



PROFESSIONAL PRACTICE EXAM – 27 MARCH 2014

PAPER 1: This is closed book paper.

Answer all questions

Total marks for this paper	-	100 marks
Time allowed for Paper 1	-	3 hours
Pass mark for the examination	-	55% per paper with an average of 60% for the two papers combined.

QUESTION 1

15 MARKS

- 1.1 In terms of the Architectural Professions Act No 44 of 2000:
- 1.1.1 Name any two voluntary organisations. (2)
 - 1.1.2 Name any three examples of a closely allied profession. (3)
 - 1.1.3 How many categories of Registration are there? (1)
 - 1.1.4 Name any four categories of Registration? (4)

Answer to 1.1

- 1.1.1 Any 2 of the following:
 - SAIA (1)
 - SAIAT (1)
 - SAIBD (1)
- 1.1.2 Any 3 of the following:
 - Engineering Profession Act No 46 of 2000 (1)
 - Landscape Architectural Profession Act No 45 of 2000 (1)
 - Project and Construction Management Professions Act No 47 of 2000 (1)
 - Quantity Surveying Profession Act No 49 of 2000 (1)
 - Planning Profession Act No 36 of 2002 (1)
- 1.1.3 Nine Categories (1)
- 1.1.4 Any 4 of the following:

Professional Architect	(1)
Professional Senior Architectural Technologist	(1)
Professional Architectural Technologist	(1)
Professional Architectural Draughtsperson	(1)
Candidate Architect	(1)
Candidate Senior Architectural Technologist	(1)
Candidate Architectural Technologist	(1)
Candidate Architectural Draughtsperson	(1)
Specified Categories prescribed by the Council	(1)

1.2 In terms of Board Notice 31 of 2009 – “CPD and Renewal of Registration”, select whether the following are true or false:

- | | | |
|-------|---|-----|
| 1.2.1 | CPD is the abbreviation for Continuing Personal Development. | (1) |
| 1.2.2 | There are 3 categories of CPD activities on which to obtain credits. | (1) |
| 1.2.3 | The CPD system functions in five (5) year cycles. | (1) |
| 1.2.4 | Maximum Category 1 Credits a registered person may claim per annum is two | (1) |
| 1.2.5 | Work Based Activities are rendered as Category 1 Credits. | (1) |

Answers to 1.2

- | | | |
|-------|--|-----|
| 1.2.1 | False, Continuing Professional Development | (1) |
| 1.2.2 | True | (1) |
| 1.2.3 | True | (1) |
| 1.2.4 | False, Maximum CPD Category 1 Credits that can be claimed is 4 | (1) |
| 1.2.5 | False, Category 2 Credits | (1) |

QUESTION 2

30 MARKS

2.1 Select whether the following are members of a closely allied profession, by stating either “YES” or “NO”:

- | | | |
|-------|--|-----|
| 2.1.1 | The Town Planning Profession | (5) |
| 2.1.2 | The Landscape Architectural Profession | |
| 2.1.3 | The Quantity Surveying Profession | |
| 2.1.4 | The Interior Design Profession | |
| 2.1.5 | The Project and Construction Management Profession | |

Answers to 2.1

- | | | |
|-------|-----|-----|
| 2.1.1 | NO | (1) |
| 2.1.2 | YES | (1) |
| 2.1.3 | YES | (1) |

- 2.1.4 NO (1)
2.1.5 YES (1)

2.2 A developer approaches you and requests that you do work stages 1 to 4.1 “on risk” for a new townhouse development consisting of 27 units, with 3 typical designs to be repeated, in order for him to do his marketing, secure bridging finance from his bank and to commence with the construction of 1 show unit. He also indicates that he would like a reduced fee from the recommended Tariff of Fees used to calculate your fees.

- 2.2.1 Write a letter in response to his requests made during the initial meeting, informing him in point form of the Professional Responsibilities you have to comply with in terms of Rule 4.1 of the latest SACAP Code of Professional Conduct, prior to undertaking any architectural work. (10)
- 2.2.2 List 5 reasons against a reduction of fees that you would use in your response to his request for a reduced fee? (5)

Answers to 2.2

2.2.1 Dear Developer

With regard to our meeting held on 5 February 2014, we would like to respond as follows:

We thank you for your consideration in appointing us as architects for your proposed 27 unit development as described, however we need to inform you that we have the following professional responsibilities to comply with, prior to undertaking any architectural work. (1)

In terms of our Council’s Code of Conduct, the following issues need to have been agreed to and set out in writing, prior to commencing:

- a) The scope of the work; (1)
- b) The services to be provided; (1)
- c) The allocation and limitation of responsibilities; (1)
- d) The fee payable for the services and the method of calculating this as well as the stages at which it will be paid; (1)
- e) The budget for or other limitations on the project; (1)
- f) Provisions for termination of the agreement; (1)
- g) Details of professional indemnity; and (1)
- h) Provisions for any dispute resolution (1)

In view of the above professional responsibility, please find attached herewith, a completed and approved Client Architect Agreement for your signature, (1)

which addresses all the above ethical requirements.

Sincerely

2.2.2 Response to a call for reduced fees:

- a) One would firstly inquire from the client, whether there is any part of your standard services that he would wish for you to omit or reduce, in order to bring about any required reduction in fees (1)
- b) Secondly, one would advise the client that, your fees have been calculated in accordance with the latest Tariff of Fees, as determined and published annually by the SACAP (1)
- c) that this Tariff of Fees has been developed over a number of years to assess a fair and reasonable fee for an architect to render the required services, that best serves the client and the built environment; (1)
- d) that a reduction in fees may cause an increase in your PI premium or a reduction in your cover (1)
- e) that as a business person, you also have to cover a number of overheads associated with his project, which will cause a reduced profit margin and hence become unfeasible (1)

2.3 As the architect on a project, a product which you have specified, without the right of substitution, fails after 1 year. (10)

2.3.2 Name 3 forms of agreement that you could use in your appointment as architect, to indemnify yourself against a claim from the client?

2.3.3 Describe the consequences, if you have not used any one of these agreements in your appointment as architect?

2.3.4 According to these agreements, what is the time limit on the architect's responsibility for any defects concerning the design and when does that period commence?

Answers to 2.3

2.3.1 Any of the following documents should be used

- a) The 2008 SAIA Client Architect Agreement with its relevant Annexures 1-6; (2)
- b) The Aug 2009 Edition 2 PROCSA Terms and Conditions with Annexure A & B for the Architect; or (2)
- c) By writing a letter, containing a clause similar to that contained within the above two agreements (2)

2.3.2 Clause 3.3.3 of the SAIA CAA indemnifies the architect against the failure of products specified by trade name. If no indemnity clause is included in the architect's appointment, then he/she is responsible ad infinitum. (2)

2.3.3 Clause 3.2.1 of the SAIA CAA stipulates a period of 5 years from the date of practical completion (2)

QUESTION 3

25 MARKS

3.1 Name any eight other professions that could form part of the professional team (8)

Answers to 3.1

Any eight:

- 3.1.1 Quantity Surveyors (1)
- 3.1.2 Structural & Civil Engineers (1)
- 3.1.3 Mechanical & Electrical Engineers (1)
- 3.1.4 Traffic Engineers (1)
- 3.1.5 Landscape Architects (1)
- 3.1.6 Interior Designers (1)
- 3.1.7 Acousticians (1)
- 3.1.8 Land Surveyors (1)
- 3.1.9 Town Planners (1)
- 3.1.10 Property Consultants (1)
- 3.1.11 Legal Consultants (1)
- 3.1.12 Insurance Advisers (1)
- 3.1.13 Financial Advisers (1)

3.2 Name seven headings you would include in your Agenda for a Site Meeting. (7)

Answers to 3.2

- 3.2.1 Apologies for absence. (1)
- 3.2.2 Minutes of the last meeting. (1)
- 3.2.3 Matters arising out of these minutes. (1)
- 3.2.4 Items carried over from last meeting. (1)
- 3.2.5 Main business of present meeting ie:
 - 3.2.5.1 progress,
 - 3.2.5.2 quality,
 - 3.2.5.3 safety, etc. (1)
- 3.2.6 Any other business. (1)
- 3.2.7 Confirm date for next meeting. (1)

3.3 In order to pre-qualify contractors invited to apply for inclusion in a list of approved tenderers, name ten steps you would take to establish their suitability for this project. (10)

Answers to 3.3

- 3.3.1 Obtain a list of recently completed projects of similar type and size from the contractor with the contact details of the building owners/developers. (1)
- 3.3.2 Arrange to visit these buildings to check the quality of finishes and discuss the performance of the contractor with the building owners. (1)
- 3.3.3 Obtain a list of architects and quantity surveyors who were involved in previous projects with this contractor and obtain references from these professionals. (1)
- 3.3.4 Obtain a list of subcontractors and suppliers that this contractor normally uses on his buildings and check out references and how regularly he pays his accounts. (1)
- 3.3.5 obtain a list of projects currently under construction by this contractor and pay a visit to at least one of his building sites. (1)
- 3.3.6 obtain a list of personnel together with cvs of key personnel whom this contractor intends using on your project. (1)
- 3.3.7 discuss the contractor's current and future workload commitments with him. (1)
- 3.3.8 obtain details of the contractors insurance policies and his ability to provide a construction guarantee. (1)
- 3.3.9 obtain details of the contractor's method of programming the works. (1)
- 3.3.10 obtain a list of subcontractors that this contractor has employed on previous projects and ascertain from them how he handles his subcontractors with regard to programming their work with his own, how regularly he meets his payment obligations to them and how he generally manages the contract. (1)

QUESTION 4

30 MARKS

You have been appointed as the principal consultant (leader of the professional team), consultant (architect) and principal agent for converting your client's existing multi storey commercial building into social housing. The building is a high rise structure, requires extensive electrical reticulation, new lifts, a standby generator, access control, smoke detection system, extensive plumbing and new brick dividing walls which will impose loadings on the floor slabs not previously there.

Besides yourself as the architect, your professional team includes a quantity surveyor, structural engineer, electrical engineer, mechanical engineer, wet services engineer and fire consultant.

Your client does not wish to appoint all of the consultants individually and insists that you engage them and to quote a single fee for all of the necessary professional services – ie the client is looking for a “package deal”.

Discuss the merits of this situation listing the advantages and disadvantages of the proposal from the point of view of:

- 4.1 the client (10)

Answer question 4.1

4.1 From the client's point of view:

4.1.1 Advantages:

- he has only one person with whom to communicate and to hold responsible for any error, omission or negligence on the part of any professional consultant
- only one client/ consultant professional services agreement to enter into
- only one fee and disbursement account to deal with on a monthly basis
- he would expect to pay a lesser fee than had he appointed each consultant separately
- he would expect to get a better and more efficient service than had he made separate appointments with each consultant

4.1.2 Disadvantages:

- he has no say in the selection of the other consultants
- he has to rely on the integrity of the architect for the conduct of the other consultants

4.2 the architect

(10)

Answer question 4.2

4.2. From the architect's point of view:

4.2.1. Advantages:

- he has the ability of selecting consultants with whom he has worked previously and knows their capabilities
- he can expect to have better control over the other consultants – he
- has the power to fire a consultant who does not perform adequately
- he can claim a portion of the joint fee for fulfilling the role of team
- leader and team co-ordinator (principal consultant)

4.2.1. Disadvantages:

- he carries a greater responsibility and risk of liability if any consultant is
- negligent
- he would need to negotiate a special professional indemnity insurance policy
- probably at a higher premium
- he carries the responsibility of paying fees to the consultants even when
- not paid by the client unless a “pay when paid” condition is included in their contractual agreement

- he will need to ensure that he is not transgressing the statutory
- regulations of the other professions

4.3 In the event of you agreeing to appoint the consultants as part of your team for this project, what form of agreement would you require all of the consultants to enter into with you (10)

Answer 4.3

- 4.3.1 The architect could enter into a “Joint Practice” Agreement with all of the other consultants to cover items such as each consultant’s responsibilities, payment of fees and disbursements, professional indemnity insurance, confidentiality, time scales for production of designs and documentation, termination of the services of a consultant who does not perform adequately
- 4.3.2 As an alternate to the above, the professional team could form a new consortium or joint venture practice and have a lawyer draw up a suitable agreement – this practice could be registered as a cc, or limited liability company
- 4.3.4 Any other form of agreement to protect the interests of the consultant, but the architect in particular, as he carries the responsibility for the full professional team