# Knowledge Assessment 1 of 2

# Trainer & Assessor Marking Guide

## Criteria

### Unit code, name and release number

MSFID4022 - Prepare quotation and contract documentation for design projects (1)

### Qualification/Course code, name and release number

MSF40318 - Certificate IV in Kitchen and Bathroom Design (1)

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## Assessment instructions

Table 1 Assessment instructions

| Assessment details | Instructions |
| --- | --- |
| **Instructions for the trainer and assessor** | This is a written assessment and will be assessing the student on their knowledge of the unit.  This assessment is in two parts:   1. Short answer questions 2. Assessment feedback (student facing document only)   Model answers, sample responses or a criteria for each question are provided below.  Use these to support your judgement when determining a satisfactory result.  The student’s response to each question must contain the information indicated in this marking guide in order for their response to be correct. However, if a student provides information other than indicated below, and in the professional opinion of the assessor it is appropriate and meets the intent of the question, it may be considered correct.  The assessment feedback page must be signed by both the student and the assessor so the student displays that they have received, understood and accepted the feedback.  Complete the assessment feedback to the student and ensure you have taken a copy of the assessment prior to it being returned to the student.  Ensure the students name appears on the bottom of each page of the submitted assessment. |
| **About this marking guide** | The student’s response to each question must contain the information indicated in this marking guide in order for their response to be correct.  All questions must be answered correctly in order to satisfactorily complete this assessment event.  Assessors will need to make a judgement call as to whether each answer/response meets the criteria based upon the:   * Rules of Evidence:   + Validity – does the answer address the assessment question and does the evidence reflect the four dimensions of competency?   + Sufficiency – is the answer sufficient in terms of length and depth?   + Currency – has the work been done so recently as to be current?   + Authenticity – is this work the student’s own authentic work? * Principles of Assessment:   + Fairness – individual student’s needs are considered in the assessment process   + Flexibility – assessment is flexible to the individual student   + Validity – any assessment decision is justified, based on the evidence of performance of the student   + Reliability – evidence presented for assessment is consistently interpreted and assessment results are comparable irrespective of the assessor conducting the assessment * Dimensions of competency   + Task skills   + Task Management Skills   + Contingency Planning Skills   + Job Role Environment Skills |
| **Student must provide** | Calculator, pens. |
| **Assessor must provide** | Computers, Learner work book for preparation, Knowledge assessment document. These may be hard copy or made available online. |
| **Time allowed** | 60 Minutes |

## Part 1: Short answer

Read the question carefully. Your answer should be a minimum of 10 words but no longer than 75 words.

1. As a minimum, what should a design quotation contain? (Provide 5 points)'. KE4, KE5, PC2.1

Student responses may include, but are not limited to:

• A reference or quotation number

• The date the quote was prepared

• The customers details – name, address (include job address if required) and contact details

• Delivery point details (address and contact details)

• Your details or your company's details including trading name, address, contact details and ABN (Australian Business Number)

• A description of the services or product to be provided including quantities and as much specific detail as possible

• The quote price, both itemised per product or service and the total, and state whether prices include or exclude GST (which should be shown separately if not included)

• Period of time quote is valid for (to avoid you incurring inflating costs)

• Terms and conditions relevant to you or your company, particularly payment terms

• Provision for signatures of both parties as agreement of terms and conditions if the quote is accepted and work is to go ahead.

1. Identify what information should be included to support the quotation. PC2.2

A description of the project, any detail drawings that refer to what is being quoted

1. Outline what terms and obligations within a contract relate to the client and to the contractor. KE1.1

Client. Terms for the client are the conditions the client has to abide by.

i.e.: Payment schedule, access to site, any materials or products the client has agreed to supply and any legal documents the client has agreed to supply.

Contractor. Terms for the contractor are conditions the contractor has to abide by.

i.e.: Quality of material and the build, time lines, Licences, Insurances

1. List two points in a contract that a quality of construction clause should refer to. KE1.1

Student responses can include, but are not limited to:

* a 'quality of construction' clause that states the work will comply with
* the Building Code of Australia, to the extent required under the Environmental Planning and Assessment Act 1979
* all other relevant codes, standards and specifications that the work is required to comply with under any law
* the conditions of any relevant development consent or complying development certificate.

1. Identify the 3 methods of contractual agreements and briefly describe what they are. KE1.2

Written Contract: These set out clearly the details of what is agreed.

Verbal Contract: The verbal contract can work fine as long as there are no disputes.

Standard Form Contract: These are pre prepared contracts where terms and conditions are set in advance. Little or no negotiation between the parties. These are printed with blank spaces to fill in information.

1. Explain what an "Exclusion Clause" is and give an example of when it would be used. KE1.3

It is to identify if a contractor or client is responsible or not responsible for certain items or procedures.

It would be written within the contract.

1. Why would a contract have a "Dispute Resolution Clause"? KE1.4

So both parties have a clear understanding of how to proceed in the event of a dispute between a client and the contractor.

1. In a contract, what should a "Termination of Contract" clause include? And give an example of when it would be used. KE1.5

Student response can include, but is not limited to:

A termination of agreement clause provides details in which parties can end their legal relationship and discontinue the fulfilment of their obligations.

•Mutual consent

•Breach or failure of a set precedent or condition

•In the event one of the parties becomes bankrupt

•A legal order that prohibits the agreement

1. What information would a designer extract from a client brief and client information in order to determine the scope of the design services required? KE2, PC2.2

The Designer will assess the design outcomes for what is required, the size of the project the time involved to create the design.

1. How can the complexity of a project design impact the cost of the Design Services for a project? (Give two examples) KE2.1, PC1.3

Student response can include, but is not limited to;

Extra cost for services:

1. Engage outside 3rd party groups to discuss the project legalities.
2. Special Licences required.
3. Physical and technical properties.
4. How many site visits and client meetings.
5. How would a designer reduce the impact of their time to ensure the client's preferences are clarified and confirmed? KE2.2,

Student responses can include, but are not limited to:

1. Firstly listen intently.
2. Research products to ensure they are best suited to the project.
3. Then provide samples for the client to assess.
4. Provide 3D images to help visualise the project.
5. Provide open questioning to ensure the client confirms what they want.
6. Have the client signed off on samples and selections.
7. Describe how multiple unique developments impact on the cost of the design and projects. KE2.3

If not established from the design brief and without expressed permissions from the designer the client cannot use the designs for other projects. Unless it forms part of the contract to allow the clients those rights.

Unique developments will involve extra research and co-ordination time equalling more cost.

1. List three (3) factors that impact on the amount of consultation hours for a project. KE2.4

Student responses can include, but are not limited to:

1. The size of the project
2. The quantity of the projects
3. The Quality Required
4. The Budget set
5. The time frame and completion dates
6. Location
7. List three (3) ways a designer's services are costed. KE3

Student response can include, but is not limited to:

1. Fixed Rate
2. Hourly Rate
3. Percentage over cost
4. Cost per square metre
5. Retail Price
6. Combination
7. Provide three (3) items that may be included in a quotation from suppliers. KE5.1

Student response can include, but is not limited to:

1. Time the quote is open for that service cost.
2. Availability of product/service.
3. Lead time to order materials for delivery.
4. The cost of the product.
5. GST
6. Sizes/weights
7. Product certification
8. Provide two (2) items of promotional information that may be included in a quote. KE5.2

Student response can include, but is not limited to:

1. Other services that the company provide
2. A note to encouragement them to clarify any items
3. A message to thank the client for the opportunity to participate in their project.
4. Contacts to service providers the designer recommends. (engineers, builders, suppliers)
5. Identify two (2) features and two (2) inclusions of a design contract KE6, PC2.1

Student response can include, but is not limited to:

Features Inclusions

1. Legally binding contract for services 1. Description and images of design
2. Colour boards 2. Payment Schedule
3. Detail drawings 3. Warranties of products
4. Clear Descriptions of product 4. Indemnities
5. Identify two (2) points of what the legal obligations of the designer on a project are. KE7

Student response can include, but is not limited to:

1. To ensure designs are original.
2. The design meets all standards, local government and council regulations.
3. Contractors are licenced and insured.
4. Project meets all the details on the quote/contract.
5. Project meets the time frames set out in the contract.
6. Identify two (2) stakeholders and the information the designer would require from them in order to prepare a design quote for a project. PC1.4

Student responses can include, but are not limited to:

Client: Client Brief/survey, Specifications,

Architect: Plans and fees for services.

Government and Councils: Any licence and fees cost.

Design Company: Fee structure

1. From the table below, calculate the labour cost, then add up the material cost and work out the GST to calculate a total cost for a small quote for a project. KE8, PC1.5

Table 2 Costs

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Service | Rate Per Hour | Time Estimated | Hours per Day | Cost of Labour | Material Cost Exc/GST |
| Designer | $75 | 8 days | 6.5 | $3900.00 | $200.00 |
| Plumber | $85 | 12 days | 8.0 | $8160.00 | $2655.00 |
| Electrician | $80 | 10 days | 7.5 | $6000.00 | $2263.00 |
| Carpenter | $65 | 22 days | 9.5 | $13585.00 | $18255.00 |
| Concreter | $55 | 14 days | 6.0 | $4620.00 | $8564.00 |
| Builder | $75 | 30 days | 12.0 | $27000.00 | $65487.00 |
| Landscaper | $45 | 7 days | 9.0 | $2835.00 | $12300.00 |
| Total Labour Cost | | | | $66,100.00 |  |
| Total Material Cost Excluding GST | | | | | $109,724.00 |
| Total Labour and Materials Cost Excluding GST | | | | | $175824.00 |
| GST | | | | | $17582.40 |
| Total Cost Including GST | | | | | $193,406.40 |

1. How would the designer confirm the inclusions in a quote to a client? PC2.3

Meet with the client and present samples, outline the design, the materials, and inclusions.

If the client agrees confirm the quote by the client accepting and signing the quote.

1. How would the designer confirm client changes for a Design? PC2.4

Modify the documents to the client's changes.

Amend design quote to new design.

Finalise with a client interview and confirm by the client accepting and signing the quote.

1. How would a designer obtain and document the client's agreement to the Design Quote? PC2.5

With all aspects of the design agreed on after a discussion's with the client.

To progress to the contract stage the client and the designer will need to sign off on the design quote.

1. A house requires 162 square meters of plasterboard. Sheets sizes to be used are 2700mm x 1200mm. Estimate how many sheets are required, including an allowance of 10% wastage. KE8

Your answer should include calculations and will be less than 20 words

Sheet size 2.7 x 1.2 = 3.24 m²

162 m² x 10% = 178.2 m²

178.2 m² ÷ 3.24 m² = 55 sheets

1. What type of contract would be used for a project between five thousand and twenty thousand dollars and what is it mainly used for? PC 3.1

A small jobs contract is used for residential building work, worth between $5,000 and $20,000

Mainly used for trade work, maintenance and repair work as well as smaller alterations or improvements likely to cost less than $20,000

1. What type of contract would be used for a project valued over twenty thousand dollars and what is it mainly used for? PC 3.1

An extensive home building contract.

Used mainly for residential building work

It is suitable for new homes, alterations and additions.

1. What are three (3) legal requirement for the parties of a contract for work between five thousand and twenty thousand dollars? PC3.1

Student response can include, but is not limited to:

The work will comply with:

1. The Building Code of Australia, to the extent required under the Environmental Planning and Assessment Act 1979
2. All other relevant codes, standards and specifications that the work is required to comply with under any law
3. The conditions of any relevant development consent or complying development certificate.
4. Included clause for appeals
5. What are three (3) legal requirement for the parties of a contract for work over twenty thousand dollars? PC3.1

Student response can include, but is not limited to:

The work will comply with the same as a small jobs and:

1. The date and signatures of both the contractor and homeowner
2. The home owner’s name
3. The exact name of the contractor’s licence and licence number
4. Attached plans and specifications
5. Relevant warranties required by the *Home Building Act 1989*
6. The cost of cover under Home Building Compensation Scheme if insurance is required
7. From the review of the "Design Brief" what Outcomes would a Designer assess about a project? (list 3 points) PC1.1

Student response can include, but is not limited to:

1. The type of project
2. The materials selected
3. The style of the project
4. The size of the project
5. The budget for the project
6. The contractors required
7. Provide an example of an open question that a designer would ask a client about a design. PC1.2

Why do you think the style you selected will suite you project?

How do you want the area to be?

What do you think about the option to move this wall?

\* Note to Assessor "Any question that engages the client to give feedback"

1. Identify why a designer would need to seek specialist legal expertise on a project, and then indicate what action would need to be taken in each instance (Give 2 examples of each) PC3.2

Student responses can include, but are not limited to:

Advice Action

1. In the development of the contract Modify the contract to their advice

To confirm it is legally binding.

1. If there was a dispute between the After advice, Potentially engage services

Contractors and the designer. In a court environment.

1. In the event of a Strata or Body Receive advice in preparation for the

Corporate dispute. Meeting.

1. Council restraints and challenging After advice, Potentially engage services

Legislation.

1. How are inclusions, cost and parameters of Design services documented in a contract? PC3.3

Usually as a highlighted note. This would include fees for extra services such as project management.

1. Describe what is included in a set of terms and conditions for a contract. PC3.4

Terms: These describe accurately how the project is to be paid.

Conditions: These describe items in the contract that can have a legal ramifications in the event of a dispute and how to proceed through that process.