

Workplace Assessment 15 – 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 15** 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 15.

Task Overview

For this task, the candidate is required to draft the complete Client Contract for the project they are undertaking.

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

- Practical knowledge of appropriate client contract
- Practical skills relevant to completing appropriate client contract

Instructions to the Assessor

During the assessment

- Review the candidate’s Client Contract submission.
- 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 meet the criterion.
- Write specific comments on the candidate’s performance in each criterion. Your feedback/insights will help address 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	
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Assessor Details

Candidate is assessed by	
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Context of the Assessment

Workplace/organisation	
Building and construction project	
Building classification	

Resources required for the assessment	☐ Building and construction project ○ Residential project, <u>AND</u> ○ Commercial project ☐ Opportunities to draft the complete Client Contract ☐ Template for drafting Client Contract
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Assessor's Checklist

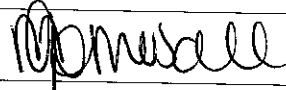
The client contract varies, depending on the building and construction project and the involved client organisation. Note that the below checklist is a generic format and thus, needs to be updated/adapted/revised accordingly.

The candidate's Client Contract submission:	YES/NO	Assessor's comments
1. States identifying information		
i. Name of candidate's organisation ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
ii. Address of candidate's organisation ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
iii. Name of client organisation ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
iv. Address of client organisation ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
2. States the scope of work		
i. Services to be provided ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
ii. Description of materials	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
iii. Quality of work	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
iv. Schedule of work	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
v. Start date ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
vi. Completion date	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
vii. Technical specifications	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
3. States the cost and payment terms		
i. Payment timelines ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	

ii. Amount due ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO
iii. Mode of payment	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO
iv. Consequences for late payments ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO
v. Stop work clause	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO
vi. Stop payment clause	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO

The candidate's Client Contract submission:	YES/NO	Assessor's comments
4. Defines the authority to make decisions during the project, including:		
i. Who will be making the decisions	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
ii. The scope of decision to be made	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
5. States conditions for change orders	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
6. Provides a statement of warranty	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
7. Reflects the amendments made in Task 12. Assessor to list the amendments made in Task 12 below.		
i. <i>Clause 4 Term & Schedule</i>	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
ii. <i>Clause 8 obligations</i>	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
8. The documents compiled follow organisational format.	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	
i. The documents are clear and definite	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO	

ii. The documents are presented using appropriate organisational templates e.g. Contract template, client contract template ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO
iii. The documents have no unnecessary markings ✓	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO
9. Provides response fields for candidate organisation's sign-off	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO
10. Provides response fields for client organisation sign-off	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO
11. Provides response fields for legal officer sign-off	Residential ☒ YES ☐ NO Commercial ☒ YES ☐ NO

Assessor Declaration	
By signing here, I confirm that I have thoroughly reviewed the candidate's client contract submission for this workplace assessment task.	
I confirm that the information recorded on this Assessor's Checklist is true and accurately reflects the candidate's submission for this workplace task.	
Assessor's signature	
Assessor's name	Michelle Cramersall
Date signed	10/2/23

End of Workplace Assessment - Assessor's Checklist

Client Contract

I. Parties of the agreement

This subcontractor and client agreement (the Agreement) has been signed between Cogent Scaffolding (hereinafter shall be referred as the subcontractor for scaffolding) residing at 368 Earnshaw Road Banyo QLD 4014 and Mirvac Constructions (hereinafter shall be referred as the client) residing at 340 Adelaide Street Brisbane QLD 4000 on 13th January under the terms and conditions stated below.

Contractor and Client shall be hereinafter referred individually as 'Party', jointly as 'Parties'

II. Subject of the agreement

The subject of this Contract is the terms of construction of the Quay Waterfront Newstead project, resides in 47 Skyring Terrace, Newstead 4006.

Within the scope of the Contract, the construction covers the following issues:

- Erection and Dismantle of all scaffolding including, edge protection and access

III. Term of contract

This Agreement shall enter into force upon the signature of the Parties 11th February. The term of this Contract is Subcontractor contract. This term can only be extended with the written consent of both Parties involved.

This Agreement has been concluded to supersede all kinds of verbal and written proposals, offers and acceptance and all other commercial correspondences, if any.

IV. Start Date and completion date

The above mentioned construction work will start on 25th of March 2023. Contractor is responsible to obtain all necessary permits and licenses to start the construction.

The construction works to be carried out under the Contract will be completed on the 25th of March at the latest and continue thereon after for approximately 2 years. The immovable will be delivered to the client.

V. Pricing and payments

The Client shall pay Cogent Scaffolding a total amount of \$383, 785.23 for the completion of the construction work with no deposit required to begin work. Invoice and claim will be sent at the end of every month for the works completed for that month. Client is to pay Subcontractor within 30 days of the invoice.

VI. Consequences of failure to pay



If the client does not make the required payment on time, the Subcontractor may immediately suspend the construction and notify the suspension to the client. If the client does not pay within 30 days without reasonable cause, the Subcontractor may terminate the contract immediately, or complete the work and demand the balance due from the client.

In any case, the client is obliged to pay the price of the work performed.

VII. Permits and licences

Permits, licenses and required certificates to be obtained from local administrations and all kinds of public institutions for the construction shall be taken by the Subcontractor.

If an extra cost is required to obtain these permits and licenses, this cost is borne by the Client. The required cost is notified to the Client by the Subcontractor. The Subcontractor will not be liable if the payment is not made within the required time.

VIII. Labour and construction material

The Subcontractor is an independent subcontractor, and the subcontractors employees or personnel shall not be deemed as the client's employees. The Subcontractor is solely responsible for all costs and expenses of its employees including but not limited to salaries, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

The Subcontractor is not responsible for the hire price of scaffolding, however is responsible for all consumables and safety equipment required on site.

IX. Other responsibilities of the Subcontractor

The Subcontractor shall be responsible for supervising, managing, erecting, and dismantling all forms of scaffolding on site.

The Subcontractor shall be responsible for keeping all record of documents in a safe place. The Subcontractor should store these documents in safe storage as it will be presented to the owner once work has been completed.

The Subcontractor shall be responsible for taking all precautions for the safety of its employees and the public property. The Subcontractor must take full responsibility for the acts or negligence of its employees. The Subcontractor is also responsible for training its employees about the Occupational Safety and Health Regulation to give knowledge on how to handle emergencies and accidents in the workplace.

The Subcontractor should give a guarantee to the client that all work will be in accordance with the Construction Documents.

The Subcontractor shall provide skilled and competent staff suitable to do the work and should maintain discipline and order at the project.

The client shall be responsible for maintaining the property clean and keeping it free from waste and hazardous materials. If hazardous materials or substances were noticed in the property such as dangerous chemicals, containment or any toxic substances, the Subcontractor shall not be responsible for notifying the owner immediately. The Subcontractor is also responsible for training their employees about handling hazardous materials and substances in a correct and safe manner. Any sickness, damages, loss of employees that was caused by these hazardous materials shall be handled by the Subcontractor.

X. Insurance

The Subcontractor shall be responsible for purchasing and maintaining an appropriate insurance policy for the construction. The client agrees to maintain insurance covering the replacement cost in the event of loss through fire, casualty, an act of nature, and theft.

XI. Termination

The Subcontractor can be terminated by either party if the Subcontractor or the client breaches any of the obligations specified in this Agreement. A written notification identifying the breach should be issued by the Contractor or the client.

As defined in section IV of this contract, if the client does not pay the required amount on time, the Subcontractor may immediately terminate the Contract or may complete the construction and claim compensation.

XII. Amendment

No changes, modifications or amendments in the terms and conditions of this contract shall be effective unless reduced to writing and signed by the duly authorised representative of the Subcontractor and the client.

XIII. Governing Law

This Subcontract shall be construed in accordance with the laws of the state of Queensland Government and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

IN WITNESS WHEREOF this Contract has been executed for and on behalf of the undersigned as of 13th January 2023.

Subcontractor

Client:

Name:

Name:

Date:

Date:

Signed:

Signed:

Client Contract

I. Parties of the agreement

This subcontractor and client agreement (the Agreement) has been signed between Cogent Scaffolding (hereinafter shall be referred as the subcontractor for scaffolding) residing at 368 Earnshaw Road Banyo QLD 4014 and M R Building Design (hereinafter shall be referred as the client) residing at 1/194 Sandgate Road, Albion QLD 4010 on 17th January under the terms and conditions stated below.

Contractor and Client shall be hereinafter referred individually as 'Party', jointly as 'Parties'

II. Subject of the agreement

The subject of this Contract is the terms of construction of the 67 Bayley Terrace project, resides in 67 Bayley Terrace, Clayfield .

Within the scope of the Contract, the construction covers the following issues:

- Erection and Dismantle of all scaffolding including, edge protection and access
- Supply of Scaffold

III. Term of contract

This Agreement shall enter into force upon the signature of the Parties 11th February. The term of this Contract is Subcontractor contract. This term can only be extended with the written consent of both Parties involved.

This Agreement has been concluded to supersede all kinds of verbal and written proposals, offers and acceptance and all other commercial correspondences, if any.

IV. Start Date and completion date

The above mentioned construction work will start on 25th of March 2023. Contractor is responsible to obtain all necessary permits and licenses to start the construction.

The construction works to be carried out under the Contract will be completed on the 25th of March at the latest and continue thereon after for approximately 2 years. The immovable will be delivered to the client.

V. Pricing and payments

The Client shall pay Cogent Scaffolding a total amount of \$37, 712 for the completion of the construction work with no deposit required to begin work. Invoice and claim will be sent at the end of every month for the works completed for that month. Client is to pay Subcontractor within 30 days of the invoice.

VI. Consequences of failure to pay

If the client does not make the required payment on time, the Subcontractor may immediately suspend the construction and notify the suspension to the client. If the client does not pay within 30 days without reasonable cause, the Subcontractor may terminate the contract immediately, or complete the work and demand the balance due from the client.

In any case, the client is obliged to pay the price of the work performed.

VII. Permits and licences

Permits, licenses and required certificates to be obtained from local administrations and all kinds of public institutions for the construction shall be taken by the Subcontractor.

If an extra cost is required to obtain these permits and licenses, this cost is borne by the Client. The required cost is notified to the Client by the Subcontractor. The Subcontractor will not be liable if the payment is not made within the required time.

VIII. Labour and construction material

The Subcontractor is an independent subcontractor, and the subcontractors employees or personnel shall not be deemed as the client's employees. The Subcontractor is solely responsible for all costs and expenses of its employees including but not limited to salaries, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

The Subcontractor is not responsible for the hire price of scaffolding, however is responsible for all consumables and safety equipment required on site.

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The Subcontractor should give a guarantee to the client that all work will be in accordance with the Construction Documents.

The Subcontractor shall provide skilled and competent staff suitable to do the work and should maintain discipline and order at the project.

The client shall be responsible for maintaining the property clean and keeping it free from waste and hazardous materials. If hazardous materials or substances were noticed in the property such as dangerous chemicals, containment or any toxic substances, the Subcontractor shall not be responsible for notifying the owner immediately. The Subcontractor is also responsible for training their employees about handling hazardous materials and substances in a correct and safe manner. Any sickness, damages, loss of employees that was caused by these hazardous materials shall be handled by the Subcontractor.

X. Insurance

The Subcontractor shall be responsible for purchasing and maintaining and appropriate insurance policy for the construction. The client agrees to maintain insurance covering the replacement cost in the event of loss through fire, casualty, an act of nature, and theft.

XI. Termination

The Subcontractor can be terminated by either party if the Subcontractor or the client breaches any of the obligations specified in this Agreement. A written notification identifying the breach should be issued by the Contractor or the client.

As defined in section IV of this contract, if the client does not pay the required amount on time, the Subcontractor may immediately terminate the Contract or may complete the construction and claim compensation.

XII. Amendment

No changes, modifications or amendments in the terms and conditions of this contract shall be effective unless reduced to writing and signed by the duly authorised representative of the Subcontractor and the client.

XIII. Governing Law

This Subcontract shall be construed in accordance with the laws of the state of Queensland Government and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

IN WITNESS WHEREOF this Contract has been executed for and on behalf of the undersigned as of 17th January 2023.

Subcontractor

Client:

Name:

Name:

Date:

Date:

Signed:

Signed:

