

THE NAMIBIA COUNCIL FOR ARCHITECTS & QUANTITY SURVEYORS
ASSESSMENT OF PROFESSIONAL COMPETENCY
PAPER 2

THIS PAPER IS FOR BOTH ARCHITECTURAL AND QUANTITY SURVEYING CANDIDATES

SEPTEMBER 2018

NOTE:

- This Assessment comprises Paper 1 and Paper 2
The overall pass mark required is 75%.
- Paper 1 comprises 50 marks and Paper 2 comprises 50 marks with a combined total of 100 marks.
- This is an open book Assessment and candidates may take into the examination room and use whatever Government Gazettes, Contracts, books and other printed public reference material they wish. If in any doubt, all materials brought into the examination room must be declared prior to the commencement of the Assessment.
- Only mathematical calculators are allowed to be brought into the examination room. Under NO circumstances whatsoever may any other electronic devices such as Ipads, cell phones, e-books, PDA's, and the like be brought into the examination room or be allowed to be used.
- **All questions must be answered.**
- All answers must be numbered correctly.
- Give full reasons for your answers with reference to relevant contract clauses if applicable.
- The marks for each question are indicative of the points / items that need to be addressed in answering the questions.
- Time Allowed: 4 hours

PLEASE READ ALL QUESTIONS CAREFULLY

QUESTION 1

12 Marks

In considering the 'White' form of contract and the new Namibian GCC form of contract, briefly explain the differences between the two contracts with reference to

- domestic sub-contractors,
- selected non-nominated sub-contractors,
- nominated sub-contractors, and
- other sub-contractors

in as far as these different sub-contractors are applicable to these contracts.

Your answer must also briefly state how these different sub-contracts are administered within each contract with regard to risks, performance, responsibilities, etc.

QUESTION 2

10 Marks

Note : This is a reference to the "White" Form of Contract. The situation in the Namibian GCC contract is not too different.

Despite several requests from you as the Principal Agent, the Contractor has persistently neglected to supply a detailed construction programme. Although the progress of the work has continued regularly and smoothly for some time, as the works are complicated in nature, you are unable to make a reasonable assessment as to whether the construction works will be completed on time.

At each Progress Meeting, the Contractor has informed you of a number of potential delays, but at the same time has stated that he would be able to catch up the lost time. However towards the end of the contract, the Contractor submits the outstanding construction programme showing a delay to completion, as well as a detailed claim for extension of time. He asserts that he has complied with clause 20 of the contract and demands that you make your decision within 28 days of his claim as required in terms of clause 20.

His claims relate to the following:

- a) The municipal road that washed away during a major rainstorm at the beginning of the contract. This road allowed for easy and direct access to the site and was not passable for several months as the municipality failed to reconstruct the damaged section. During this period the Contractor was able to make use of an alternative gravel back-road that was considerably longer, smaller and therefore more time consuming to use. **(5 marks)**
- b) The gravel pit from which the Contractor intended to source the G5 materials required as filling under the floors filled with water and remained so for several months. The top natural soil layers flooded into the borrow pit affecting the nature and suitability of the fill material. This only became known after the borrow pit had dried out and the Contractor had to locate another source for the fill materials. **(5 marks)**

Discuss each of the circumstances above motivating as necessary your reasons for granting or refusing any extension of time claimed. Your answer should indicate whether or not any additional costs will be payable in terms of clause 20.5

QUESTION 3**10 Marks**

Note : This is a reference to the "White" Form of Contract. The situation in the Namibian GCC contract is not too different.

Discuss in detail the different types of insurances referred to in the Contract with particular reference to who is responsible for taking out the insurance . Your answer must demonstrate your understanding of the difference between liability and insurance.

QUESTION 4**5 Marks**

What are the implications of the issuing of the Certificate of Practical Completion to both the Employer and the Contractor?

QUESTION 5**5 Marks**

In what way are the functions of either the Namibia Institute of Architects or the Institute of Namibian Quantity Surveyors different from those of the Namibia Council for Architects and Quantity Surveyors

QUESTION 6**8 Marks**

Note : This is a reference to the "White" Form of Contract.

Briefly highlight the circumstances under which the Employer and the Contractor can cancel or determine employment of the Contractor in terms of the Contract .

TOTAL 50 MARKS