	<input type="text" value="16.39"/>
Security status	Mark each box as appropriate: ✓ or X			
	D17.0 < 50% <input checked="" type="checkbox"/>	D17.0 ≥50% <input type="checkbox"/>	Practical Completion <input type="checkbox"/>	Final Completion <input type="checkbox"/>

As Selected

Signature _____ Date:

Signed by the principal agent who, as agent for the employer, certifies that the positive or negative amount stated in D16.0 is due and payable by the date stated (GD), irrespective of the date of signature of this payment certificate

Name and address of the principal agent's practice