



South African Council for the Architectural Profession
PROFESSIONAL PRACTICE EXAMINATION
OCTOBER 2024

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 an **OPEN 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 one – **150 marks**
- Pass mark – a minimum of **50%** in each of the two papers.
- Time allocation – **3 hours**

QUESTION 1 - CONTRACTUAL UNDERSTANDING & LEGAL CONCEPTS

18 marks

1.1	Provide appropriate terminology, words or phrases to the below::		
	1.	An agreement with a serious intent is referred to as:	(1)
	2.	An agreement which has not been upheld by a party constitutes as:	(2)
3.	Contracts can _____ when all contractual obligations have ended.	(1)	
4.	Offers which reject initial ones and propose alternatives are referred to as:	(2)	
5.	When an agreement is not upheld, a stipulated form of resolving the matter is referred to as:	(2)	



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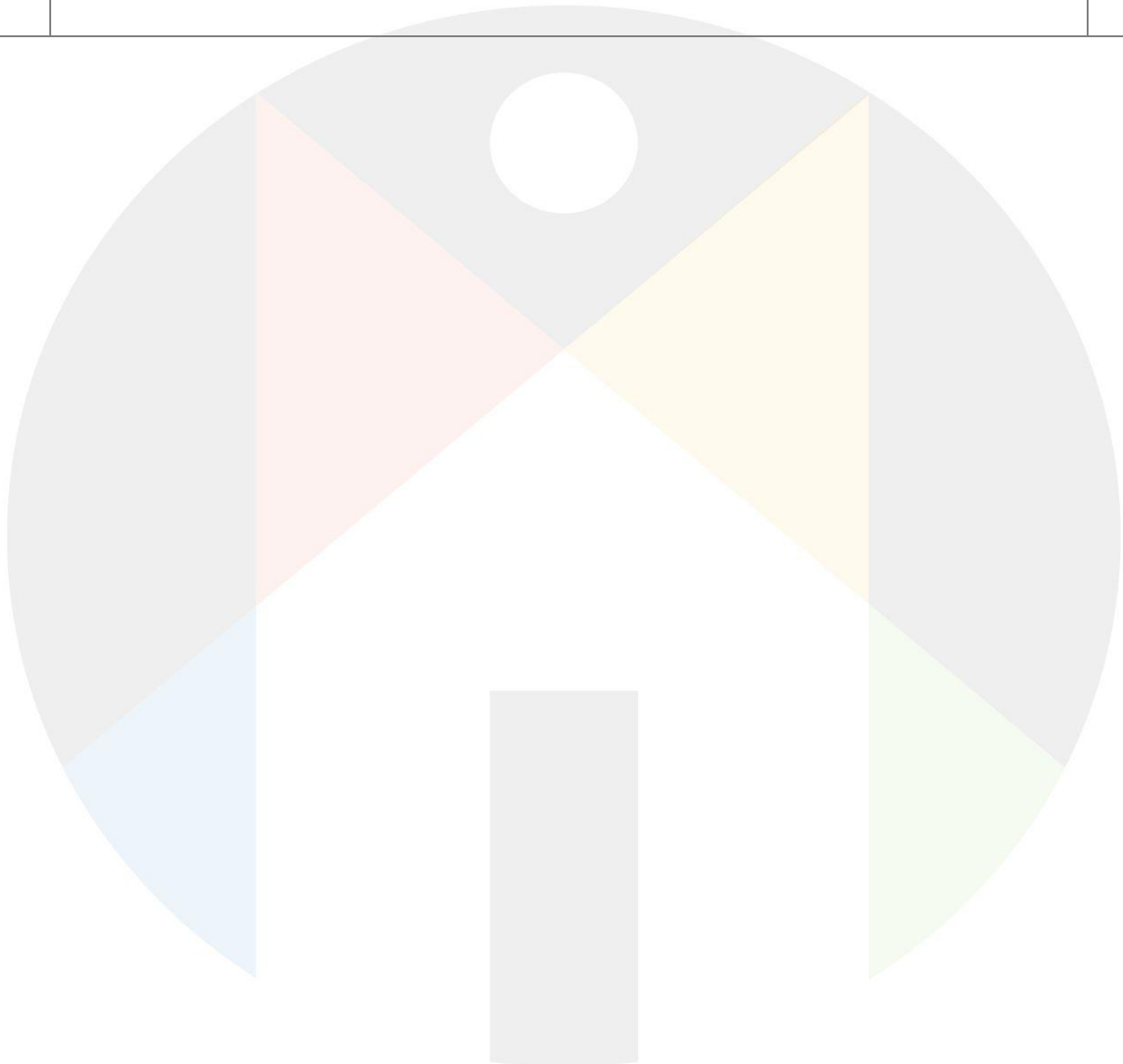
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1.2	Parties of a contract can face issues upon realising that the agreement is null and void. To avoid this, contracts are required to abide by specific criteria to be seen as valid. Explain the criteria required in detail.	(10)
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QUESTION 2 - PROJECT LIFE CYCLE & CONTRACT SELECTION

30 marks

2.1	<p>Your friend Tshepo recently used an Artificial Intelligence persona to discuss the requirements of selecting the appropriate contract for a project - from inception to construction.</p> <p>As an AI chatbot, it still needs to learn about contract specifics in the design and construction process.</p> <p>Help train its data by providing it with a base understanding of:</p> <ul style="list-style-type: none">- <i>The design phase</i> (encompassing conceptual design, council submission processes and documentation)- <i>The construction phase</i> (encompassing the site handover, the construction process with final dates of completion and defects liability periods) <p>).</p>	(6)
2.2	<p>To further understand this process in detail, the AI chatbot requires fine-tuning. Help it provide more accurate answers by correctly answering its questions below:</p>	(2)
2.2.1	<p>An appropriate contract to use at the design phase of a project is _____.</p>	
2.3	<p>The following diagram is a representation of which part of a project's life cycle?</p> <pre>graph LR; A[TENDER AWARDED] -.- B[EXPIRATION]; C[START] --- D[PRACTICAL COMPLETION]; D --- E[FINAL COMPLETION]; E --- F[EXPIRATION]; D --- G[90 days DEFECTS LIABILITY PERIOD]; E --- H[5 years LATENT DEFECTS LIABILITY PERIOD];</pre>	(2)



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2.4	Domestic subcontractors belong to which phase of the project lifecycle process? To support your answer, provide their characteristics as well:	(6)
2.5	There are two (2) additional subcontractors which are also part of the above stated phase. Name them.	(4)
2.6	Which form of subcontractor exposes the contractor to the greatest level of risk?	(3)
2.7	Which form of subcontractor exposes the employer to the greatest level of risk?	(3)
2.8	Design contracts for the design of buildings exist between various parties. Identify: <ul style="list-style-type: none">- the role players- the relationship between role players	(4)



QUESTION 3 - Multiple Choice Questions

15 marks

- Select the correct answer from the list provided. There is only 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 a contract of Southern African origin:	(3)
	A. MSC	
	B. FIDIC	
	C. NEC	
	D. None of the above	
3.2	The employer confers special rights to the principal agent, which allows the principal agent...	(3)
	A. to proceed with due diligence, care, skill and appropriate resources	
	B. to have full authority and obligation to act in terms of the agreement (correct answer)	
	C. to be able to manage the building contract	
	D. to register with the SACAP	
3.3	Two forms of payment certificates:	(3)
	A. interim and final payment certificates	
	B. sectional and practical completion	
	C. total design and design development fees	
	D. practical completion and interim completion	
3.4	The principal agent has the right to administer the contract.	(3)
	A. TRUE	
	B. FALSE	
3.5	The principal agent must be a registered ECSA professional person.	(3)
	A. TRUE	
	B. FALSE	



45 marks

Esther, a newly registered Professional Architect, has recently acquired a new client who is keen to design a residence in Mbombela, Mpumalanga.

The JBCC Principal Building Agreement is used. The professional team members on the project include a quantity surveyor and structural engineer, who the employer has duly appointed as agents on the project.

4.1	<p>As this is Esther's first project, her previous mentor has decided to guide her on what her role entails. He sends her on a research exercise to determine what her duties are according to the JBCC.</p> <p>Write in point format what are the points she will be responsible for, as laid out in the PBA relating to:</p> <ul style="list-style-type: none">• payment certificates• completion certificates• revision of practical completion dates and• cancellation of agreements.	(12)
4.2	<p>Esther's next task is to understand how payment certificates work. She heard you are knowledgeable about payment certificates and reached out to help.</p> <p>She asks specifically:</p> <ul style="list-style-type: none">- In which specific contract of the JBCC Suite can she find information on payment certificates- What are the major sections of a payment certificate- Can she create her own unique layout for a payment certificate based on her own understanding- Which clauses in the JBCC refer to payment certificates	(8)
4.3	<p>The appointed contractor commenced excavations for foundations and encountered dolomite rocks that existed below the surface. They were not recorded in any prior construction documentation.</p> <p>The contractor is willing to utilise dynamite to disintegrate the rock immediately, however this would be an additional cost.</p> <p>What would you advise as the correct procedures to follow before the contractor commences with this work?</p>	(6)
4.4	<p>Having carried out the demolition, the contractor has contacted Esther to urgently issue an interim payment certificate.</p> <p>Esther's response is that she will pay him within 3 weeks for his work.</p>	(4)



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4.5	The contractor has successfully achieved practical completion on time, and the final completion for the project is now underway. Describe five consequences of the achievement of final completion that have an effect on the rights and obligations of the contracting parties. Mention the effect this has on the variable construction security to ease the contractor's mind as this was taken at the start of the project .	(10)	
4.6	During the same week, Esther was notified that a project she worked on a few years ago collapsed in a small town in the Northern Cape. The JBCC Suite of contracts were utilised during its construction. Explain the concept of a defect according to the JBCC to conclude your answer. Describe what the potential responsibilities of the contractor would be if this occurred within a 5 year period after final completion.	(5)	

QUESTION 5 - DISPUTE RESOLUTION

7 marks

5.1	A contract lawfully comes to an end upon...:	(2)
5.2	Which method of dispute resolution is preferred in a construction setting?	(1)
5.3	When a dispute has exhausted all alternate forms of resolution, what is the final form of resolution?	(2)
5.4	Which form of dispute resolution preserves relationships between parties to the largest extent?	(1)
5.5	Which form of dispute resolution is usually one in which a neutral party makes a binding decision?	(1)



QUESTION 6 - JBCC DEFECTS LIABILITY PERIOD

5 marks

6.1	<p>Review the diagram below and answer the True or False questions which follow.</p>	
6.1.1	The 90 Day Defects Liability Period commences from the date of practical completion	(1)
6.1.2	Interim completion occurs within the construction period	(1)
6.1.3	After construction has completed, a contractor can 'make good' issues to the works for an indefinite period of time.	(1)
6.1.4	The date for practical completion is fixed and cannot be revised	(1)



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QUESTION 7 - TERMINOLOGY

5 marks

7.1	Latin words and phrases are associated with specific legal consequences to specific events. Identify the appropriate latin term which suits the event below:	
7.1.1.	A non-exhaustive list of a party's obligations in a contract	(1)
7.1.2.	Payments made to the design consultant in proportion to the time spent on conceptualising the design	(1)
7.1.3.	A contractor claims an excuse of ignorance to his responsibilities of the latent defect's liability period under the construction contract	(1)
7.2. Answer the following with the appropriate phrase or word		
7.2.1	What is the name of the term used to describe the transfer of responsibilities from one party in a contract to another?	(1)
7.2.2	When one cedes their responsibilities, it is referred to as:	(1)



25 marks

8.1	<p>After winning a competition to design a new development, Wonderstar Resorts has selected your firm's design for construction. Construction has commenced and progress is running smoothly.</p> <p>As you have been preparing to write the Professional Practice Exam this year, the principal of your firm thought to give you an opportunity to complete a payment certificate for which a contractor has submitted her claim.</p> <p>The details of the claim are as follows (All excluding VAT):</p> <p>Employer: Wonderstar Resorts Contractor: Zamba Construction Works: Additions And Alterations to Waterfront Resort Site address: Erf 2399, Strandfontein, Cape Town The 6th Valuation was done on 18th June 2024.</p> <p>The payment certificate needs to be issued on the 28th of each month and the payment date needs to be calculated.</p> <p>The previous amount certified of R10 200 067.22</p> <p>Contract Sum: R18,168,000.00 Value of work executed: R12,150,000.78 Materials and goods on site: R220,560.22 Materials and goods off site: R80,570.00 Security selected: Variable construction guarantee Authorised adjustments to contract value due to additions : R25 000.00 Cost fluctuations: nil</p> <p>Fill in the Interim Payment Certificate provided</p>
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Payment Certificate

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

Certificate No: 8.1

Interim or Final 8.2

Employer 8.3

Contractor 8.4

Works 8.5

Site 8.6

Valuation date 8.7 Issue date 8.8 Payment due date 8.9

	A CONTRACT SUM	B CURRENT CONTRACT VALUE	C CURRENT VALUATION	D CURRENT CERTIFICATION	
1.0 Value of work executed [25.3.1]			8.10		
2.1 Materials and goods on site [25.3.2]			8.11		
2.2 Materials and goods off site [25.3.2]			8.12		
3.0 Subtotal			8.13		
4.0 Security adjustments applicable [25.3.3] <i>If applicable, state %</i>		%			
5.0 Net contract sum	8.14	8.15			
6.0 Authorised adjustments to contract value [26.0]		8.16			
7.0 Cost fluctuations [25.3.4]	8.17	8.18	8.19	8.20	
8.0 GROSS AMOUNT CERTIFIED				8.21	
9.0 Less Previous amount certified [25.3.6]				8.22	
10.0 NET AMOUNT CERTIFIED				8.23	
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]					
11.3 Add Damages payable to the contractor [Recovery Statement 2.3]					
11.4 Add Expense and loss caused by a direct contractor [Recovery Statement 2.4]					
11.5 Add Termination of a n/s subcontract agreement, employer's default [Recovery Statement 2.6]					
12.0 Subtotal	8.24	8.25		8.26	
13.0 Add Tax on 12.0 [25.3.8]	8.27 %	8.28	8.29	8.30	
14.1 Less Default interest payable to the employer [Recovery Statement 1.12]					
14.2 Less Recoupment from contractor of an advance payment [Recovery Statement 1.10]					
14.3 Add Default interest payable to the contractor [Recovery Statement 2.1]					
14.4 Add Compensatory interest payable to the contractor [Recovery Statement 2.2]					
14.5 Add Advance payment made to the contractor [Recovery statement 2.5]					
14.6 Add Other non-taxable amounts [25.3.10]					
15.0 TOTAL	8.31	8.32			
16.0 Currency 8.33 CERTIFIED AMOUNT DUE FOR PAYMENT to the:			8.34	8.35	
17.0 Contract sum execution (Security for construction - variable only)			(D8.0÷A12.0x100)	8.36 %	
Security status					
Mark each box as appropriate: ✓ or ✗	8.37	D17.0 < 50% <input type="checkbox"/>	D17.0 ≥ 50% <input type="checkbox"/>	Practical Completion <input type="checkbox"/>	Final Completion <input type="checkbox"/>

Signature

Date: 8.38

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

Name and address of the principal agent's practice