## Select & Prepare a Construction Contract

(CCPCBC4003A)

**Assessment Requirements**

Assessment of this unit consists of 3 parts:

**Formative assessments**: Three in-class tests (To provide feedback on progress)

**Summative Test**: Final in-class assessment (To demonstrate competence)

**Assignment:** Assessable project (To demonstrate competence in application of knowledge)

**Due Dates**

Refer to the delivery schedule and assessment plan for hand out and submission dates

**Assignment Brief**

This assignment project is to be completed by all students as part of the assessment for this unit.

The project may be prepared in groups with up to three students per group.

Submit ONE assignment only per group.

All students in the group must be identified and will be considered to have contributed equally to the preparation of the assignment.

Any indication of collusion or copying **with other groups** will result in an R (Re-enrol) grade requiring **all** concerned to re-submit individual assignments.

**Assignment Details**

This project requires student to apply the contractual principle covered in the class lectures to a selected project.

Choose a single storey project house from a local newspaper.

Copy the plan, note the price and any other relevant information or conditions.

**Select and Prepare Contract**

Select and obtain a copy of a standard form of contract suitable for the project.

Fill in all the require information to ensure the contract is complete and suitable for the project.

Prepare a progress payment schedule in accordance with the requirements of the selected contract.

(Refer in class exercise to demonstrate process based on “The Sheffield” project)

**Applying the Contract Conditions**

The following issues have arisen during the course of the project. Consider each issue separately and prepare a contractually based statement detailing how you would deal with the situation. You must make reference to all relevant contractual clauses which justify you action.

**Issues before signing the contract**

Before the contract has been signed the client has requested a special dishwasher which needs to be imported at considerable extra cost.

Builder has found that they forgot to include the cost of paving to the driveway in the quote to the client. Client requested the paving be included in the price and does not want to pay the extra amount.

**Issues After Signing The Contract**

The Builder has issued variations claiming additional costs against the client for the following problem

* When placing concrete in slab the truck became bogged and a concrete pump was required to place the concrete.
* The client asked the bricklayer to build a brick letterbox and the amount is more than the client agreed with the bricklayer.
* Wall tiles chosen by the client were more expensive than what the builder allowed in the contract amount.

**Issues in Relation to Practical Completion and Final Payment**

After a final inspection the client has refused to make the final payment due under the contract and the client also wants to hold money back from final payment to allow for rectification of any other possible future defects.

(Consider each of the following events separately and discuss the validity of the client’s actions for each in accordance with the conditions of the selected contract.)

* There are a significant number of cracks in cornices.
* There is a crack in the hand basin in bathroom.
* Windows rattle in the wind.
* Dishwasher has not been installed due to delay in delivery of the required model from overseas supplier. (Client requested a special model not readily available)
* Driveway paving not done due to brick supplier running out of required bricks. Approximately 2 months before next batch will be available.
* Builder has failed to complete project within time stated in the contract and client is seeking compensation for costs incurred.