



South African Council
for the Architectural Profession

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SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

Professional Practice Examination May 2025

Paper 2

- Candidates are required to answer **ALL** the questions.
- Questions must be answered in **SEQUENCE**. Ensure that your answers are clearly **NUMBERED**.
- This is a **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.
- 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 - Definitions

20 marks

| | | |
|-----|--|------|
| 1.1 | Briefly describe the following terms - select any 4 (four) - 5 marks each: 1. Contract sum (5) 2. Fixed Construction Guarantee (5) 3. Latent defects (5) 4. Defects liability period (5) 5. Practical Completion (5) 6. Final Completion (5) | (20) |
| | | |
| | | |



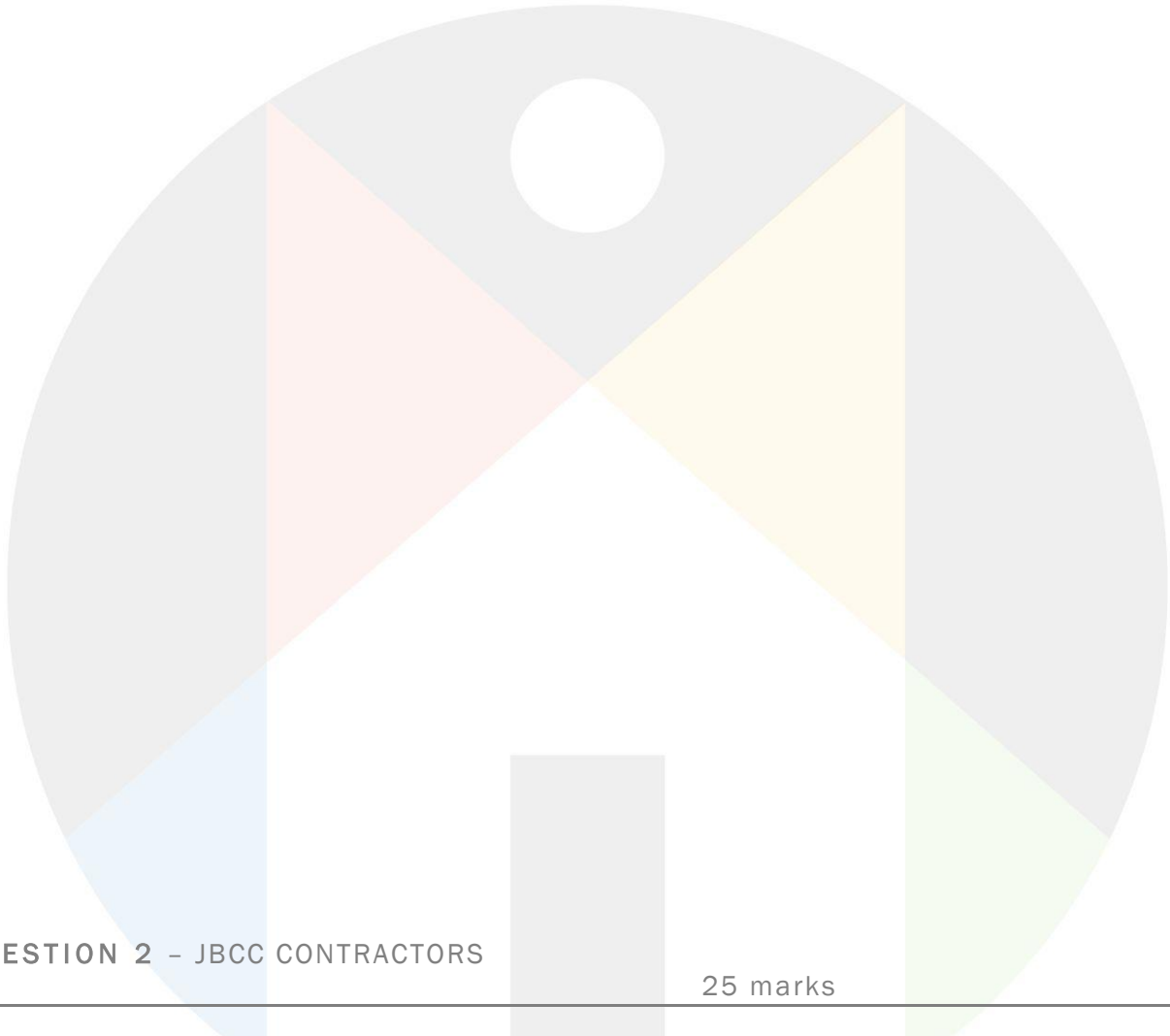
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QUESTION 2 – JBCC CONTRACTORS

25 marks

| | | |
|------|--|-----|
| 2.1. | <p>Your client has taken occupation of their office space after certified practical completion and inspection with the client. There is mis-use by the client of the mixers.</p> <p>A few days thereafter the client complains that the kitchen mixer is leaking. You instructed the contractor to come back to repair the defect at their own cost.</p> <p>Is this best practice and in line with the JBCC? (5)</p> | (5) |
|------|--|-----|



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| | | |
|-----|--|-----|
| 2.2 | Explain who the JBCC contract comprises of, specifically making mention to the obligations required between each party | (5) |
| 2.3 | <p>With reference to the correct JBCC terminology, fill in the blank with the remaining correct answer which is most appropriate:</p> <p>It is expected for a contractor to get paid on the _____ of the works in its entirety. (hint: describe the level of expected progress)</p> | (2) |
| 2.4 | Without signing the contractor's waiver, who does the site belong to in a construction project for the duration of the project until all payments have been made? | (2) |
| 2.5 | Which form of subcontract exposes the main contractor to the greatest level of risk? Why? | (3) |
| 2.6 | Which form of subcontract exposes the employer to the greatest level of risk? Why? | (3) |
| 2.7 | <p>Your friend recently acquired a client that is requesting the JBCC be undertaken for a project to be worked on. He asks his AI chatbot for help on understanding the situation. Unfortunately, it does not answer him and asks for more data.</p> <p>Help train the model to answer correctly by providing it with the advantages of the JBCC Suite of Contracts in the context of Southern Africa. Provide 5 points (1 marks each)</p> | (5) |



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QUESTION 3 – JBCC, THE CONSTRUCTION PERIOD & PRELIMINARIES

22 marks

- Select the correct answer from the list provided. There is sometimes more than one correct answer to each question.
- Provide only the question number and the letter of the selected answer.
- The acronym 'JBCC-PBA' refers to the JBCC Principal Building Agreement.

| | | | |
|-----|--|---|-----|
| 3.1 | Which of the below is NOT a contract of Southern African origin: | | (2) |
| | A. | JBCC PBA | |
| | B. | FIDIC | |
| | C. | NEC | |
| 3.2 | Belonging to professional body ensures that professionals... | | (2) |
| | A. | act with due diligence, care, skill and appropriate resources | |
| | B. | have full authority and obligation to act in terms of the agreement | |
| | C. | are able to manage the building contract | |
| 3.3 | Final completion usually composes of: | | (2) |
| | A. | final payment certificates | |
| | B. | sectional and practical completion | |
| | C. | total design and design development fees | |
| | D. | practical completion and interim completion | |



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| | | |
|-----|---|-----|
| 3.4 | The principal agent administers the contract in a JBCC PBA Contract | (2) |
| A. | TRUE | |
| B. | FALSE | |
| 3.5 | Under SACAP's recommended stages, Stage 6 is usually where construction commences | (2) |
| A. | TRUE | |
| B. | FALSE | |

Answer the following question in full sentences:

| | | |
|------|---|------|
| 3.6. | The contractor alleges that delays to practical completion of the building project have been caused by inclement weather and late receipt of contract instructions, and he requests a revision of the date of practical completion together with adjustment of preliminaries. | (12) |
| | 3.6.1. What are the "preliminaries"? (3) | |
| | 3.6.2. What determines whether a circumstance that entitles the contractor to a revision of the date of practical completion also entitles him to an adjustment of preliminaries or not? (5) | |
| | 3.6.3. If he is entitled to such adjustment, how would that adjustment be made? (4) | |



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QUESTION 4 – APPLIED & INTEGRATED UNDERSTANDING OF CONTRACTS
12 marks

4.1. You had drawn up the scope of work as per the Section 4.7 of the Code of Conduct. Much later the client, during the course of Work Stage 5, unexpectedly requests of you to specify steel mesh for all the windows as a security measure. You refer to Part O of the National Building Regulations for guidance.

| | | |
|-----|--|-----|
| 4.1 | ‘Part O’ of the NBR deals with the minimum requirements for natural lighting and ventilation eg. a fenestration must be at least 10% of the total area of that particular internal space. In your own words, describe the technical considerations in terms of Part O of the NBR? (3 marks) | (3) |
| | | |

| | | |
|-----|--|-----|
| 4.2 | JBCC Contractual implications? (2 marks) | |
| | | (3) |

| | | |
|-----|---|-----|
| 4.3 | Cost implications for the Principal Agent and how would you charge as a professional? (2 marks) | (2) |
| | | |

A small office building that is 300m² has burnt down two weeks after final completion. The client blames you as PA for the fire, and threatens to sue you because you did not specify the installation of fire detection and sprinkler systems as per Part T of the NBR. Explain the following:

| | | | |
|------|--------|---|-----|
| 4.1. | 4.1.1. | Are there legal grounds for this claim? (3) | (2) |
| | | | |
| | 4.1.2. | How would you determine liability in terms of the NBR (National Building Regulations)? Who would you rely upon to investigate the source of the fire? (2) | (2) |



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| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|



QUESTION 5 - PROJECT MANAGEMENT

24 marks



A 21 week project by DemoContractors is scheduled in the Gantt chart below. Due to the recent KZN floods, the small-scale project had to be delayed in the Ground Works phase. This pushes the project deadlines out by 2 (two weeks).

13/05/2025

DEMOCONTRACTORS PTY LTD PROJECT PLANNING PROGRAMME - MAY 2025 - REV 001

Project 05 - GENERAL RESIDENTIAL CONSTRUCTION

| DESCRIPTION | | WEEK TIME SCALE | | | | | | | | | | | | | | | | | | | | |
|----------------|---------------------------|-----------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|
| ITEM ID | ACTIVITY | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| Phase 1 | Ground Works | | | | | | | | | | | | | | | | | | | | | |
| 1 | Excavation | ■ | | | | | | | | | | | | | | | | | | | | |
| 2 | Backfill and Compaction | | | | | | | | | | | | | | ■ | ■ | | | | | | |
| Phase 2 | Structural Works | | | | | | | | | | | | | | | | | | | | | |
| 3 | Reinforced Concrete Works | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | |
| 4 | Steel Works | | | | | | | | | ■ | ■ | ■ | | | | | | | | | | |
| Phase 3 | Finishing Works | | | | | | | | | | | | | | | | | | | | | |
| 5 | Brick Laying | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | |
| 6 | Wall Plastering | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | |
| 7 | Painting | | | | | | | | | | | | | | | | | ■ | ■ | | | |
| 8 | Floor Covering | | | | | | | | | | | | | | | | | | | ■ | ■ | |
| Phase 4 | Electrical Works | | | | | | | | | | | | | | | | | | | | | |
| 9 | Conduit Works | | | | | | | | | | | | ■ | ■ | ■ | | | | | | | |
| 10 | Cable Pulling | | | | | | | | | | | | | | | | | | | | | |
| Phase 5 | Plumbing Works | | | | | | | | | | | | | | | | | | | | | |
| 11 | Drainage installation | | | | | | | | | | | | | | ■ | ■ | | | | | | |
| 12 | Inlet Piping Installation | | | | | | | | | | | | | | | | | | | | ■ | ■ |

This project is run under the JBCC Principal Building Agreement. You are the appointed principal agent on this project. The contractor wishes to ask for an extension of time as a result of the floods.

- 5.1. Under the JBCC, what is the term used to describe this natural event which has caused the delay in the works? (2)
- 5.2. The critical path has been delayed. Is the contractor within his right to claim for an extension of time? (3)
- 5.3. The client refuses to accept the request for an extension of time and wishes to terminate the contract. Explain to the client the due process to follow before terminating a contract, as well the terms around which this can occur. (5)
- 5.4. The bricklayer and the wall plasterer are in conflict about their timelines as the bricklayer decides that plastering should only commence in Week 14. Explain if this is justified. (5)



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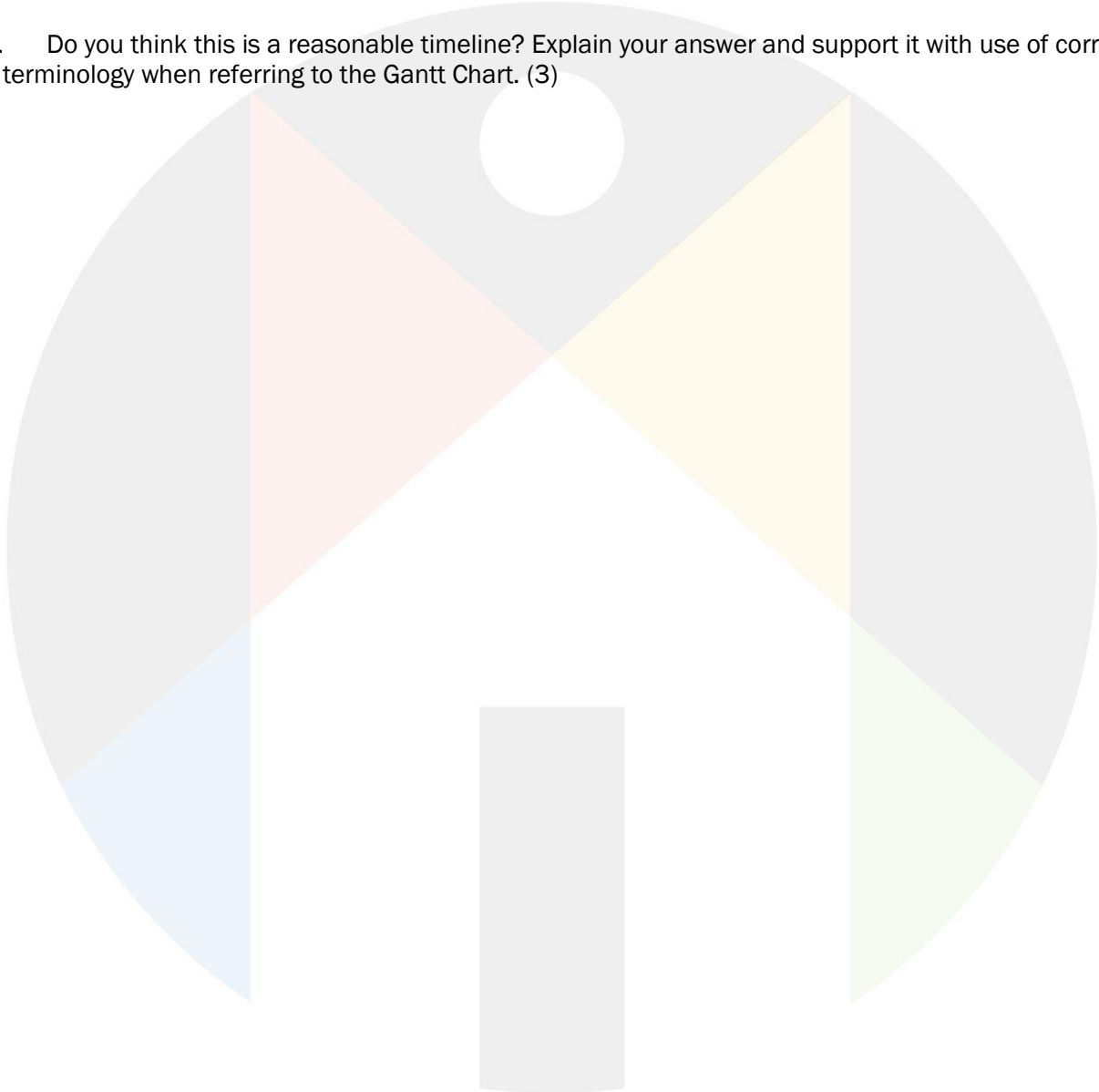
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- 5.5. The contractor has identified an error in the programming of Phase 4. Name the error (2)
- 5.6. If no changes to the programming are made i.e. no extension of time granted, at which week would you recommend the error be rectified? (2)
- 5.7. Who is generally liable for the execution of work done in this stage, and what is the name of their role under the JBCC Suite of Contractors? (2)
- 5.8. Do you think this is a reasonable timeline? Explain your answer and support it with use of correct terminology when referring to the Gantt Chart. (3)



QUESTION 6 – Terminology

15 marks



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| | | |
|--|---|-----|
| 6.1 | In terms of the contracts, what are the terms which are referred to in the following scenarios: | |
| 1. | When a contractor releases his right to site ownership as a form of security | (1) |
| 2. | A legal principle that prevents any member of the contract from arguing something or asserting a right that contradicts what they previously said or agreed to by law | (2) |
| 3. | A design consultant doing work without expecting payment | (1) |
| 4. | A contractor claims a defect is inconsequential on site | (2) |
| 5. | To remedy defects on a project | (2) |
| 6.2. Answer the following in full sentences which basic explanations; | | |
| 6.2.1 | What is name of the term used to describe the moving responsibilities from one party in a contract to another | (3) |
| 6.2.2 | What is the name of the principle followed when offers are revised based on rejection. | (4) |

QUESTION 7- JBCC & UNDERSTANDING PAYMENT CERTIFICATES
(32 marks)



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| | | |
|---|---|-----|
| You have been appointed as principal agent on the construction of a shopping mall project in which the JBCC Principal Building Agreement is used. The appointed contractor is Tropicon. Additionally, a quantity surveyor and structural engineer has been duly appointed as agents on the project. | | |
| 7.1 | The contractor decides that he is responsible for issuing payment certificates. Describe why this role is your responsibility and write in point format what are the points you may consider expressing at the next site meeting: | (5) |
| 7.2 | The contractor frustratedly says that you have no indication of how payment certificates are handled. He challenges you to describe where you would get your information from and what an interim certificate should comprise of. Explain in your own words and make reference to the PBA. | (4) |
| 7.3 | The contractor has commenced site works and encountered an endangered animal species which lives below the surface. The contractor is willing to utilise pest control chemicals to prevent them from rising above the surface, however what would you advise as the correct procedures to follow before the contractor commences with this work? | (3) |

7.4. Shopmor, the client responsible for the project initiation, is struggling to understand how to interpret the most recent payment certificate issued. All the client remembers is previously paying R 1002 807.30 which was an amount certified. Help them understand its figures by answering the following questions: (13 marks)

Payment Certificate
Issued in term of Clause 25 of the
Principal Building Agreement Edition 6.2 - May 2018

Certificate No:

Interim or Final:

Employer:

Contractor:

Works:

Site:

| | A CONTRACT SUM | B CURRENT CONTRACT VALUE | C CURRENT VALUATION | D CURRENT CERTIFICATION |
|---|---|---|---|---|
| Valuation Date: <input type="text" value="7 May 2025"/> | | | | |
| Issue Date: <input type="text" value="14 May 2025"/> | | | | |
| Payment Due Date: <input type="text" value="25 May 2025"/> | | | | |
| 1,0 Value of the works executed [25.3.1] | | | <input type="text" value="1 600 000.00"/> | |
| 2,1 Materials on site [25.3.2] | | | <input type="text" value="50 000"/> | |
| 2,2 Materials off site [25.3.2] | | | <input type="text" value="0.00"/> | |
| 3,0 SUB TOTAL | | | <input type="text" value="1 650 000.00"/> | |
| 4,0 Security Adjustments applicable [25.3.3] If applicable, state % | | <input type="text" value="0%"/> | <input type="text" value="0.00"/> | <input type="text" value="1 650 000.00"/> |
| 5,0 Net Contract Sum | <input type="text" value="2 084 000.00"/> | <input type="text" value="2 084 000.00"/> | | |
| 6,0 Authorised adjustments to contract value [26.0] | | <input type="text" value="30 000.00"/> | | |
| 7,0 Contract Price Adjustments /Cost fluctuations [25.3] | <input type="text" value="0.00"/> | <input type="text" value="0.00"/> | <input type="text" value="0.00"/> | <input type="text" value="0.00"/> |

7.4.1. What is the value of work done thus far? (1)

7.4.2. When is the client required to make payment for this interim payment certificate? (1)



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7.4.3. In which cases would the Security Adjustment not be applicable? (1)

7.4.4. Who is the contractor? (1)

7.4.5. Was there a previously issued payment certificate? What on the certificate indicates this? (2)

7.4.6. What is the total value of this project? (1)

7.4.7. Which 2 columns' figures show *cumulative value* of the project? (1)

7.4.8. How can the employer tell if the project is still within budget? (2)

7.4.9. Further down the certificate (see excerpt below), the client becomes concerned about the amounts certified. Explain to him whether or not the calculation is correct and how the net amount certified was calculated. (3)

| | | |
|-----------|--|--------------|
| 8,0 | TOTAL AMOUNT CERTIFIED | 1 650 000.00 |
| 9,0 Less | Previous amount certified [25.3.6] | 1 002 807.30 |
| 10,0 | NET AMOUNT CERTIFIED | 647 192.70 |
| 11,1 Less | Expense and loss payable to the employer [Recovery Statement 1.0] | 0.00 |
| 11,2 Less | Penalty levied and payable to the employer [Recovery Statement 1.11] | 0.00 |
| 11,3 Add | Damages payable to the contractor [Recovery Statement 2.3] | 0.00 |

You are a PA (Principal Agent) on a project a Contract Sum of R13m whose status is 90% of WS 5 (Contract Admin and Site Supervision). The contractor (BBC) has requested of you to approve their final payment certificate of R1m. The agreement between yourself and the contractor was that regardless of the valuation of the works for a particular month – the payments would be amortized equally over a 24 month period.

BBC, over-and-above, this payment are claiming for EoT (Extension of Time) due to rain delays ie. 8 days and labour unrest ie.5 days due to non-payment by the client/employer who claims to unexpectedly be insolvent.

1. What legal remedies do the contractor and employer have to urgently address the cashflow problems? (2)



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2. Is the contractor entitled to EoT due to the afore-mentioned delays? Use any of the relevant provisions of the JBCC to explain your response and cite any negative contractual implications for the parties, if any (**Note: no need to quote clause numbers**) (5)

end of examination paper two

