



Workplace Assessment 4 – Assessor’s Checklist

(This form is for the assessor’s use only)

Purpose

This *Assessor’s Checklist* lists the specific criteria that the candidate’s submission for **Workplace Assessment Task 4** must satisfactorily meet.

This form is to be completed by the candidate’s assessor to document their assessment of the candidate’s submission in Workplace Assessment Task 4.

Task Overview

For this task, the candidate is required to draft the contract for the building and construction project they are undertaking for this assessment.

In this task, the candidate will be assessed in their:

- Practical knowledge relevant to drafting the contract, including all relevant details, definitions of unreasonable or vexatious notice, repudiation of a contract, conditions for completion at the cost of the contractor, ousting the contractor, and abandonment of a contract, etc.
- Practical skills in drafting the contract accurately.

Instructions to the Assessor

During the assessment

- Review the candidate’s submission.
- Review response to Task 2. Check whether the compiled range of documents are consistent with the type of contract indicated in Task 2.
- For each criterion listed in this checklist:
 - Tick YES if you confirm the candidate’s submission satisfactorily meets the criterion.
 - Tick NO if you confirm the candidate’s submission does not satisfactorily meets the criterion.
- Write specific comments on the candidate’s performance in each criterion. Your feedback/insights will be helpful in addressing any area/s for improvement.

After the assessment

- Complete all parts of the *Assessor’s Checklist*, including the *Assessor Declaration* on the last page of this form. Your signature must be handwritten.

Candidate Details

Candidate name	Anya English
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Assessor Details

Candidate is assessed by	
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Context of the Assessment

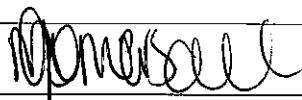
Workplace/organisation	Logent scaffolding
Type of contract as indicated in Task 2	Subcontractor contract
State/territory where project is based/located in	Queensland
State/territory legislative requirements that apply to this project	Building Act Building Reg NCC
The organisation's policies and procedures for drafting the contract	Project set up flowchart

Assessor's Checklist

Draft Contract

The candidate's draft contract:	YES/NO	Assessor's comments
1. Includes definitions of unreasonable or vexatious notice		
i. Definitions of unreasonable and/or vexatious notice are clear and definite	☒ YES ☐ NO	
ii. Definitions include specific terms and conditions of what constitutes as unreasonable and/or vexatious	☒ YES ☐ NO	
✓ 2. Includes repudiation of the contract by either party	☒ YES ☐ NO	
i. Repudiation is defined clearly	☒ YES ☐ NO	
ii. Includes specific terms and conditions for acceptance of repudiation of the contract	☒ YES ☐ NO	
✓ iii. Includes clear and definite circumstances that constitute repudiation	☒ YES ☐ NO	
3. Includes conditions for completion at the cost of the contractor	☒ YES ☐ NO	
✓ i. Includes clear definition of completion	☒ YES ☐ NO	
ii. Includes clear and definite conditions that constitute completion at the cost of the contractor	☐ YES ☐ NO	N/A
✓ 4. Includes conditions for ousting the contractor from the building or construction site	☒ YES ☐ NO	
i. Includes clear definition of ousting	☒ YES ☐ NO	
✓ ii. Includes specific terms and conditions for ousting the contractor from the building and construction site	☒ YES ☐ NO	
✓ iii. Includes clear and definite circumstances that allow ousting of the contractor from the building and construction site	☒ YES ☐ NO	
✓ 5. Includes conditions for abandonment of contract		
i. Includes clear definition of abandonment	☒ YES ☐ NO	

The candidate's draft contract:	YES/NO	Assessor's comments
✓ ii. Includes clear and definite conditions that constitute abandonment of contract	☒ YES ☐ NO	
✓ iii. Includes liabilities for abandonment of contract	☒ YES ☐ NO	
✓ 6. Includes schedule of progress payments		
✓ i. Schedule is clear and concise	☒ YES ☐ NO	
✓ ii. Outlines process for progress payments	☒ YES ☐ NO	
✓ iii. Outlines clear schedules of value	☒ YES ☐ NO	
✓ iv. Outlines scope of work	☒ YES ☐ NO	
v. Includes requirements for payment application	☐ YES ☐ NO	
✓ 7. Includes process for Extension of Time (EOT)		
✓ i. Includes clear definition for EOT	☒ YES ☐ NO	
✓ ii. Includes clear and definite terms and conditions for EOT	☒ YES ☐ NO	

Assessor Declaration	
By signing here, I confirm that I have thoroughly reviewed the candidate's submissions for this workplace assessment task.	
I confirm that the information recorded on this <i>Assessor's Checklist</i> is true and accurately reflects the candidate's submission for this workplace task.	
Assessor's signature	
Assessor's name	Michelle Cornesall
Date signed	9/3/23

End of Workplace Assessment - Assessor's Checklist

From: Anya English <anya@coagentscaffolding.com.au>
Sent: Thursday, 2 March 2023 1:26 PM
To: Anya English <anya@coagentscaffolding.com.au>
Subject: Subcontract Draft for Quay Waterfront Mirvac Constructions

Hi morning to you all (Amelia, Josh & Kane),

I have found attached drafted Sub-Contract for the Mirvac Quay Waterfront Project.

After reviewing there are a few things that have seemed to be missed:

- Completion Date
- Variations
- Liquidated damages
- Completion of Mirvac documentation and if not paid will hold payment for that month.
- Insurance details

I have mentioned the definition of BIF Act. Do you agree that perhaps there should be more in the contract about this Building Industry Fairness (Security of Payment) Act? Specify what each party has the right of?

Can be said the same as QBCC Act?

Would it be stated in the subcontract what defines a subcontract as per the Building Industry Fairness (Security of Payment) Act 2017. It is stated in the Act that a subcontract is a contract that contributes to the performance of the other contract because the work required to be carried out under the contract will form all or part of the work required to be carried out under the other contract.

On 10/8 When amount liable to be paid to the Subcontractor. The rights the subcontractor has to be paid. (Page 27)

Refer to the Queensland Building and Construction Commission Act 1991.

- Section 67AAA Meaning of building contract
- Section 67G Building Contracts in writing
- Section 67GA Building Contracts to include mandatory conditions
- Section 67L Limits for retention amounts and securities for subcontractors.

Otherwise, the contract is compliant with these laws. Any concerns with it not complying, please let me know.

Legally required elements are as follows:

- Scope of work
- Duration of work (start and finish date)
- Pricing and Payment
- Insurance
- Termination
- Term of contract
- Consequences of failure to pay
- Permits and licences
- Labour and construction material
- Other responsibilities
- Amendment

These elements are legally required in a subcontract, and have been discussed thoroughly in this Subcontract to not have any legal gaps.

The offer amount is a total of \$388,785.23.

This is a part of acceptance for both the offeror and the offeree. There is also a part to sign for Justice of the Peace to witness when we do the signing, to ensure the contract is confirmed under legal relations.

Please note that I have spoken to Mirvac constructions via a Zoom call and can confirm legal capacity, however after viewing their website online there was no need to confirm via video conference.

As mentioned earlier, please let me know if you have any extra points to add to this Subcontract or if you have any disagreements with what is in there.

I am looking forward to hearing your feedback.

Thank you,

Regards,

English
Business Assistant

078 944 719
anya@coagentscaffolding.com.au



Unit 6, 368 Earnshaw Rd, Banyo Qld 4014
PO Box 50, Banyo Qld 4014

RE: Subcontract Draft for Quay Waterfront Mirvac Constructions

From: Anya English
To: Anya English

☺ Reply Reply All Forward 📎 ...

Thu 2/03/2023 2:35 PM

Subject: RE: Subcontract Draft for Quay Waterfront Mirvac Constructions

Hi Anya,

Thank you for this.

After reviewing the Subcontract, I do have a few things I would like to add, that you have also mentioned.

Variations

- I would like to ensure there is a definition for this as well as what the terms of a variation are for us, including the hourly rates that we will have on Day Labour.

Scope of works

- Could you please break the scope of works down more thoroughly to ensure that it is communicated effectively to the client.

What is required by Mirvac

- Mirvac required daily prestart meeting
- Weekly toolbox talks
- Scaffold inspection
- Handover certificates

Can you please make sure this is stated in this contract, otherwise I know Mirvac will not sign and approve this contract

I agree that a bit more legal information must go into this contract, please state these Acts, however no need for the definition of a subcontract and ect.

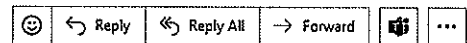
Please also fix the way this Subcontract is set out, it is horribly done and want the contract to look good for our clients.

Thank you.

RE: Subcontract Draft for Quay Waterfront Mirvac Constructions



Anya English
To Anya English



Thu 2/03/2023 2:35 PM

Hi Josh,

Thank you so much for getting back to me with feedback.

I have gone ahead and added all your notes to a list and I am going to update the draft. Once finalised I will send over again and confirm that it is okay to proceed with the contract.

Anya English
Admin Assistant

M: 0478 944 719
E: anya@cogentscaffolding.com.au

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