

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	UAA Darshika	
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Theory Exam	☐ Satisfactory	☐ Not Yet Satisfactory
Practical Assessment	☐ Satisfactory	☐ Not Yet Satisfactory
	☐ Competent	☐ Not Yet Competent
	☐ Competent	☐ Not Yet Competent
	☐ Competent	☐ Not Yet Competent

Assessor Name	Myles Walder
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 UAA Darshika

Participant signature Darshika

Date 08/01/2021

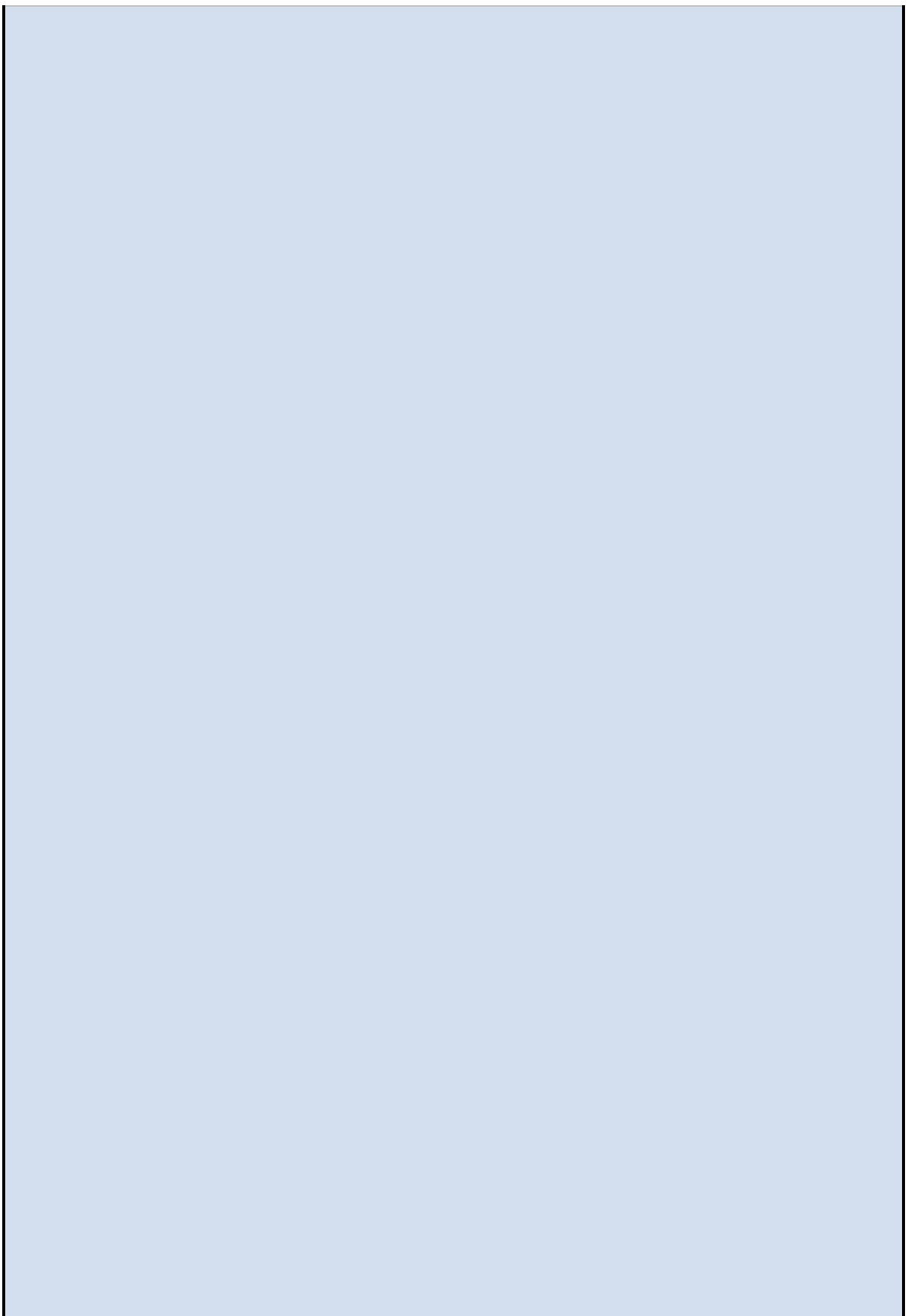
Assessor name Myles Walder

Assessor signature

Date Click here to enter a date.

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

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

An offer will lapse:

- When the time for acceptance expires;
- If the offer is withdrawn before it is accepted; 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

which 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
- Consideration is what each party gives to the other as the agreed price for the other's promises
- 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

- i. Persons suffering from a mental disability
- II. Intoxicated individuals



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

Answer

Consent - Consent is an act of reason and deliberation. A person who possesses and exercises sufficient mental capacity to make an intelligent decision demonstrates consent by performing an act recommended by another.

Apparent consent may be negated because of mistake, fraud, innocent misrepresentation, duress or undue influence, all of which are defences to the enforcement of the contract.



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

Answer

Building industry regulator -
Queensland Building and Construction Commission - QBCC

Role -

- Licensing contractors
- Educating contractors about their legal rights and responsibilities
- Educating consumers about their rights and obligations
- Handling disputes fairly and equitably
- Protecting homeowners against loss through the Queensland Home Warranty Scheme
- Implementing and enforcing legislative reforms and, where necessary, prosecuting people not complying with the law



Q8. Under what laws are domestic building contracts regulated?

Answer

Queensland Building and Construction Commission Act 1991
(QBCC Act')



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

Answer

If the cost of domestic building work exceeds \$3,300 it must be covered by a written contract.



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

The QBCC Act requires that commercial contracts for building work valued at over \$10,000 must be in writing before work starts.



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

within 5 business days after entering the contract



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

Answer

- I. Agreement can be enforced by law.
- II. Written contracts provide more certainty for both parties than verbal contracts. They clearly set out the details of what was agreed. Matters such as materials, timeframes, payments and a procedure to follow in the event of a dispute, can all be set out in a contract.
- III. Help to prevent misunderstandings or disputes by making the agreement clear from the outset.
- IV. Give you security and peace of mind by knowing you have work, for how long and what you will be paid.
- V. Clarify your status as an independent contractor by stating that the contract is a 'services contract' and not an 'employment contract'. This will not override a 'sham' contract, but a court will take the



	statement into account if there is any uncertainty about the nature of the relationship.
VI.	Set out how a dispute over payments or performance will be resolved.
VII.	Set out how the contract can be varied.
VIII.	Serve as a record of what was agreed.
IX.	Specify how either party can end the contract before the work is completed.

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

Answer

Contract name	Description
Demolition of residential premises contracts	For demolishing homes severely damaged by natural disaster
New home construction contracts	For the construction of an entire home
Commercial building contracts	A lump sum contract to be used for the construction only of commercial building work with or without a Principal's agent.
Commercial Cost Plus contract	A cost plus contract for use on commercial building projects, where a lump sum price cannot be established, however a fair and reasonable estimate is given.



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

Answer

Commercial Minor Works Contract



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

Answer

Level 1 – Renovation, Extension and Repair contracts - maximum value \$19,999.
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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	QBCC LICENCE
Contract price	For contracts priced at \$20,000 or more
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.
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.



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
r

A PC item is:

- An amount of money included in a contract sum to purchase a specified item such as tiles, taps, doors or bathroom fittings
- An agreed estimated amount is included at contract signing but the specific products are not selected until a later stage
- A builder must estimate the cost of such items at or above the lowest amount these items could reasonably cost.

For example if a client selects a more expensive door than allowed by the PC item, say a \$500 door compared with a \$440 PC amount, a variation will be required to cover the additional \$60. If the PC item varies, so will the final contract sum.

Prime costs are required for the hot water system and air conditioner

A provisional sum is:

- An amount of money included in contract sum to cover work and/or materials, not detailed when entering the contract
- Typically builders will include a PS for site work costs
- The builder is legally required to take reasonable steps to ensure an accurate site works cost estimate but unforeseen events mean that the provisional sum is exceeded which is added to the contract sum.

For example a building site may seem sandy and clean with minimal siteworks required, however, there may be large limestone rocks/tree trunks concealed below the surface which only emerge once siteworks commence, causing cost overrun.

Provisional sums are required for the wet area and living area tiling

☐

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
r

Cost adjustment may be applied to the following:

- Labour and materials
- Currency exchange rates for goods purchased in foreign currency
- Other costs, including duties and taxes or shipping and transport

☐

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

Answer

X ☐	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

How should you deal with a client variation request that consequently requires a time extension?

- A variation in writing
 - You to issue an 'extension of time' form – essentially asking the client to grant you an extension of the contract period to allow for delays caused by the variations
- Introduction CPCCBC4003A - © Construction Skills Training Centre 3.5 Apply for extensions of time process in the preparation of a contract

How are time extensions addressed within the contract?

- The specific reasons for an extension of time are set out in the general conditions of the building contract and include reasons such as: inclement weather and delays caused by the owner, such as changes in the scope of works
- You should be familiar with the General contract conditions to you know what time extensions you are entitled to over the contract period



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)



Application of Act

(1) This Act applies to and in relation to—

- (a) persons carrying on business within Queensland; or
- (b) bodies corporate incorporated or registered under the law of Queensland; or
- (c) persons ordinarily resident in Queensland; or
- (d) persons otherwise connected with Queensland.

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

Answer

- I. Make reasonable inquiries about why you want to borrow the money Make reasonable inquiries about your financial situation
- II. Take reasonable steps to verify your financial situation
- III. Assess whether you can meet the financial obligations of the credit contract (and whether it will meet your needs)
- IV. Determine that the credit contract is 'not unsuitable' for you



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

COOLING-OFF PERIOD: Expires 5 business days after Owner receives signed copy of both the full contract (including any plans and specifications) and the QBCC Consumer Building Guide (Sections 35-38 of Schedule 1B of QBCC Act)

You may withdraw from the contract within five business days of receiving copies of the signed contract (including any plans and specifications) and this guide.



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

Answer

Deposits - The QBCC Act sets out maximum deposit percentages that must not be exceeded. If the contract for domestic building work is priced at \$20,000 or more, the maximum deposit is 5%. If the contract price is more than \$3,300 and less than \$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

Stage	% of total contract
Deposit	5%
Base stage	15%
Frame stage	20%
Enclosed stage	25%
Fixing stage	20%
Practical completion	15%



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

Do not accept.
Reason is
If the contract for domestic building work is priced at \$20,000 or more, the maximum deposit is 5%.
So, the maximum accepted deposit is **\$27,500**.



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	Conditions (i.e. terms so important that without them one the parties would not enter into the contract. Breach of conditions can warrant the contract void/voidable) If a condition is breached, the aggrieved party can elect to discharge the contract and sue for damages
Breach of warranty under contract	If a warranty is breached, the aggrieved party cannot elect to terminate or discharge the contract – they may only seek damages.



Q32. What does repudiation of a contract mean?

Answer

Repudiation is a term used to describe the rejection of a proposal or idea. 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.



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

X ☐	True
☐	False



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

Answer

The 'injured' party must act with caution – because if the situation is not deemed to be a repudiation, by acting to terminate the contract the 'injured' party may themselves be repudiating the contract and could be liable to pay damages.



Q35. What does 'abandonment of contract' mean?

Answer

One type of abandonment is contract abandonment, where the parties both have conducted themselves in such a way that the original contract is no longer valid. Both parties may mutually agree to do this, or it can become part of a claim.

Another type of abandonment is where a contractor fails to perform the work on a project by either not starting the project in a reasonable amount of time, or not completing the work, or failing to resume work in a reasonable amount of time. Abandonment of a construction project without legal excuse is a cause for disciplinary action.



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

Answer

A termination for cause occurs when one party stops work because of a deficiency in performance by the other party. Because the contract is terminated as a result of a party's own poor performance, the law typically provides the terminated party with little recourse in the event of a termination for cause.

A termination for convenience, occurs when the owner stops work for reasons other than a deficiency in performance by the contractor. Because a termination for convenience is not the result of poor performance, the law may provide the aggrieved contractor with significant rights against the breaching owner.



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 the contract
- A reasonable time in which the contract must be completed
- A statement of the consequences of not performing in accordance with the notice

☐

Q39. True or False (Tick your response): Where the notice given (as per Q39.) 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 - Organise final payment of the project at practical completion and not at handover

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.

☐

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

Answer

Defects after completion

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

(d) a warranty against defects must prominently state the following information about the person who gives the warranty;

(i) the person's name;

(ii) the person's business address;

(iii) the person's telephone number;

(iv) the person's email address (if any);



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

Answer

your lawyer



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

Answer

your contract



Q45. How should you handle a customer complaint?

Answer

Tips to deal with complaints

1. Deal with the complaint immediately
2. Stay calm
3. Identify the problem
4. Decide what can be done
5. Arrange a second opinion to confirm your view
6. Keep records
7. Fix the problem



Q46. How do you reduce the risk of dispute?

Answer

- Cost adjustment provisions

You should always refer to your contract first which outlines all contractual details in order to:

- Determining responsibility for defects
- Directing the contractor (where appropriate) to rectify defects or complete the works
- Clearly identify the parties to the contract.
- Clearly identify the scope of services.
- Ensure the general conditions clearly define project responsibilities.
- Ensure all aspects of the contract are properly executed and documented, including attachments and addenda.
- Try to insert a reasonable limitation of liability clause that meets state guidelines for proper notice.
- Understand the nature of any warranties or representations that may be in the contract.
- Be clear in the contract as to who may or may not rely on professional services, particularly disclaiming third parties from relying on such services.
- Understand exactly what insurance coverage does and does not provide.
- When the contract calls for follow-up documentation, such as change proposals and change orders, follow the procedures.



Q47. What is the process for dispute resolution?

Answer

- Prevention
- Negotiation
- Non-binding resolution (including adjudication and mediation)
- Arbitration
- Litigation



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
r

Hi Darren,

Thanks for letting me know about your concern related to installed bath in the bathroom.

I have checked the following things related to this.

- I. The contract
- II. The white goods
- III. Chattels list

Also I cross check this with the specifications, materials order and the receivable order sheets.

According to above all details, bath is correct and no mistake on my part.

Also I checked about installation with the supervisor and everything is right.

I can come with my supervisor and quantity surveyor to further discuss related to this, if needed.

Thank you.

Kind regards,
Ubey



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

Answer
r

State Penalties Enforcement Registry



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

Answer

- i. Pre-handover inspection – Arrange an on-site inspection with the client perhaps a week before the date nominated for handover. This gives you a final opportunity to address any remaining issues prior to handover
- ii. Final Payment - Organise final payment of the project at practical completion and not at handover
- iii. Handover – during handover give the client/s:
 - Certificates of inspection
 - Product warranties for appliances installed
 - Reports, notices or other documentation issued by service providers (e.g. electricity, gas, telephone, water or sewerage)
- iv. Defects – Complete defects report during handover inspection



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

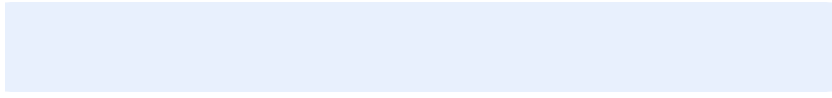
- The following practical assessment will require the Participant to complete work related activities.
- The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below – providing your name, 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 UAA Darshika

Participant signature Darshika

Date 08/01/2021

Assessor name Myles Walder

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:	UAA Darshika	
Name of observer:		
Role of observer (Confirm suitability to sign)		
Email address of observer		
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