

CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT, CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT & CPCCBC4032A APPLY CONTRACT LAW TO SALES PROCESSES

The assessment activities for *CPCCBC4003A Select and prepare a construction contract*, *CPCCBC4016A Administer a construction contract* & *CPCCBC4032A Apply contract law to sales processes* cover all aspects of the unit of competency required. To demonstrate competence in this unit, a participant must undertake all tasks and complete them satisfactorily and consistently. For Apprentices and Trainees, this includes employer completion of the Employer Record Book (ERB).

Participants must read all the information given before starting any assessment task. The assessment tasks are intended to be equitable, fair and flexible. If a participant has any questions or requires alternative arrangements to be made such requests should be directed to their Trainer/Assessor, who should note such arrangements in the 'Assessor Comments' on the affected assessment. If a participant feels they are not yet ready to be assessed, they should discuss their options with their Trainer/Assessor.

To satisfactorily complete the assessment, the participant is required to answer all questions correctly and demonstrate their skills to industry standards. If a participant does not answer some questions or perform some tasks, they will be deemed 'Not Satisfactory' for the task and 'Not Yet Competent' for the unit of competency. The Trainer/Assessor is able to provide the participant with additional information on interpreting the assessment outcomes and provide guidance on the participant's options. Should a participant still be deemed 'Not Satisfactory' they will have the opportunity to undertake a supplementary assessment or appeal the result.

By signing the cover page for each assessment item, the participant acknowledges they understand the assessment instructions and requirements and consent to being assessed. The participant also verifies and assures the RTO that the work submitted is their own work.

Participant Name	Mellissa Parsons
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Task	Assessment Results	
Theory Exam	☐ Satisfactory	☐ Not Yet Satisfactory
Practical Assessment	☐ Satisfactory	☐ Not Yet Satisfactory
Outcome for CPCCBC4003A	☐ Competent	☐ Not Yet Competent
Outcome for CPCCBC4016A	☐ Competent	☐ Not Yet Competent
Outcome for CPCCBC4032A	☐ Competent	☐ Not Yet Competent

Assessor Name	
Assessor Signature	
Unit Competence Determination Date	Click here to enter a date.

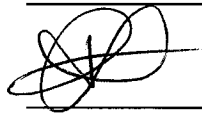
CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT, CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT & CPCCBC4032A APPLY CONTRACT LAW TO SALES PROCESSES

THEORY EXAM INSTRUCTIONS

- This exam will occur under standard assessment conditions.
 - An oral examination may be allowed under certain circumstances, whereby the Participant's answers will be documented by a party other than the Participant. This must be acknowledged in writing (e.g. FT001 and Assessor Comments)
- Participants must provide enough detail in their responses to demonstrate their knowledge and skills.
- Please fill in the details below, providing your name, signature and date of assessment.
 - Your signature acknowledges that this is your own work.
- Assessors are to complete marking in pen of a different colour to the Participant.
- If a Participant initially answers a question incorrectly but modifies their response, they must follow the instructions below:
 - If a Participant changes their response in writing, they must put their initials next to the written change.
 - If a Participant changes their response verbally, this must be noted on the exam paper by the assessor.

Participant name Mellissa Parsons

Participant signature



Date

Click here to enter a date. 14/6/21

Assessor name

Assessor signature

Date

Click here to enter a date.

Number of questions	Number of questions answered correctly	Task outcome (Tick)	
		Satisfactory	Not Yet Satisfactory
51		☐	☐

This image shows a completely blank white page. It is surrounded by a thin black border, which appears to be the edge of the scanned document. There are no markings, text, or illustrations on the page.

Q1. Order the following elements of an agreement from 1 to 4.

Answer

Element Number	Element
2	Acceptance
4	Consideration
3	Intention of legal consequences
1	Offer

☐

Q2. When would an offer be considered to have lapsed?

Answer

Time of acceptance expires
Offer withdrawn before accepted

☐

Q3. What happens to the offer if new terms are suggested?

Answer

Regarded as a counter offer and can be accepted or rejected

☐

Q4. What does it mean when a contract is supported by 'valuable consideration'?

Answer

One party promises to do something in return for a promise from another party

☐

Q5. Identify two (2) parties who may be deemed to not have the capacity to enter into a contract.

Answer

Someone with a mental disability
Someone who is intoxicated

☐

Q6. Outline your understanding of 'consent' as it applies to contractual agreements. Identify when 'apparent consent' might not actually exist.

Answer

Consent is when both parties agree to content of the agreement
Apparent consent is when someone is forced into signing agreement

☐

Q7. Identify the building industry regulator in your state and describe its role, particularly with regards to providing advice about contracts.

Answer

Queensland Building and Construction Commission (QBCC)

To support the community by providing information, advise & regulation to ensure maintenance of proper building standards

QBCC provide information in the contracts section on the website and information from the legal team

☐

Q8. Under what laws are domestic building contracts regulated?

Answer

QBCC

☐

Q9. Domestic building contracts must be put in writing once the work exceeds what value?

Answer \$3,300

☐

Q10. A commercial building contract must be put in writing before the building work is started if the reasonable cost of the work is more than what amount? Identify the relevant law that imposes this requirement.

Answer Master Builders
\$100,000

☐

Q11. Contractors must give the owner a signed copy of the entire contract (including any plans and specifications) within how many days after entering the contract?

Answer 5 Business Days

☐

Q12. What are the benefits of having a written contract in place between parties?

Answer Shows what is agreed between the parties

Prevents misunderstanding of what is going to happen

Both parties protected by laws / regulations

☐

Q13. Match the common building contract clauses and definitions below by writing the appropriate letter next to each number in the centre column.

Answer	Clauses		Answers	Definition		
	1	Acceptances	1 - F	A	Provide specific reasons that allow the contract period to be adjusted	
	2	Cost adjustments	2 - E	B	A provision for which remedies can be sought if breached	
	3	Extensions of time	3 - A	C	Specifically outlines the tasks to be completed as part of the construction work	
	4	Payments	4 - D	D	Outlines the requirements for deposits	
	5	Scope of work	5 - C	E	Address the risk of rise/fall of expenses	
	6	Term	6 - B	F	Require that the contract be accepted or rejected by a certain date, otherwise the contract will not be binding	

Q14. Which of the following are preliminary contracts that a builder could ask a client to sign prior to signing the main contract? Tick all that apply.

Answer	Choice	Possible Answers	
	☒	Contract estimate	
	☐	Contract request	
	☒	Preliminary agreement	

Q15. True or False (Tick your response): Clauses within pre-contract agreements may carry over into the contract, so it is important to discuss these with the client and come to an agreement.

Answer	☒	True	
	☐	False	

Q16. Identify and explain the purpose of four (4) standardised building construction contracts – two (2) residential and two (2) commercial.

Answer

Contract name	Description
Residential Cost Plus	Used when extent of work cannot be determined
Residential Renovation	Used whenever building renovations are being made Must get advise from QMBA
Commercial basic works	Lump sum for detached dwelling up to \$80,000 in GST
Commercial cost plus	Commercial building where lump sum figure could not be established

☐

Q17. Identify an appropriate standardised contract that would be suitable for a commercial works job up to \$100,000.

Answer

Master Builders Commercial Minor Works Contract
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☐

Q18. Identify one (1) standardised residential building contract and explain the maximum value of the work it may be used for.

Answer

QBCC – Level 1 Renovation, Extension & Repair Max value \$19,999

☐

Q19. Describe the requirements for each of the topics listed below, with regards to residential contracts priced at \$20,000.

In Queensland, these are outlined in the QBCC Consumer Building Guide, which the consumer must sign before work is undertaken.

Answer

Topics	Definition
Builder's Licence	Must only use a QBCC licenced contractor Check licence is current If don't use not covered by the Queensland home warranty scheme
Contract price	Price fixed Shown on first page Warning for provisions that may change the contract price
Building approvals and inspections	Responsibility of building certifier Mandatory inspections Can ask for more at additional costs Contractor to supply copies of certificates Can ask for copy of the inspection documentation – must be given within 5 business days
Practical completion and handover	You don't have to pay until all works done as per contract, plans, specifications, schedules and with no or minimal defects Handover inspection & defect documents to be complied Timeframe apply to notify QBCC of Defects
Implied warranties	If nothing mentioned in the contract then schedule 1B of the Act sets out the statutory requirements Warranty is 6 years from completion for structural defects Legal proceedings for any breach must start in warranty period If breach is apparent in the last 6 months a further 6 months can be added to the warranty period



Q20. Which of the following documents can be referred to as collectively making up a contract? Tick all that apply.

Answer

Choice	Possible Answers
☒	Engineer specifications
☒	Plans, drawings and specifications
☒	Prime Cost Items Schedule
☒	Processes for applying for extensions of time
☐	Product catalogues
☒	Project timelines and schedules
☒	Provisional Sums Schedule
☒	Rise and fall calculations
☒	Site conditions report
☒	Soil and sedimentation report

☐

Q21. What is the difference between the Prime Cost Item Schedule and the Provisional Sum Schedule in a contract? Provide an example of each type to help explain your response.

Answer

Both in contracts to cover
 PC – prime costs is for items example plumbing fixtures
 PS – provisional sum is for building works example when doing excavation works an old fuel tank is discovered that was not on the plans / as built drawings or survey records

☐

Q22. Cost adjustment provisions under a contract address risk by providing mechanisms for adjusting contract payment to reflect changes in costs. What can cost adjustment apply to?

Answer

Labour & material
Shipping
Taxes
Current exchange rate for overseas purchased goods

☐

Q23. True or False (Tick your response): Variations can be requested by both the client and the builder.

Answer

☒	True
☐	False

☐

Q24. How should you deal with a client variation request that consequently requires a time extension? How are time extensions addressed within the contract?

Answer

Notify builder in writing immediately when contractor becomes aware of variation or possible variation
Don't do work until approved
Check contract if extension of time is valid
Extension of time issued to the client outlining how long and why
Approval to proceed or not with variation
Notify subcontractor of outcome of the extension of time

☐

Q25. Name the Fair Trade legislation that applies in your state and identify which persons/bodies it applies to.

Answer

Fair Trade Act 1989
-persons doing business in QLD
-body corporate incorporated or registered under the law of QLD
-residents of QLD
-persons otherwise connected with QLD

☐

Q26. Under the National Consumer Credit Code, before entering into a credit contract, what must the credit provider do?

Answer

Inquires why person wants to borrow
Inquiry into persons financial situation
Verify persons financial situation
Assess if person can meet financial obligations of contract

☐

Q27. What does the 'cooling off' period refer to when undertaking domestic building work with a total contract price of \$20,000 or more?

Answer

QBCC Act Schedule 1B, Level 2 Contract, Sections 35-38 of schedule 1b

Outlines the requirements to both parties on which an agreement can be cancelled if your not satisfied or do not get the consumer building guide

Owner 5 business day after receiving signed contract from builder contractor

If owner does not get the consumer building guide before getting copy of the signed contract, the owner may and can withdraw from contract within 5 Business days after the day they the consumer building guide

Explains the procedure on how to withdraw from contract

☐

Q28. What are the maximum deposits recommended for a residential building project?

Answer

5 % \$20,000 and over 10% #3,300 to \$19,999	☐
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Q29. Throughout the building schedule, progress payments are made when each new stage is ready to commence.

Identify the recommended stages and percentages for these progress payments on a typical new residential housing building project.

Answer

Deposit 5% Base Stage 15% Frame Stage 20% Enclosed Stage 25% Fixing Stage 20% Practical Completion 15%	☐
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Q30. You have been engaged by a client to construct their residential dwelling for \$550,000. Your client is pressuring you to accept a \$70,000 deposit to get priority on their construction. Should you accept the deposit? Explain your response.

Answer

Should not accept \$70,000 as it is over the 5% allowed under QBCC Deposit should be accepted at \$27,500	☐
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Q31. Explain the following types of contractual breach and identify the consequences for the contractual arrangement due to each type of breach.

Answer

Breach	Explanation
Breach of condition under contract	When party does not fulfil a condition of contract Person who is affected by breach can discharge contractor or sue for damages Owner can deduct money under liquidated damages
Breach of warranty under contract	When the warranty is not fulfilled Party affected can only seek damages

☐

Q32. What does repudiation of a contract mean?

Answer

Rejection of preproposal of idea
If contractor is unwilling to perform their contract obligations contract can be terminated due to repudiation

☐

Q33. True or False (Tick your response): In the event of repudiation, the injured party has two options:

- Continue with the contract
- Accept the repudiation and move to terminate the contract

Answer

☒	True
☐	False

☐

Q34. Why should you exercise caution, even if you are sure that the other party has repudiated the contract?

Answer

If someone has been untruthfully accused of repudiation and contract has been ended then they could sue
If unsure if repudiation then always give the other party a chance to rectify

☐

Q35. What does 'abandonment of contract' mean?

Answer	When 1 or more parties conduct themselves in a way that the original contract is no longer valid	☐
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Q36. A contract can be terminated for 'cause' or for 'convenience'. Explain these two terms.

Answer	Cause – when a party stops work due to lack of performance Convenience – owner stops work for reason other than performance	☐
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Q37. Yes or No (Tick your response): Referring to Section 25 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth), would a contract be unfair if it contains a term that permits the builder, but not the client, to terminate the contract?

Answer	☒	Yes	☐
	☐	No	

Q38. If time is not of the essence for contract completion and one party fails to perform on time, the other party may terminate the contract after serving notice – specifying a time for performance on the first party. What are the requirements of a valid notice to complete?

Answer

What must occur to perform contract

A reasonable timeframe to have contract completed

Statement containing consequence of not performing in accordance with the notice

☐

Q39. True or False (Tick your response): Where the notice given (as per Q38.) is deemed invalid, the innocent party must either serve another notice or prove repudiation by the defaulting party, in order to terminate the contract.

Answer

☒	True
☐	False

☐

Q40. When is the client owner required to pay the final contract payment? How might this be affected by defects and omissions?

Answer

Final payment due when practical completion is achieved

Payment may be held if property has defects and omissions that prevent it from being lived in

☐

Q41. Explain the concept 'conditions for completion at the cost of the contractor'.

Answer

Defects that become apparent within 6 months of practical completion.
These are to be made good / repaired at the contractors cost/ expense

Defects are to be given in writing within the 6 month period and the owner must give access for repairs

Contractor has 28 calendar days after notice to rectify

☐

Q42. Describe what must be stated in a 'warranty against defects' about the person who gives the warranty [as per Section 90 of the *Competition and Consumer Regulations 2010* (Cth)].

Answer

What the warranty is for
What it covers
Person giving warranty details
Period of warranty covers
Who and how expenses will be dealt with
Benefits to consumer to warranty & their rights

☐

Q43. Name one (1) person you should consult if you are considering ousting a contractor from a building site.

Answer

lawyer

☐

Q44. What document should you refer to if you are considering ousting a contractor from a building site?

Answer

Contract

☐

Q45. How should you handle a customer complaint?

Answer

Deal with immediately
Stay calm
Identify problem
Decide what can be done
Get second opinion to confirm your view
Keep records
Fix problem
Follow up
Do what you say you're going to do
Don't make promises

☐

Q46. How do you reduce the risk of dispute?

Answer

Record it all
Make it clear
Do what you say you're going to do

☐

Q47. What is the process for dispute resolution?

Answer

Refer to your contract
Determine responsibility
Give direction to party

☐

Q48. During your build the client has emailed you at 7:00pm to say they have been to the premises and noticed the installed bath in the bathroom is the wrong style.

You check the contract and the white goods and chattels list selected by the client. You cross check this with the specifications and your materials order and the receivable order sheets. You establish that the bath, as per these details, is correct and there has been no mistake on your part.

Draft a detailed response email to your client alerting them to the pertinent parts of the contract and specification, cross-referencing the details in regard to this item and its installation.

Answer

Good morning Mr Bell,

Thank you for your email 05/06/2021 7pm raising your concern about the bath installed to the bathroom.

We have checked item 3 of the contract, the white goods schedule CAA-A-SCH-001 and the plumbing fixture STP-HYD-SCH-001 provided by yourself on the 01/04/2021 which all state Isabella 1500 corner left-hand acrylic bath product code: 166663 from Tradelink. We have cross referenced this with submittal #200 (attached) with the full specifications and data sheet from Tradelink that you have approved.

Please see attached also the purchase order and delivery docket to Tradelink showing that the Isabella 1500 corner left-hand acrylic bath product code: 166663 has been ordered and delivered, we have also attached the ITP from the Tacomba Plumbing to show that they have in fact received from the us the builder and installed the correct bath as per all supplied documentation from yourself.

Should you wish this to now be changed there will be a variation to the contract that will include but not limited to the removal of installed bath, return transport cost back to Tradelink, the restocking fee, freight for new one, re waterproofing, tiling and installation of new one, condition the new bath must have the same plumbing as the current one installed.

Should you wish to discuss further please feel free to give us a call to arrange a meeting.

Thank you

Melissa Parsons

Melissa Parsons
Builders Representative

06/06/2021



Q49. Where would you find any possible penalties associated with a build?

Answer In your contract



**Q50. Explain the process for obtaining the final inspection certificate.
Explain how such documentation is to be stored/lodged.**

Answer

All inspections should be discussed and approved prior to construction and noted in the contract (foundation & excavation, slab, frame, final)

Request final inspection from the certifier via email or phone call a few weeks prior to anticipated PC

Gather all form 16 installation certificates and any other lodgements such as Authority sign offs and inspection's as required under the building approval for the certifier

File and organise for the submission to the certifier prior to final inspection

All records are the kept for 7 years after the building completion for any buildings completed after 01/10/2020.



Q51. Select and prepare an appropriate standardised contract for the client in the scenario below.

Mr. and Mrs. Cousins intend to engage your company Resilient Homes Pty Ltd (License 141526) in order to build a new low-rise residential dwelling as their future retirement property. Mid-term of this build the clients intend putting their current home on the real estate market for sale.

Additional details:

- The land has been secured and paid for by the Clients.
- Proposed contract amount is \$580,000.00 plus \$85,000 for a kidney shaped 9m x 6m in-ground swimming pool, landscaping, gardens and lawns.
- Mr. and Mrs. Cousins have finance approval from the Commonwealth Bank for \$390,000.00 and the balance in cash. You have received written assurance from the Clients finance company and bank that their finances for the build are fully secured.
- Mr. and Mrs. Cousins want to pay you \$75,000.00 upon signing of the contract to get their build at the top of your priority list.
- The residential dwelling will be a low set single skin masonry structure with hip and valley roof using glazed clay tiles, contrast metal fascia and gutters and colour/rendered finish on a 1000m² level block upon which there are three large standing hardwood trees which will need to be fully removed.
- The Clients want the largest tree wood chipped and the chipped bark retained on site for the future gardens and landscaping.
- Mr. and Mrs. Cousins operate an aluminium window supply company and have advised they will supply all the windows and shower glass for the build.
- The dwelling has four bedrooms with built-ins. The master bedroom has ensuite with toilet, spa bath and double shower and walk-in robe and dressing area. There is an office, gourmet kitchen with stone bench tops and butler's pantry, media room, separate open plan dining adjacent to the kitchen plus slate tiled outdoor entertaining area adjacent to the pool, two living areas (formal and informal), two bedrooms share a bathroom with bath, shower, double vanity and toilet and the guest bedroom is ensuited with shower only, toilet and single vanity, there is a powder room (toilet and vanity only), three car garage (one double and one single) and a store/workshop room at the rear of the double bay garage. A slab is to be put down in the back corner of the allotment for a 5m x 3m garden shed.
- The council approved building plans have been provided by Mr. and Mrs. Cousins these do not include the garden shed slab.
- The construction period excluding inclement weather and possible delays is 23 weeks
- Provisional sums are required for the wet areas, alfresco area and living area tiling. (Only the bedrooms are carpeted).
- Prime costs are required for the solar hot water system and ducted air conditioning
- Provide fictitious details for all other sections of the contract.
- 18 solar panels are to be installed on the roof

Answer



CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT

PRACTICAL ASSESSMENT INSTRUCTIONS

- The following practical assessment will require the Participant to complete work related activities.
- The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below – providing your name, signature and date of assessment.
 - The Participant's signature acknowledges that the Assessor provided clear instructions and the Participant understood what was required to complete this assessment.
- The Assessor may substitute a Practical Task with an alternate task of equal value.
 - Alternate tasks must be fully documented by the assessor in the Assessor Comments area.

Participant name Mellissa Parsons

Participant signature



Date Click here to enter a date. 16/6/21

Assessor name _____

Assessor signature

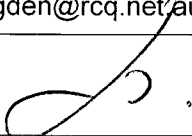
Date Click here to enter a date.

Task	Task outcome (Tick)	
	Satisfactory	Not Yet Satisfactory
Task 1 (Occasion 1)	☐	☐
Task 1 (Occasion 2)	☐	☐

Practical Assessment - CPCBC4003A Select and prepare a construction contract, CPCBC4016A Administer a construction contract & CPCBC4032A Apply contract law to sales processes

ASSESSOR COMMENTS

CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT, CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT & CPCCBC4032A APPLY CONTRACT LAW TO SALES PROCESSES

Practical Task 1 (2X)		
Description of task: On two (2) occasions, a suitable observer is to verify the participant's ability to apply contract law to residential and/or commercial construction sales processes. The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. Evidence to be submitted may include: - Copy of a contract issued to sub-contractor for your project with relevant AS code on the front - Proof of consultation with sub-contractor regarding contract and contract terms, inclusions and omissions (emails) - Copy of HSE minimum requirements sent as contract condition - Construction contracts that have been developed, signed off, or contributed to by the candidate - Proof of correspondence with client regarding construction contract. Redact sensitive information as required. The assessor is to verify the observer's comments and provide the outcome for the practical task on the front cover of the Practical Assessment.		
Resources required: Two (2) pre-contract agreements; two (2) sales contracts (e.g. QBCC contracts), telephone, facsimile machine, computer.		
Assessment of task		
Name of participant:	Mellissa Parsons	
Name of observer:	Daniel Ogden	
Role of observer (Confirm suitability to sign)	Senior Contracts Administrator	
Email address of observer	dogden@rcq.net.au	
Signature of observer:		
Date:	Click here to enter a date.	
When completing the task, did the participant:	Tick if satisfactorily completed. Provide comments if left unticked.	
	1 st Occasion	2 nd Occasion
1.A. Explain to the client: - Essential terms and elements of a valid contract - Types and purposes of agreements employed with the industry (including sales contracts and pre-contract agreements) - The range of documents that collectively make up a contract (including construction schedules, reports, specifications) - The importance of the contract to sales process - Implications of legislation, regulations and codes of practice (including Australian Consumer Law)	☐	☐

1.B. Discuss and agree upon clauses of a pre-contract agreement, including payment or deposit.	☐	☐
1.C. Ensure the pre-contract agreement is signed and processed according to organisational requirements.	☐	☐
1.D. Select appropriate contract and seek expert advice in the preparation of the contract, considering: - Contract rise and fall amounts - Schedule of progress payments - Processes for applying of extensions of time	☐	☐
1.E. Break down contract clauses/terms/conditions with the client, including: - Rights, liabilities and potential penalties of parties under the contract - Definitions of building work, common contract terms and procedures, considering – - Practical completion and issuing a final certificate - Defects liability and completion at the cost of the contractor - Effect of ousting the contractor from the building or site - Cooling off periods - Provisional sum and prime cost allowances - Measures to be taken in the event of an anomaly in the rendering of the contract, considering – - Variations - Circumstances that bring about a breach and termination of contract, considering – - Unreasonable/vexatious notice - Abandonment of a contract - Methods for resolving contractual disputes	☐	☐
1.F. Effectively communicated with clients, subcontractors, colleagues and external parties using the following methods: - Verbally using language/concepts appropriate to cultural differences - Non-verbal communication - Using technology (including telephone, facsimile, email) - In writing (including drafting responses to queries about contracts)	☒	☐
The participant's performance was: ☐ Satisfactory ☐ Not Satisfactory		

OBSERVER COMMENTS

When reviewing this assessment task with Melissa, it is evident that task objectives 1A – 1E would unlikely be completed.

In the case of RCQ Construction, the tasks described are typically provided by legal representation as the matters deal with pre head contract execution, clauses, terms, values that are negotiated and resolved between the Client and RCQ Senior Management. (ie General Manager and Directors). RCQ would seek legal services to ensure protection for the company.