

**Note:** This sample NEP paper/answer sheet is provided to illustrate the nature of the questions likely to be encountered in the APE. The issues frequently concern matters of current practice which can develop with the effluxion of time. Candidates are cautioned to ensure that the answers remain relevant to contemporary practice before relying on particular answers.



## Architects Accreditation Council of Australia

**Candidate's name:**

**State/Territory:**

### ARCHITECTURAL PRACTICE EXAMINATION NATIONAL EXAMINATION PAPER - SAMPLE PAPER 2011

Time allowed: 1 hour (plus 10 minutes extra reading time)

#### Candidate instructions

This is a closed-booked examination. Reference materials and electronic media will not be permitted into the examination room.

You are provided with an **Examination Paper** and a **separate Answer Sheet**. Both documents will be collected at the conclusion of the examination period.

The **Examination Paper**: Comprises a number of scenarios. Each scenario is followed by a series of statements, one or more of which are correct.

The **Answer Sheet**: Answers for each Scenario are to be entered into the Answer box. **Scenarios** are entered numerically to correspond with those in the Exam Paper. Statements associated with each Scenario are referenced alphabetically across the page.

#### TO COMPLETE THE EXAMINATION YOU MUST USE THE ANSWER SHEET

1. Use the pencil provided to shade your answers. **DO NOT** make any other markings on the Answer Sheet.
2. Write your name in full in the space provided on the Answer Sheet. Write your Candidate Number and Date of Birth in the boxes under the grey and shade the corresponding circle in each column.
3. For each Scenario select **all** statements that you consider to be **correct** by completely shading the appropriate circle/circles on the Answer Sheet.
4. If you wish to change an answer, you must do so in the Answer Box. Use the provided eraser to carefully erase the answer.

#### Marking method and scale

Correct statement selected	2 marks
Incorrect statement selected	minus 1 mark
Correct statement missed	zero mark

60 per cent is required to pass the National Examination Paper.

#### Important Notice

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Inquiries should be addressed to: The Registrar: Architects Accreditation Council of Australia

**AACA Sample Examination Paper**  
**2011**

**Scenario 1**

**You have designed and documented a house. Your fee claims over the last four months of the design/documentation period have been based on an agreed budget, detailed in the Client-Architect Agreement signed by you and your client.**

**Six tenders were received the lowest of which is 50% higher than the construction budget. There is no prospect of a reduction in project quality or the size in order to bring it within the budget.**

- a) Professional Indemnity Insurance policies do not cover architects for budget over-runs.
- b) You may be required to forfeit all or part of your fee for this work.
- c) Your client may have grounds to sue you under s52(1) of the Trade Practices Act (1974) for negligent misstatement and/or deceptive and misleading conduct.
- d) Your client set the budget, consequently he has no basis for an action against you for failure to satisfy it.

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# AACA Sample Examination Paper

2011

## Scenario 2

**You are administering a building contract. Practical completion has occurred and the contract provides for a defects liability period of six months plus a cash retention to cover the cost of rectifying defective work. During this period numerous defects become apparent, many of which interfere with the successful operation of the building. The builder is unco-operative in rectifying defects when requested.**

- a) The builder is not obliged to rectify any defects that are notified to him until the end of the defects liability period.
- b) The builder must rectify any defects immediately he is notified of them.
- c) If the builder refuses to co-operate in rectifying defects, the proprietor must wait till the completion of the defects liability period before engaging others to rectify the defects using the retention funds that are available to him.
- d) If the proprietor engages others to rectify defects and the cost of rectification is greater than the retention fund then the proprietor has no redress against the builder.
- e) The retention fund is available to the proprietor for defect rectification if the contracted builder fails to complete the defects expeditiously; if the proprietor engages others to complete the rectification, the proprietor has no obligation to account to the builder for how the retention monies are expended.

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# AACA Sample Examination Paper

2011

## Scenario 3

**You have designed a small house on a difficult site with highly reactive foundation conditions.**

**It is a condition of your specification that the builder gives 48 hours notice prior to pouring concrete. A slab at ground level has been prepared and poured without your knowledge. After consideration of the available information, you reject the possibility of opening up part of the slab because of the likely sub-surface consequences and you issue instructions for the builder to demolish the slab and pour a new one in accordance with the specification.**

**The builder has referred your instruction to your client on the basis that the decision is unfair, will delay progress of the works and will add a variation for which the proprietor will be responsible. Your client overrules your decision and tells the builder to proceed with the works.**

- a) In the event that the builder complied with your instruction and the slab was found to have been properly constructed, the builder would have a valid claim for a contract variation.
- b) Irrespective of the outcome of the demolition, the builder has a valid claim for a variation.
- c) If there was a valid variation under the circumstances outlined above, the builder would also have a valid claim for an extension of time and costs associated with the time extension.
- d) If there was a valid claim for a variation and costs you could be called upon to meet the claim due to your negligence in wrongly instructing the builder.

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# AACA Sample Examination Paper

2011

## Scenario 4

**Your company has been approached to undertake the design and administration of a major refurbishment of a recent significant building, regarded by many members of the profession and the wider community as a modern classic. The original architect has not been approached to undertake this work. The client sees elements of the original building design as a commercial problem and is seeking a fresh approach to the refurbishment.**

**Your company has recently received a number of architectural awards for buildings constructed predominantly of glass. It is this aesthetic that has attracted the owner of the building, the subject of the commission, to contact you.**

**It is expected that you will change the nature of the building to reflect the new minimalist aesthetic. Although you have some reservations about this approach, the commission is the highpoint of your architectural career and will secure your company's financial viability for years to come.**

- a) You must decline the commission.
- b) You should accept the commission without reservation.
- c) You should advise your client to consider the possible effects of the Copyright Amendment (Moral Rights) Act 2000 (Cwlth)
- d) Under the Copyright Amendment (Moral Rights) Act 2000 (Cwlth) you are legally bound to contact the original architect and advise him/her of your appointment to refurbish the building and invite his/her comment on your initial design concept.

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# ACA Sample Examination Paper

2011

## Scenario 5

**You have designed an apartment building with subterranean car parking and storage areas. You are now administering the building contract. After the proprietor has made the first progress payment in accordance with your certificate, work on the site is delayed by three days of rain which floods the entire basement area. It takes a further five days for the water to drain away.**

**The rain and flooding have prevented all work from continuing on the site. The builder lodges a claim for an extension of time for eight working days plus costs. In considering the claim you form the view that the builder has not taken sufficient steps to drain the site. In your view, had he done so, work could have been recommenced earlier than it did.**

- a) You should allow the whole of the builder's claim including delay costs.
- b) You should allow the whole of the time claimed, but no costs for delay.
- c) You should reject the entire claim.
- d) You should allow a three day extension of time for the wet weather, plus part of the five days claimed for the effects of the site flooding.

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**AAACA Sample Examination Paper**  
**2011**

**Scenario 6**

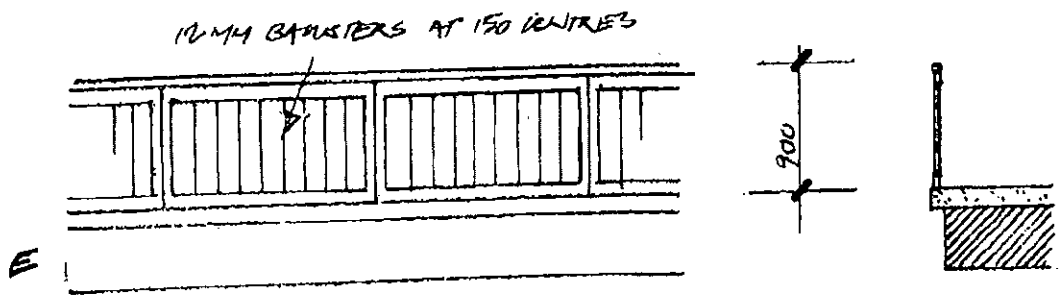
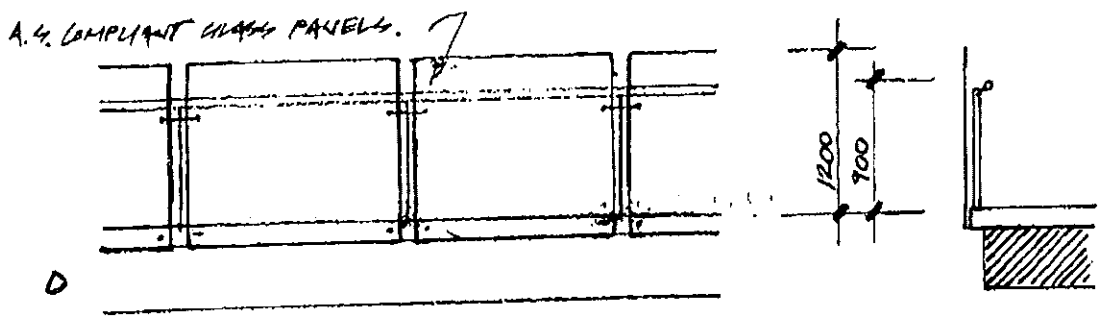
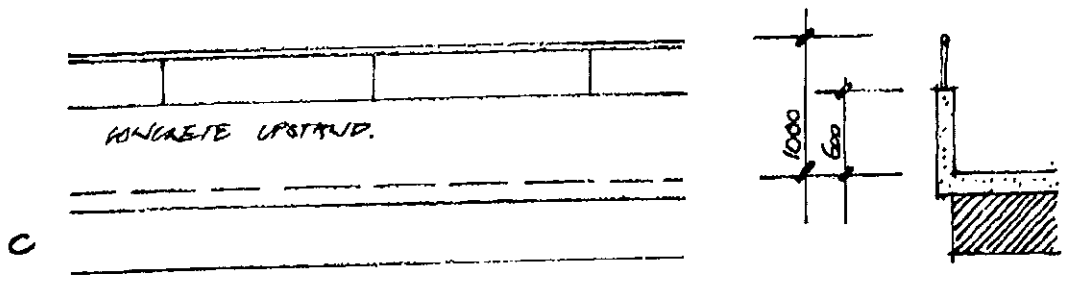
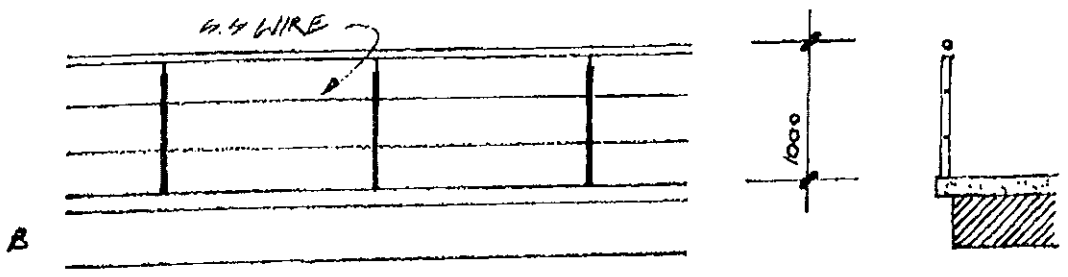
**You are the project architect for a Community Centre and during the design development phase you review the possible design solutions for a balustrade to a mezzanine floor within the main hall. The mezzanine floor is 4.5m above the floor level.**

**Without reference to the Building Code of Australia (BCA) you have prepared a number of preferred design options for review.**

**Which of the design options in the attached graphic comply with the requirements of the BCA?**

**NOTE: State specific amendments such as NSW D2.16(f)(iv) and (v) are not to be considered.**

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# AACA Sample Examination Paper

2011

## Scenario 7

**You live in the capital city of one of the States\* of Australia and have become registered as an architect in that State.**

**\*Where reference is to "State" in this question it means any Australian jurisdiction ie State or Territory.**

- a) If a client requests that you undertake a commission for him in another State, you are able to accept, since registration in your own State automatically allows you to use the title "architect" throughout all States of Australia.
- b) There is a national registration process which, if complied with in one State, allows you to use the title "architect" Australia-wide.
- c) There is a national register of architects controlled by the architects' professional body (The Australian Institute of Architects).
- d) Although all legislation regulating architects in Australia is State-based, the Architects Acts in each State contain identical wording.
- e) There is Mutual Recognition agreement between all States/Territories of Australia which recognises that an architect registered in one State/Territory will automatically be qualified to apply for and become registered in another.

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## **End of the Sample Question Exam Paper**

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