

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	Rik Chetcuti
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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

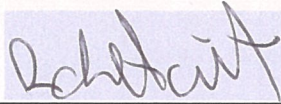
Assessor Name	
Assessor Signature	
Unit Competence Determination Date	Click here to enter a date.

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

THEORY EXAM INSTRUCTIONS

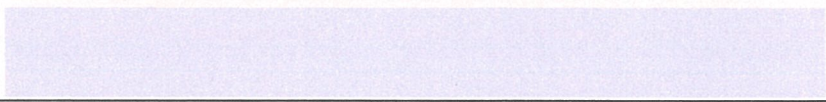
- This exam will occur under standard assessment conditions.
 - An oral examination may be allowed under certain circumstances, whereby the Participant's answers will be documented by a party other than the Participant. This must be acknowledged in writing (e.g. FT001 and Assessor Comments)
- Participants 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 Rik Chetcuti

Participant signature 

Date 27/07/2020

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		☐	☐

ASSESSOR COMMENTS

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

A offer will lapse when, the time for acceptance expires, if the offer is withdrawn before it is accepted and/or After a reasonable time in the circumstances (generally the greater the value of the contract, the longer the life of the offer.

☐

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

Answer

If new terms are suggested then the offer (Quote) must be re-submitted to suite. New terms can also be suggested and regarded as a counter offer which can be accepted or rejected based on the original offer.

☐

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

Answer

A contract is supported by Valuable consideration when, one party promises to do something in return for a promise from another party, consideration is what each party gives to the other as the agreed price for the other's promises and/or usually the consideration is the payment of money.

☐

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

Answer Some Parties are deemed to not have the capacity to enter into a contract for example Persons Suffering from a mental disability, intoxicated individuals and senile persons. ☐

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

Answer Consent is achieved in a contractual agreement when all parties involved in the said agreement have a complete understanding of what they are agreeing too. An individual or companies' consent can be affected due to a mental disability and/or intoxication for example. Typically, a client shows consent and complete understanding of an agreement when payment is made. ☐

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

Answer The Queensland Building and Construction Commission (QBCC) is the building industry regulator in Queensland. Their role is monitor construction work completed/conducted within Queensland and ensure it is completed at a particular standard. The QBCC can provide advice in regards to contracts and inform individuals or companies if they have been treated fairly or unfairly, they can confirm if work as been completed as per the agreed agreement/contract. ☐

Q8. Under what laws are domestic building contracts regulated?

Answer The act that domestic building contracts are regulated under is the Building Industry Fairness (Security of Payment) Act 2017. ☐

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

Answer Domestic Building contracts must be put in writing once the work exceeds \$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 A contract is required for a commercial building if the contract exceeds \$10,000. The relevant law is the Fair-Trading Act 1989 QLD.

☐

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 The builder must give the client a contract to be signed and supporting documents within 5 days after entering a contract, according to the HIA.

☐

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

Answer The benefits of having a written contract in place between parties are, Home owners receive the finished product they envisioned and the builders get paid and paid on time.

☐

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
QBCC - Level 1 – Renovation, Extension and Repair Contracts	For Renovations, extensions and routine repairs on existing homes for contracts \$3,301 to \$19,999
Master Builders Queensland - Basic Works Contracts	This contract can be used as either a level 1 or 2 contract. This contract is a lump sum contract to be used for work performed on a detached dwelling, including a single duplex, or the renovation, alteration, extension or repair of a home, or removal or re-siting work for detached dwelling where the contract price is up to \$80,000 (GST Inclusive).
HIA – Small Works Contract	Designed for domestic building works that do not affect the footings or foundations. It can also be used for smaller alteration and renovation projects.
Master Builders Queensland – Commercial Minor Works Contract	A lump sum contract for minor commercial work up to the value of \$100,000.



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

Answer

Master Builders Queensland – Commercial Minor Works Contract, It is a lump sum contract for minor commercial work up to the value of \$100,000.



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

Answer

QBCC - Natural disasters repairs contracts, which can be used for domestic building projects not exceeding \$3,300.



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	Building work that consists of non-structural work on a building, regardless of the class of the building; or the gross floor area of the building. Prepare plans and specifications if the plans and specifications are for the licensee's personal use, or for use in building work to be performed by the licensee personally.
Contract price	For contracts priced at \$20,000 or more, the contract price, if fixed, must be shown prominently on the first page of the contract schedule. If the contract price is not fixed, the method for calculating it, including any allowances, must be stated in the contract schedule. Allowances (Items or services for which the price is not fixed when the contract is signed) should be kept to a minimum as the final cost often exceeds the estimate in the contract. The contract must also contain a warning about any provisions that may alter the contract price.
Building approvals and inspections	Building inspections and approvals are the responsibility of a building certifier. Mandatory building inspections may be required at certain stages of construction. The contractor must give you copies of any certificates of inspection as soon as practicable after they receive them from the certifier. You can check the certifier's licence via QBCC's Online Licence Search.
Practical completion and handover	You are not required to pay the final contract payment until all of the contracted work has been completed in accordance with the contract including any plans and specifications, all legal requirements, and either without any defects or omissions, or with only minor defects or minor omissions that will not unreasonably affect occupation. If you believe there are any minor defects or minor omissions, the contractor must give you a 'defects document' (listing agreed and non-agreed matters). This document should be compiled by you and the contractor during a handover inspection. Check your contract to see if it imposes any extra requirements on the contractor for practical completion. WARNING: Strict timeframes apply for notifying QBCC about defects. For more information please refer to the Regulatory Guide on the following QBCC website address qbcc.build/rectify-building-work



Implied warranties	Sections 19 - 26 of Schedule IB of the Act set out statutory warranties deemed to be part of all regulated domestic building contracts, even if not stated in the contract. The warranty period is 6 years from completion, termination or cessation of the work for breaches resulting in structural defects; 1 year for all other breaches. Legal proceedings for any breach must be started within the warranty period or a further 6 months if the breach becomes apparent within the last 6 months of the warranty period.
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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 ☐

Traditionally, a prime cost is limited to the cost of supplying the relevant item, and does not include the cost of any work that relates to it (such as its installation). In contrast, provisional sums include allowances for both the supply item and all related work to be performed by the contractor.

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 ☐

Cost adjustments can apply to long-term costs and some specific cost for example labour, materials, currency exchange rates for overseas-purchased goods, duties, taxes and shipping.

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

If an extension of time is required due to the clients requested variation the builder/organisation would simply explain this to the client and have a extension of time notice submitted with the variation to the client. The client should be explained in detail what an extension of time is and why it is required. It is important that both the variation and extension of time are approved by the client before the variation is executed.



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

Answer Fair Trading Act 1989 QLD, the purpose of the act is to improve consumer well-being through consumer empowerment and protection, fostering effective competition and enabling the confident participation of consumers in markets in which consumers and suppliers trade fairly.



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

Answer At the time of entering into a contract, the credit provider must provide a contract to the consumer. During the term of the contract, the credit provider is required to provide the consumer the periodical statements of account. This keeps their client up to date with their payments and keeps them informed on how much left their client has to go with their 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 The cooling off period refers to a clients cooling off rights, which may enable the client to cancel their contract if they are not satisfied with it and they act quickly. For example there may be a 21 day cooling off period after a client signs their contract, the time of the cooling off period should be reflected/documented on the contract.



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

Answer ☐ The QBCC Act Sets out maximum deposit percentages that must not be exceeded. If the contract for domestic building work is price at \$20,000 or more, the maximum deposit is 5%. If the contract price is more \$3,300 and less then \$20,000, the deposit must not exceed 10%.

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 ☐ The recommended stages and percentages for progress payments are as follows, Deposit (5%), Base Stage (15%), Frame Stage (20%), Enclosed State (25%), Fixing Stage (20%) and Practical Completion (Balance).

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 ☐ The maximum deposit the client is able to pay is \$27,500 which is 5% of \$550,000. The QBCC states if the contract for domestic building work is priced at \$20,000 or more, the maximum deposit is 5%.

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	Breach of a condition entitles the aggrieved party to terminate the contract regardless of the consequences or seriousness of the breach.	
	Breach of warranty under contract	Breach of a warranty does not give the aggrieved party the right to terminate the contract; it gives rise to a claim for damages only.	

Q32. What does repudiation of a contract mean?

Answer	Repudiation is a term used to describe the rejection of a proposal or idea. For example when a party to a contract is unwilling, or exhibits behaviour which suggests that they are unwilling to perform their contractual obligations, the innocent party has the right to terminate the contract due to repudiation.	☐
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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	You should exercise caution even if you are sure that the other party has repudiated the contract because if the repudiation is accepted and the contract is terminated the parties are/can: Discharged from any further obligations (accrued rights and obligations remain) and such acceptance is necessary to complete a cause of action for damages where repudiation occurs before the time for performance – seek to recover damages.	☐
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Q35. What does 'abandonment of contract' mean?

Answer ☐ Abandonment of Contract is when both parties to a binding contract have acted in a way that makes the original contract invalid. The definition of abandonment itself is the act of surrendering your claim to, or an interest in, a specific asset.

Q36. A contract can be terminated for 'cause' or for 'convenience'. Explain these two terms.

Answer ☐ Termination for 'cause' refers to the expiration of a contract when one side or party failed to fulfill the terms of the contract and the other side or party is/has ended the relationship or contract as a result.
Termination for 'convenience' is a clause in a construction contract that allows one or both parties to terminate the agreement without a specific reason for doing so (such as a default or breach of the contract).

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 ☐ The requirements to send a valid notice to complete typically are, the sender can send or issue a notice to complete if the work to be completed is not complete by the agreed completion date. It is advised that the sender only sends a notice to complete if they are able to fulfil their agreement requirements by the requested completion date on the notice to complete.

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 ☐ A client is required to pay their final contract payment once practical completion has been completed. It is important for a client to make note of all issues or defects found during their practical completion to ensure the builder fixes any issues as the client has paid their final payment.

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

Answer The Contractor must make good defects or omissions in the work under this contract which become apparent within 6 months of the date of practical completion.
If there are any such defects or omissions, the owner must give the contractor written notice to make good such defects or omissions within the 6-month period and must give the contractor reasonable access to the site for that purpose.
Subject to reasonable access being provided, the Contractor must within 28 calendar days of the notice being given rectify any defects notified to the contractor during usual business hours.

☐

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 Some businesses will also provide a warranty against defects, also called a manufacturer's warranty. This is a representation to a consumer, made at or around the time that goods are supplied, that if the goods (or part of them) are defective the business will: provide compensation to the consumer.

☐

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

Answer A person to consult with when considering ousting a contractor from a building site is a legal practitioner.

☐

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

Answer You should refer to your contract when considering ousting a contractor from a building site. The contract will provide you with your rights and obligations.

☐

Q45. How should you handle a customer complaint?

Answer To handle a customer's complaint you should,
Deal with the complaint immediately,
Stay Calm,
Identify the problem,
Decide what can be done,
Arrange a second opinion to confirm your view,
Keeps records and
Fix the problem.



Q46. How do you reduce the risk of dispute?

Answer You can reduce the risk of a dispute by,

- Always issuing the client a written extension of time for practical completion for carrying out the works
- Maintain thorough records of all discussions if an indication of any loss or damage is incurred if the project fails to meet the time frame
- When entering a contract, request the client to provide specific details of a formula – how liquidated damages will be calculated



Q47. What is the process for dispute resolution?

Answer Firstly, you should seek legal advice to investigate your options before taking any steps in resolving a dispute.
Organisations like the QBCC or other building associations can assist you in reaching an amicable solution with your building contract break down or alternatively the Queensland Civil and Administrative Tribunal provides cost-effective dispute resolutions. Particularly for domestic building disputes of a contractual nature. The Tribunal will hear any disagreement between yourself and your licensed contractor and may require the QBCC to provide a technical report to find a solution.



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/Afternoon,
I hope you are well.
In regards to your email explaining your concern with your bath to the Ensuite I would like to confirm that the bath that has been supplied and installed is correct.
If you refer to your contract you will see under Section 2 (For Example) it states Raymor Aruba 1500mm Bath Freestanding Curve (133562) not Raymor Aruba Bath Back to Wall 1500mm (153149) (For Example) as per your previous email.
If you would like to change your bath, we are more than able and happy to do so, but a variation and extension of time will be required.
An extension of time is required as the new bath and fit off items will need to be ordered and their earliest possible delivery dates confirmed, there could be extensive lead times for your desired bath. Also the bath installed onsite will need to be removed and because the plumbing onsite does not suite a back to wall bath it will need to be amended to suite, also the new bath will need to be re-installed and fit off, as you can understand this is a timely exercise and can see why an extension of time is required. A variation will also be required as It is a change in our contract/agreement and also to offset the additional cost to change the baths over we will need to charge you for this exercise.
Please advise if this is how you wish to proceed and I will contact the office immediately and get this processed for you.
If you have any other concerns or questions please feel free to email or alternatively call me on ## (ETC). I hope we can resolve this issue for you within a timely manner.
Thank you and Enjoy your day.



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

Answer All associated penalties with/for a build will be noted in the contract.



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

Answer The builder in charge of the building project is responsible for completing all documentation arising from finalising a contract and therefore all of the administrative processes and this applies during the final stage of completing all project administration.

Final Inspections Certificates that are completed by an accredited building certifier such as,
Engagement notice and application details,
Decision notice, approved building plans and any other documentation that contributed to the plan approval
And
Completion details such as certificates (includes certificates of classification and inspection certificates) and any other documents relation to the certification and acceptance of the completed building work.
The above is to be submitted to council.



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



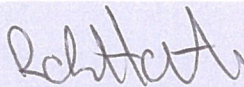
CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT

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 Rik Chetcuti

Participant signature



Date 27/07/2020

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)	☐	☐

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:	Rik Chetcuti	
Name of observer:	Josh Casey	
Role of observer (Confirm suitability to sign)	Estimating Manager	
Email address of observer	josh@homesbycma.com.au	
Signature of observer:		
Date:	27/07/2020	
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

I would like to confirm that Rik has shown a strong understanding and ability to complete, Select and prepare a construction contract, administer a construction contract and Apply contract law to sales processes. During Rik's employment with Homes by CMA he has showed the required skills to complete the above tasks on multiple occasions.