



**SUCCESSION
TRAINING**

BSB51415 Diploma of Project Management



Human Resource Management

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ASSESSMENT WORKBOOK COVERSHEET

WORKBOOK:	Workbook 3
TITLE:	Human Resource Management
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Please read the Candidate Declaration below and if you agree to the terms of the declaration sign and date in the space provided.

By submitting this work, I declare that:

- I have been advised of the assessment requirements, have been made aware of my rights and responsibilities as an assessment candidate, and choose to be assessed at this time.
- I am aware that there is a limit to the number of submissions that I can make for each assessment and I am submitting all documents required to complete this Assessment Workbook.
- I have organised and named the files I am submitting according to the instructions provided and I am aware that my assessor will not assess work that cannot be clearly identified and may request the work be resubmitted according to the correct process.
- This work is my own and contains no material written by another person except where due reference is made. I am aware that a false declaration may lead to the withdrawal of a qualification or statement of attainment.
- I am aware that there is a policy of checking the validity of qualifications that I submit as evidence as well as the qualifications/evidence of parties who verify my performance or observable skills. I give my consent to contact these parties for verification purposes.

Name : Jay Pery

Signature: JP

Date:
22/6/2020

WRITTEN QUESTIONS

Part 1 – Manage Project Human Resources

1. Consider the following methods or processes involved in Human Resource Management (HRM). In your own words, briefly discuss each.

Do not exceed fifty (50) words for each discussion.

HRM Methods	Discussion
Develop human resource plan	Understanding the necessary skills required for project success, and identifying the human resources who possess these skills. In this method the project roles, responsibilities and skills will need to be defined, while a staff management will be created.
Acquire project team	Relates to hiring the personnel required to fill the roles, responsibilities and skills as outlined in the HRM. Many factors and blockers however may play a role in restricting the project team from hiring the most suitable candidates for the works.
Develop project team	The project manager will identify any further specific skills or qualifications to allow the performance of the project to be improved. This may either be in the form of physical qualifications or team interaction and environment training.

Manage project team	The project manager will monitor the performance of the team and provide feedback to the team to optimise performance. In addition, the project manager will monitor the interactions between team members to ensure issues are resolved quickly.
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2. The following are strategies for managing human resources. Match each strategy to its correct description.

Write the letters that correspond to your answers in the spaces provided.

	Strategy HR management	Description
b	Conflict resolution	a. A strategy involving projecting labour needs and the effects they'll have on an organisation, or a project.
a	HRM forecasts	b. A strategy employed for two or more parties to find a peaceful solution to a disagreement among them.
d	Learning and development strategies	c. The process of attracting individuals on a timely basis, in sufficient numbers and with appropriate qualifications, to apply for jobs with an organization.
e	Performance monitoring	d. An organisational strategy that articulates the workforce capabilities, skills or competencies required to ensure a sustainable, successful project and that sets out the means of developing these capabilities to underpin performance effectiveness.
c	Personnel recruitment	e. A strategy involving assessing progress towards meeting performance and project objectives; sharing feedback on progress relative to the project goals.

3. Select two (2) strategies for HR management outlined in Written Question 6. Provide at least one (1) example or situation relating to project management in which they are best applied.

Complete the table below.

HR management strategy	Application (provide at least one (1))
Conflict resolution	Implementing a complaint review process to improve communication between employees and ensure conflicts are resolved quickly
Personnel recruitment	Incetivising employees to refer peers within their industry to bring additional skills and experience onto the team.

4. Outline three (3) processes for measuring individuals' performance against agreed criteria and briefly explain each.

Do not exceed 100 words for each process you outline.

- Self monitoring - implementing tasks such as project plans, checklists and activity logs will assist employees in tracking their job progress. This will eliminate conjecture for employees by ensuring they know when they are meeting deadlines
- Work in progress - collecting information on the progress of tasks will encourage employees to keep track of their own work. This can be done through weekly reports, casual conversations and project reviews
- Performance review - a complete review of an employees performance across a period of time against a set of criteria

5. Consider the strategies or techniques used for managing and improving team performance. Match each strategy or technique to its correct description.

Write the letters that correspond to your answers in the spaces provided.

	Strategy / technique	Discussion
b	Observation and conversation	a. Focuses on building life skills of the individual with no specific agenda. The returns are learning and affirmation.
c	Project performance appraisals	b. These are used to stay in touch with the work and attitudes of project team members. The project management team monitors progress toward project deliverables, accomplishment that are a source of pride for team members, and interpersonal issues.
d	Coaching	c. Objectives for conducting these during the course of a project can include clarification of roles and responsibilities, constructive feedback, discovery of unknown or unresolved issues, development of individual training plans, and establishment of specific goals for future time periods.
a	Mentoring	d. Focuses on performance of tasks with a specific agenda that comes with the job. The returns are improved teamwork or performance.

Part 2 – Manage Project Procurement

1. Consider the following procedures involved in project procurement. Match each procedure to its correct description.

Write the letters that correspond to your answers in the spaces provided.

	General feature	Description
c	Plan procurements	a. It is the process of completing each project procurement. It also involves administrative activities such as finalising open claims, updating records to reflect final results and archiving such information for future use.
b	Conduct procurements	b. It is the process of obtaining seller responses, selecting a seller, and awarding a contract. In this process, the team will receive bids or proposals and will apply previously defined selection criteria to select one or more sellers who are qualified to perform the work and acceptable as a seller.
d	Administer procurements	c. This is the process of documenting project purchasing decisions, specifying the approach, and identifying potential sellers. It defines those project needs which can be best be, or must be, met by acquiring products, services, or results outside the project organisation, against those project needs which can be accomplished by the project team.
a	Close procurements	d. This is the process of managing procurement relationships, monitoring contract performance, and making changes and corrections as needed.

2. The following are general features of a procurement management plan. Match each feature to its correct description.

Write the letters that correspond to your answers in the spaces provided.

	General feature	Description
d	Contract management process	a. This includes details of procurement (both contractors and purchases) needed for the project; as well as the selection criteria needed for each resource (this may be provided in the appendices if substantial).
a	Resources to be procured	b. These include details of the communication arrangements of procurement to stakeholders; as well as the responsibilities for staff and team members when dealing with contractors.
b	Responsibilities to contractors	c. Discusses the procedures for probity and project governance constraints of the procurement for this project.
c	Probity and project governance constraints	d. This includes information of the procurement process, from the identification of the need for procurement through to the procurement process itself and how successful contractors are selected.

3. List at least five (5) criteria that can be used to select vendors or suppliers.

- a. Experience in the industry
- b. Qualifications
- c. Price
- d. Exclusion
- e. Availability

4. The following are documents required in the procurement process of the project. Match each document to its correct description.

Write the letters that correspond to your answers in the spaces provided.

	Documentation	Description
c	Procurement management plan	a. These document the conclusions reached regarding what project products, services, or results will be acquired from outside the project organisation, or will be performed internally by the project team.
d	Change requests	b. These are often included as part of the procurement documents. These are developed and used to rate or score seller / contractor / vendor proposals, and may be objective or subjective.
a	Make-or-buy decisions	c. This documentation describes how the procurement processes will be managed from developing procurement documents through contract closure. This documentation may include guidance for but not limited to types of contract to be used, risk management issues, managing multiple suppliers, etc.
b	Source selection criteria	d. These are proposals to expand or reduce the project scope, modify policies, processes, plans, or procedures, modify costs or budgets, or revise schedules.

5. Consider the structure of a contract. The following are sections that should be included in both the preamble and the schedules of any part of the contract.

Write **P** if the section is to be included in preamble of the contract and write **S** if the section is to be included in the schedules of the contract. Write your answers in the spaces provided.

p	a. Governing law and jurisdiction
s	b. Agreed schedule.
s	c. Agreed payments.
p	d. Insurance
s	e. Agreed HR requirements (actual people, qualifications, etc.).
s	f. Any allowed subcontracting arrangements.
p	g. Confidentiality
s	h. Intellectual property
s	i. Agreed quality standards.
p	j. Restraint
p	k. Conflict of interest
p	l. Subcontracting
s	m. Reporting and meeting requirements.
p	n. Variation
p	o. Warrantee
s	p. Any risk management activities the contractor is responsible for.

p	q. Termination
s	r. Description of work.

6. The following are general conditions of the contract. Match each condition to its correct description.

Write the letters that correspond to your answers in the spaces provided.

	General conditions	Description
c	Variation	a. Covers the copyright ownership of any written or artistic materials produced during the course of the project. In nearly all instances, ownership of copyright is given to our organisation, but this must be specified in the contract.
a	Intellectual property	b. Covers the closure of the project. It also contains what happens if the contract is ended before the deliverables have been produced.
d	Restraint	c. This refers to the change management process. The contract should stipulate that all contract changes go through the formal change management process.
e	Conflict of interest	d. There may be a clause preventing the contractor engaging in related activities for a set period of time following the end of the project. This is not as common for contractors as it is for employees.
f	Warranty	e. This prevents the contractor from performing activities that may damage the interests of your organisation.
b	Termination	f. Statement indicating the contractor will perform the services with reasonable care and skill, and that the intellectual property rights of any third party are not infringed. There may also be a warranty period listed for a product post-delivery.

7. Consider the legislation, codes and national standards relevant to types of contract and associated procurement processes.

- a. List the relevant federal legislation applicable to contract law.
- b. List at least two (2) other pieces of legislation relevant to your contractor.

- | |
|--|
| a. Competition and Consumer Law Act 2010 |
| b. Corporations Act 2001 |
| Work Health and Safety Act 2011 |

8. Which of the following statements are true regarding the Contract Law?
Select all that apply.

☒	Contract law encompasses any laws or regulations directed toward enforcing certain promises.
☐	A verbal agreement or contract is as reliable as a written contract.
☒	A contract is an agreement between two parties – either between two individuals, an organisation and an individual, or two organisations.
☐	Terms in the contract may be considered unfair when one party decides it is unfair.
☒	The first requirement for a valid contract is an agreement between two or more parties.
☒	The Australian contract law is divided into five categories including formation, scope and content, avoidance, performance and termination, and remedies.
☒	It is recommended that all project contracts need to be in writing to save any confusion.

9. Consider the probity and project governance constraints that relate to project procurement in a project provided below.
- In your own words, briefly discuss how each constraint relates to project procurement. Do not exceed fifty (50) words for each discussion.
 - For each constraint, include at least one (1) specific example or situation in your current industry or an industry you would most likely work in.

Probity and project governance constraint	Discussion	Provide at least one (1) industry-specific example or situation
Ethical behaviours	Objectivity must be maintained by the project team and key stakeholders when recruiting, evaluating and selecting personnel	Ensure you use ethically sound selection criteria when selecting and evaluating personnel. Although I can recommend peers and friends for my workplace, it would be ethically wrong to hire them without merit
Limits of authority	The project manager will give insight into procurement strategies and purchases, although does not own this area of decision making	The project manager would need to seek approval to change contractors or procure materials from a different supplier

Part 3 – Manage Project Stakeholder Engagement

1. Consider the different project stakeholders listed below. In your own words, discuss each project stakeholder in terms of the following:
 - a. The project stakeholder's interest in the project
 - b. The project stakeholder's expectations of the project
 - c. What is expected of the project stakeholder

Complete the table below.

Stakeholder	The project stakeholder's interest in the project	The project stakeholder's expectations of the project	What is expected of the project stakeholder
Project sponsor	The delivery of a quality product	The project to be completed on time, in budget and with high quality	Finance the project and review scope changes
Project manager	Overseeing the delivery of the product	All other stakeholders work within their responsibilities	Ensuring the project is delivered under the sponsor's expectations
Project team member(s)	Completing project tasks as outlined by the project manager	Mentorship from the project manager, safe work area	Ensure all tasks are completed with high quality
Contractors	Completing tasks as outlined by the subcontract	Safe working conditions for the project to be completed	Provide goods and services as required by the subcontract
Suppliers	Supply materials procured by the project team	Timely payment and reasonable notice for deliveries	Supply materials on the agreed upon date
The end user	Higher quality of living, easier transit ie. civil infrastructure	The final product is of high quality and improves quality of life	Pay for project costs if the project is publicly funded

Regulatory bodies	Create standards such as building codes. Can implement legal constraints/requirements	Standards and laws are adhered to when creating the product	Ensure all standards are correct and applicable to the project. Update standards if necessary
Senior executive	High level supervision	Safe and profitable delivery of the product	Provide support for the project team

2. Consider the different levels of stakeholder engagement below. In your own words, briefly describe each.

Do not exceed fifty (50) words for each discussion.

Stakeholder engagement levels	Discussion
Unaware	The stakeholder does not know the project is taking place
Resistant	The stakeholder does not want the project to take place. This stakeholder may attempt to block project progression
Neutral	Understands the project is taking place but does not hold an interest.
Supportive	Happy to see the project taking place. Will attempt to assist project progression
Leading	Actively promoting the project. Aware of the potential of the project and will attempt to have influence on the project success.

3. Consider the different methods, tools, and techniques used in stakeholder engagement provided below. Match each to its correct description.

Write the letters that correspond to your answers in the spaces provided.

	Methods, tools, and techniques	Description
b	Stakeholder analysis	a. To ensure comprehensive identification and listing of stakeholders, judgement should be sought from groups or individuals with specialized training or knowledge on the subject area such as senior management, SMEs, and others.
a	Expert judgement	b. This is a method of systematically gathering and examining quantitative and qualitative information to determine whose interests should be taken into account throughout the project. It identifies the interest, expectations, and influence of the stakeholders and relates them to the purpose of the project.
d	Interpersonal skills	c. These involve the act of directing and controlling a group of people for the purpose of coordinating and harmonizing the group towards accomplishing project objectives.
e	Communication methods	d. These include skills in building trust, resolving conflict, active listening, and overcoming resistance to change to manage stakeholder expectations.
c	Management skills	e. These involve the act of sharing information among project stakeholders and they can be broadly be classified into interactive, push, and pull.

4. List four (4) management skills that can be utilised in stakeholder engagement.

- a. Presentation skills
- b. Writing skills
- c. Negotiating
- d. Public speaking

5. List four (4) common problems relating to project management that lead to variances in stakeholder engagement.

- a. Misleading content
- b. Missing reports
- c. Stakeholder complaints
- d. Untimely distribution

6. The following are key components of stakeholder engagement. Match each key component to its correct description.

Write the letters that correspond to your answers in the spaces provided.

	Key Component	Description
g	Stakeholder Identification and Analysis	a. Plan out each consultative mechanisms, consult inclusively, document the process, and communicate follow-up.
f	Information Disclosure	b. Involve directly affected stakeholders in monitoring project impacts, mitigation and benefits, and involve external monitors where they can enhance transparency and credibility.
a	Stakeholder Consultation	c. Establish accessible and responses for stakeholders to raise concerns and complaints about the project throughout its life.

e	Negotiation and Partnerships	d. Build and maintain sufficient capacity within the company to manage processes of stakeholder engagement, track commitments, and report on progress.
c	Grievance Management	e. For controversial and complex issues enter into good faith discussions that satisfy the interest of all parties. Add value to impact mitigation or project benefits by forming strategic partnerships.
b	Stakeholder Involvement in Project Monitoring	f. Communicate information to stakeholders early in the decision-making process, in ways that are meaningful and accessible, and continue this communication throughout the project life
h	Reporting to Stakeholders	g. Invest time in identifying and prioritizing stakeholders and assessing their interests and concerns.
d	Management Functions	h. Report back to stakeholders on environmental, social and economic performance both those consulted and those with more general interests in the project.

7. Which of the following are key principles of stakeholder engagement?

Select all that apply.

☒	a. Relationship: Try to engender trust with the stakeholders. Seek out networking opportunity.
☒	b. Remember, they are human: Operate with an awareness of human feelings.
☒	c. Take responsibility: Project governance is the key of project success. It's always the responsibility of everyone to maintain an ongoing dialogue with stakeholders.
☐	d. Celebrate success: Ensure that all other project stakeholders are aware of your accomplishments.
☒	e. Consult, early and often: Always ask the right questions to get the useful information and ideas. To engage their support ask them for advice and listen how they feel.
☐	f. Understand what success is: Explore the value of the project to the stakeholder.
☒	g. Communicate: Before we are aiming to engage and influence stakeholders, it's crucial to first seek to understand. To ensure intended message is understood and the desired response achieved.
☒	h. Simple but not easy: Show your care. Be empathetic. Listen to the stakeholders.
☐	i. Quantity over quality: The more project stakeholders involved in the project the more chances of ensuring the project's success.
☒	j. Plan it: Time investment and careful planning against it, has a significant payoff.

Part 4 – Manage Personal Work Priorities and Professional Development

1. Discuss the principles and techniques involved in the management of organisation by completing the table below.

Further guidance is provided in the table.

Aspects in management of organisation.	Provide a brief description of the principles behind this aspect:	Provide at least (1) technique you would use to manage this aspect in your own workplace:
Performance measurement	Collecting information relating to the performance of personnel or groups	Performance reviews
Personal behaviour	How an individual will conduct themselves when completing a task	Strong leadership, effective communication
Self-awareness	The ability for an individual to evaluate their emotions separate to their environment	Introspective self evaluation
Identification of your own personality traits	Understanding your behavioural tendencies across a range of scenarios	Complete personality tests and compare to the big 5 models
Identification of the personality traits of your team member	By observing others, you can adjust your own decisions to facilitate a more appropriate working scenario	Observing others, have others take personality tests
Setting your own goals	Setting goals will provide a platform for a clear objective you are willing to achieve. This will improve focus and motivation	Implement SMART goals for short and longterm outcomes
Managing your time	By implementing time management techniques, an individual would become more efficient and productive in their work	20/80 rule, project tracking software, delegation

Your personal development plan	Allows for individuals to develop off their SMART goals to create a long term collection of all of their goals	Understand SMART goals, long term goal visualisation
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2. Write a two-year plan for your personal development of your own management skills.

Your plan must be of between 200 – 400 words in length.

Guidance: Ensure that you set goals that are S-M-A-R-T (specific, measurable, attainable, realistic, and timely) and that you include including specific opportunities and options you could pursue, and include specific timeframes for achieving each item in this plan.

To begin with, the completion of my Project Management diploma will be my primary goal over the next six months. The completion of this diploma will facilitate the development of my management skills while educating me on how to improve my skills further. During this six month period I will also look to gain more practical experience in the area of management. In the past, I have managed teams of up to 20 people, and aim to expand on this to manage teams of up to 50 people. This will be accomplished by seeking out larger scale projects in my next area of employment.

Beyond the next six months, I will look to attain further education in the Project Management and Business/ finance area, by beginning a Master of Business Associates degree. Similarly to the first six months of my two year plan, this will allow me to expand my scope of work, and give me the tools to manage larger projects and groups of employees.

In addition to my two year plan, I will be sure to complete self-evaluations and lessons learnt exercises to ensure I am self-aware of my progress, and allow me to make any changes to my plan as necessary.

3. Consider the different learning types provided below. In your own words, discuss each learning style and provide at least one (1) specific strategy or approach appropriate for accommodating each learning style.

Do not exceed fifty (50) words for each discussion.

Learning style	Discussion (Do not exceed fifty (50) words for each discussion)	Approach / strategy (Provide at least (1) for each learning style)
Visual	Will learn most effectively through pictures, diagrams and demonstrations.	Explain processes with diagrams rather than text or reports
Kinaesthetic/Tactile	Will require their own participation in physical tasks to understand processes. Kinesthetic learners may struggle with only watching demonstrations.	Make the individual participate in work processes on site
Auditory	Learning centered around hearing and listening. This individual would excel in lectures or presentations	Provide lectures or audio explanations for processes

4. Taking the role of a project manager, what methods would you apply to achieve a healthy work-life balance?

Provide three (3) methods and briefly describe each. Do not exceed fifty (50) words for each discussion.

- a. Maintain strong relationships with my friends and family to ensure I have people to talk to if required
- b. Seek mentorship from more experienced work mates, supervisors or mentors. They may have strategies I haven't considered for maintaining a good work life balance
- c. Exercise and dieting. If my physical wellbeing is of high quality I will be able to complete work more efficiently and decrease my work hours

5. Provided below are methods and practices that are used to improve one's performance. In your own words, briefly discuss each.

Do not exceed fifty (50) words for each discussion.

Methods and practices	Discussion
Professional development	Improving my understanding or skills in my industry. This may be completed through training, courses, education or qualifications
Coaching and mentoring	Leaning on the knowledge and suggestions of my more experienced work peers. Mentors may suggest professional development as further coaching
Reflective practice	Looking back on previous works and learning from the mistakes I may have made. A lessons learnt register can be used for reflective practice
Seek feedback	Ask peers and mentors to evaluate my performance on a certain project or decision

Part 5 – Lead and Manage Team Effectiveness

1. Explain how group dynamics can affect the project team's performance. Your response must include discussion on the following:

- a. How does group dynamics support team performance?
- b. How does group dynamics hinder team performance?

Do not exceed 300 words.

- a. If many or all of the people on the team are like-minded, the team will likely reach agreements faster and with less discussion. On the other hand, if the group dynamic is weighted more evenly across a range of opposing views, the team will likely reach an agreement that is more well thought out. This would be due to the discussions that would take place from disagreements from each team member. In any case, if each individual's strengths are highlighted and open communication is encouraged, the team performance will be of high quality.

- b. Like-minded teams may lead to closed-minded solutions or agreements. Conversely, if a team with many differing viewpoints is gathered, solutions or agreements may not be reached at all. If this is paired with poor leadership and low communication, the team's performance will drop and the project will suffer

2. Which of the following are strategies that directly support team cohesion, participation, and performance?

Select all that apply.

☐	a) Risk analysis
☒	b) Coaching
☒	c) Performance reviews
☒	d) Mentoring
☒	e) Communicating each team member's roles and responsibilities
☒	f) Team building
☐	g) Record keeping
☒	h) Modelling desired behaviour and practices
☐	i) Micromanaging team members
☒	j) Consultative mechanisms with team members

3. Discuss at least three (3) strategies you would utilise to gain consensus in a team. Do not exceed fifty (50) words for each strategy.

- a. Complete either group or individual research to gain further insight into possible solutions
- b. Merge opposing solutions or ideas. Each team member may have to compromise parts of their solution to facilitate an agreement
- c. Ask team members to justify their argument and elaborate of their strategy. This will promote empathy in the team and encourage team members to further develop their solutions

4. In the life cycle of a project, you are most likely to encounter unexpected problems, issues, and questions along the way. Which of the following are strategies that can be best applied to handle and resolve such issues?

Select all that apply.

☒	a) Identify and understand potential risks and issues to the project prior to commencing.
☐	b) Refer and turn over all issues to supervisor.
☒	c) Implement a tool to document issues as they arise within the project such as an Issues Log.
☒	d) Learn from previous projects to predict potential risks and issues.
☐	e) Explore small issues and let them escalate into bigger ones.
☒	f) Allocate responsibilities within project team members for resolving different types of issues.
☒	g) Set criteria to determine an issue's priority task.
☐	h) Communicate issues to team members who are not directly involved.
☒	i) Establish a plan for communicating issues within the project team.
☐	j) Single out team member(s) who are responsible for the issue and carry out disciplinary measures.

CASE STUDY

Instructions to Student

These case studies are hypothetical situations which will not require you to have access to a workplace, although your past and present workplace experiences may help with the responses you provide. You will be expected to encounter similar situations to these in future as you work in a project team environment.

In the real world you are likely to encounter the situation where you enter a project, taking over from another project manager. The documentation that is handed over to you is not necessarily up to scratch, and there could be serious issues with the project. This assessment captures that real life scenario.

The case studies are the first part of dealing with “multiple complex projects” required in all the units of this subject. The other assessment covering this requirement is the practical assessment. When you have completed the case studies you will be able to commence the practical assessment which covers the generic skills needed to function as an effective project team member. This assessment on the other hand covers the application of the underpinning knowledge and background theory.

Introduction

You have been called back as an independent consultant in the Awesome Landscapes project which you have worked on in the previous workbooks.

Note: For the purpose of this assessment, today is 12 December 20xx, where 20xx refers to the current year. Awesome Landscapes is based in your own home / state territory.

There have been substantial changes to the project. It has come almost to a standstill when Massive Eco-Development went into administration on 19 November causing all work on site to stop. No one saw this coming. The administrators ordered work to stop on the project, but three weeks later, they have advised you that a buyer has purchased all of Massive Eco-Development's assets, including this project.

The buyer is the Cascade Peak Hotel, currently the largest and most successful accommodation provider within the town. They have seen the opportunity to expand their business and as a result have hired the project manager and project director of Massive Eco-development Corporation on temporary contracts to see out the rest of the project. Cascade Peak Hotel will have sole ownership of the resort, so the proposed marketing project will no longer go ahead.

You have just met with the senior management of Cascade Peak Hotel and have negotiated to get the project back on track. They have agreed to pay Awesome Landscapes an extra \$100,000.00 to compensate for lost time and have agreed to fully support you. However, there are two issues at hand:

1. Cascade Peak Hotel has asked J.P Digging (one of the contractors) be removed from the project. They have worked with this contractor before and had bad experiences with them. You have found they have been a lot of hard work but otherwise meeting the schedule until the takeover. When the contractor found out that Cascade Peak Hotel has taken over the ownership, they asked if they could terminate their contract. Cascade Peak Hotel agrees. You will need to find a new contractor.
2. Through the uncertainty with the project being stopped, you have lost two landscapers. They have both handed in their resignation, left the area and taken jobs interstate where employment opportunities are admittedly a lot better.

To reflect these changes, the project documentation has been updated and signed off a week ago on 7 December 20xx. Sam Ng has warned you though that a lot of the issues have not been thought through and he has therefore brought you in as a consultant to help get the project back on track when construction recommences on 7 January. There is a lot of work to be done between now and then.

Sam has provided you with the updated project documentation via the following links:

[Project Charter version 3 \(.pdf\)](#)

[Project Plan version 3 \(.pdf\)](#)

[Project Gantt Chart version 3 \(.mpp\)](#)

[Project Gantt Chart version 3 \(.pdf\)](#)

[Project Network Diagram version 3 \(.pdf\)](#)

(Username: cstclearner Password: CstcPty@123)

Note: These documents were generated in year 2016. For the purpose of this assessment, refer to '2016' as the current year and '2017' as the succeeding year.

1. Awesome Landscapes uses the following template to advertise for new positions. Write the content in the template to create an advertisement for the vacant positions.

Guidance:

- a. All applications for people applying for roles within this project must e-mail their applications to sam.n@awesomelandscapes.com.au.
- b. Although these positions are specifically required for this project, the employment of these landscapers will need to be ongoing.
- c. Landscapers working for Awesome Landscapes are paid \$18.00 per hour plus leave and superannuation entitlements as required by legislation.
- d. They will be formally reporting to the project manager even though their day-to-day duties will come from the site supervisor.

Job Advertisement Template

Job Title	Landscaper/ Labourer
Job Location	Cascade Peak
Introduction to organisation	Awesome Landscapes is the Premier landscaping organisation in the Cascade Peak area, with having completed the landscaping work for most large projects in the area in recent years.
Who the position reports to	Sam Ng, Awesome Landscapes Project Manager
Description of the job role and purpose	Landscapers will be working on landscaping jobs as their main priority, and will be maintaining national park tracks as their secondary task.
Selection criteria	Previous experience, landscaping skills, relevant qualifications and availability to complete the works
Salary and superannuation details	\$18.00 per hour plus leave and superannuation
Employment conditions	Employment conditions will be as per fair work legislation
Instructions for applying for the position	Please send your application by e-mail to: sam.n@awesomelandscapes.com.au

2. Complete the employment contract for the new landscapers to sign when they commence work on the project.

Guidance:

- a. The landscapers have not yet been hired, so keep the name field blank.
- b. Assume they will commence employment on 7 January 20yy, where 20yy is the succeeding year of the current year.
- c. In accordance with company policy, the project manager signs off on the employment agreement.

EMPLOYMENT AGREEMENT

Dear [insert name of employee]

Employment agreement

This letter sets out the terms of your employment with Awesome Landscapes

In this letter, words in bold type have the meaning described in the definitions section at the end of the letter.

1 EMPLOYMENT

1.1 Commencing position

Awesome Landscapes will commence employing you in the position of **Labourer** on a full-time basis, reporting to **Sam Ng**, starting on **7 January 2017**.

1.2 Acknowledgment

You acknowledge and agree that:

- (a) you have a lawful right to work in Australia and perform the duties and responsibilities of employment contemplated by this letter;
- (b) you will immediately notify the company of any circumstance that might prejudice this right at any time during your employment by the company; and
- (c) in order to enable the company to verify at any time that you have this right, you will provide to the company upon request sufficient evidence to

establish this fact.

1.3 Hours

Your ordinary work hours are 38 per week, but you will be required to work such additional hours as may be reasonable and necessary for you to perform your duties in a satisfactory manner. Your hours of work will be averaged over 6 months. If you consider that you are being required or requested to work unreasonable additional hours you should raise this with your manager in the first instance.

1.4 Location

Initially, you will work at the company's premises at **Cascade Peak Chalets**. However, the company may direct you to perform work at other locations, provided that such a direction does not impose unreasonable hardship on you.

1.5 Probationary employment

- (a) You will initially serve a 6 month period of probation.
- (b) During the probationary period, either the company or you may terminate your employment with one week's notice in writing.

1.6 Permanent employment

If your employment continues after the expiration of the probationary period, it will be ongoing, subject to the right of either the company or you to terminate your employment under clause 10.

1.7 Duties and responsibilities

You will:

- (a) exercise the powers and discretions, hold the responsibilities and perform the duties and tasks as are conferred, delegated or specified by the company from time to time;
- (b) perform those responsibilities and duties honestly and in a proper and efficient manner;
- (c) use your best endeavours to promote and enhance the interests, welfare, business, profitability, growth and reputation of the company;
- (d) not intentionally do anything that is or may be harmful to the company;
- (e) report to the company promptly, or to such person as the company from time to time determines, at all reasonable times, all information and explanations as required in connection with matters relating to your employment or the business of the company; and

(f) comply with all lawful and reasonable directions given to you by the company.

1.8 Company policies

(a) You must be familiar with and observe the **company's policies** as varied from time to time.

(b) Nothing in the **company's policies** gives rise to a legal right or benefit enforceable by you.

1.9 Inconsistency with industrial laws

If the company is subject to obligations in respect of your employment arising under any **industrial laws** and any such obligation is inconsistent with a term of this letter, the term of this letter will not operate to the extent of that inconsistency.

2 REMUNERATION

2.1 Amount

The company will pay you an annual remuneration package that comprises:

(a) hourly wage of \$ \$18.00 gross;

(b) superannuation contributions as required by law (currently 9% of base salary);

Your remuneration package includes payment for all amounts of overtime, allowances, penalties and loadings to which you may become entitled under industrial laws.

2.2 Method of payment

The company will pay base salary and allowances into your nominated bank account(s) fortnightly 2 weeks in arrears.

3 EXPENSES

The company will reimburse you in accordance with company policy for expenses you properly incur in the course of your employment.

4 COMPANY DEBTS

If you owe money to the company, forfeit the right to monies already paid or you are paid more than you are entitled to be paid, the company may withhold (to the extent permissible by industrial laws) the amount forfeited, or the amount of the debt or overpayment, from any amounts otherwise payable to you, including salary or reimbursement of expenses.

5 LEAVE

5.1 Entitlement

You will be entitled to paid and unpaid leave in accordance with the Fair Work Act 2009 (Cth). A summary of these entitlements is set out below. You will also be entitled to paid public holidays under the Fair Work Act and Long Service Leave under the applicable legislation in your State or territory.

5.2 Annual leave

You will be entitled to 4 weeks' paid annual leave per year of service with the company. Annual leave accrues on a pro rata basis and is cumulative. Annual leave is to be taken at times agreed with the company. The company will not unreasonably refuse to authorise the taking of annual leave by you.

The Company may require you to take a period of paid annual leave if reasonable. A requirement will be reasonable if you have accrued excessive annual leave or the Company's business is being shut down for a period.

Upon the termination of your employment you will be entitled to payment in lieu of any untaken annual leave.

5.3 Personal/Carer's leave

You will be entitled to paid personal/carers' leave of 10 days per annum which may be taken as:

(a) sick leave for absences due to personal illness or injury; or

(b) carer's leave to provide care or support to a member of your immediate family or household who requires support because of an illness or injury or because of an unexpected emergency.

Personal/carers' leave accrues on a pro-rata basis and is cumulative. The company may require you to provide a medical certificate from a registered

health practitioner or a statutory declaration evidencing the reason for that personal/carer's leave.

You will be entitled to unpaid carer's leave of up to 2 days on each occasion when a member of your immediate family or household requires support because of an illness or injury or because of an unexpected emergency. This entitlement only applies if you are not entitled to paid personal/carer's leave.

5.4 Compassionate leave

You will be entitled to paid compassionate leave of 2 days:

(a) for the purpose of spending time with a member of your immediate family or household who has contracted an illness or sustained an injury that poses a serious threat to that person's life; or

(b) after the death of a member of your immediate family or household.

Compassionate leave may be taken as a single period of 2 days or as 2 separate periods of one day each. You must provide any evidence of the illness, injury or death that the company reasonably requires.

5.5 Parental leave

You will be entitled to maternity leave after 12 months' continuous service as follows:

(a) unpaid special maternity leave if you:

(i) are pregnant and have a pregnancy related illness; or

(ii) have been pregnant and the pregnancy ended within 28 weeks of the expected date of birth other than by the birth of a living child;

(b) unpaid maternity leave in respect of the birth or expected birth of a child of yours.

The maximum period of maternity leave (including special maternity leave and ordinary maternity leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you to provide a medical certificate and a statutory declaration regarding any application for maternity leave.

You will be entitled to paternity leave after 12 months' continuous service as follows:

(a) unpaid short paternity leave of up to one week commencing on the day your spouse begins to give birth;

(b) unpaid paternity leave after your spouse has given birth to a living child so that you can be the child's primary care-giver.

The maximum period of paternity leave (including short paternity leave and long paternity leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you to provide a medical certificate and a statutory declaration regarding any application for paternity leave.

You will be entitled to adoption leave after 12 months' continuous service as follows:

(a) unpaid pre-adoption leave of 2 days for the purpose of attending any interviews or examinations required to obtain approval for the adoption, unless the Company directs you to take another form of authorised leave to which you are entitled. Pre-adoption leave may be taken as a single, unbroken period of up to 2 days or as otherwise agreed with the company;

(b) unpaid adoption leave:

(i) short adoption leave of up to 3 weeks taken by you within the 3 weeks starting on the day of placement of a child with you for adoption;

(ii) long adoption leave taken by you after the day of placement of a child with you for adoption so that you can be the child's primary care giver.

The maximum period of adoption leave (including short adoption leave and long adoption leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you to provide a statement by the adoption agency and a statutory declaration regarding any application for adoption leave.

You may request an extension of unpaid parental leave for up to 12 months. You may also request to work a flexible working arrangement until your child reaches school age. Conditions apply to these requests. The Company may refuse such requests on reasonable business grounds.

6 CONFIDENTIALITY

6.1 Confidential information

In the course of your employment, you will become privy to **confidential**

information of the company or its clients, whether in written, computerised or oral form.

6.2 Obligations of confidence

You will, both during your employment and for so long as the confidential information remains confidential after the termination of your employment (unless it ceases to be confidential due to your breach of this clause):

- (a) not at any time, either directly or indirectly, disclose or communicate to any person any confidential information that may come to your knowledge during or in the course of the employment, unless expressly authorised by the company or required by law or court order;
- (b) use your best endeavours to prevent disclosure or publication of the confidential information where that disclosure or publication is not authorised by the company;
- (c) if required by law or court order to disclose any confidential information, advise the company of that fact and take all lawful steps to confine disclosure of the confidential information and preserve its confidentiality, including taking steps to allow the company or its agents to do so;
- (d) not use or attempt to use confidential information for your own purposes or for any purposes other than for the purposes of the company or in any manner which may injure or cause loss directly or indirectly to the company and/or its business; and
- (e) acknowledge and agree that, without prejudice to any other remedy that the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

7 RESTRAINT

7.1 Restraint

You will not during the **restraint period** in the **restraint area**, by any means whatsoever directly or indirectly:

- (a) attempt in any manner to persuade a **client** to cease dealing with or to reduce the dealings which that client has customarily had or contemplated

having with the company;

(b) attempt in any manner to persuade a **supplier** to cease dealing with or to reduce the dealings that the supplier has customarily had or contemplated having with the company;

(c) attempt in any manner to persuade any employee or contractor of the company with whose skills and abilities you have become familiar in the course of your employment to cease providing services to the company and/or to provide services to you or another person;

(d) carry on, advise, provide services to or be engaged, concerned or interested in or associated with or otherwise involved in any business activity that is competitive with any business carried on by the company.

7.2 Interpretation

Each of the covenants contained in this clause resulting from each **restraint period** and each **restraint area** constitutes and is to be construed and will have

effect as a separate, distinct, severable and independent provision from the other covenants (but cumulative in overall effect) and clause 11.3 will apply.

7.3 Acknowledgment

You acknowledge and agree that, without prejudice to any other remedy that the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

8 INTELLECTUAL PROPERTY

8.1 Acknowledgments

You acknowledge and agree that:

(a) all intellectual and industrial property rights in **confidential information** and any modifications and enhancements to confidential information are owned by the company;

(b) any **inventions** or **works** created during and in the course of the employment and the entire copyright throughout the world in all **works** are owned by the company;

(c) the company owns all **inventions** and **works** absolutely and without further payment by the company to you and to the extent necessary, you

irrevocably assign to the company all your present and future rights, title and interests in and to all **inventions** and **works**;

(d) you must immediately disclose to the company (and to no other person) all the details of any **inventions** or **works** created by you during your employment.

8.2 Consent

You:

(a) consent to the **works** being changed, copied, edited, added to, taken from, adapted and or translated in any manner or context by the company, and any person authorised by the company to do so, for any purpose related to the company's business, notwithstanding that such conduct may amount to derogatory treatment of the **works** within the meaning of the *Copyright Act 1968*; and

(b) acknowledge that the consent in clause 8.2(a) above is given genuinely and is not given because any person:

- (i) applied duress to you (or your representative) to give that consent; or
- (ii) made a false and misleading statement to you in relation to the giving of that consent.

8.3 General

You must, both during your employment and thereafter:

(a) do all such acts and things as the company may request reasonably to secure to the company ownership or registration rights in the **inventions** or **works**, and you hereby grant to the company the right to use your name to obtain any protection of the **inventions** or **works**; and

(b) not engage in any conduct that may damage the company's intellectual property or industrial rights.

9 OTHER BUSINESS INTERESTS

(a) During your employment you will not undertake or carry on, or be employed by, or be directly or indirectly concerned or interested in (other than merely by holding up to 5% of shares issued in a public company) any

business other than the company's business.

(b) You will not have any association or interest outside the company that is incompatible and/or inconsistent with the company's interests.

10 TERMINATION OF EMPLOYMENT

10.1 Termination by the company

Subject to clause 10.3, the company may terminate the employment by giving you one month's notice in writing.

10.2 Resignation

If you resign, you must give one month's notice in writing. If you decline to serve part or all of that notice period without agreement of the company, you will forfeit your right to be paid for that period of notice which you refused to serve (and clause 4 will apply).

10.3 Summary termination

The company may terminate your employment immediately by giving written notice to you and without being required to provide any compensation or payment in lieu of notice if you:

- (a) engage in serious or gross misconduct;
- (b) breach a fundamental condition and/or commit a fundamental breach of the conditions of your employment;
- (c) commit an act of fraud or dishonesty;
- (d) engage in any conduct which, in the reasonable opinion of the company, might tend to injure the reputation or business of the company;
- (e) fail or refuse to comply with any lawful direction given to you by the company through its authorised representative.

10.4 During the notice period

If either the company or you give notice of termination under this agreement, the company may:

- (a) pay you an amount of base salary in lieu of part or all of that period not

served by you; or

(b) require you to serve part or all of that period without attending work and/or performing duties.

10.5 Acts following termination

Upon the termination of your employment you must immediately repay all outstanding debts and loans to the company and return to the company any of the following items in your possession:-

(a) any document, whether in computerised form or otherwise, relating to any matter within the scope of the business of the company, or to confidential information or any other aspect of your employment;

(b) all keys and passes belonging to the company;

(c) all software and associated materials belonging to or licensed to the company; and

(d) all other property belonging to the company,

and you will provide the company with a letter certifying that all such items have been returned.

11 GENERAL PROVISIONS

11.1 Entire agreement

This letter constitutes the entire agreement between you and the company regarding the matters set out in it and supersedes any prior representations, understandings or arrangements between the parties, whether oral or in writing.

11.2 Variation

If your position, job location or remuneration package change during your employment, the other provisions of this agreement will continue to apply to your employment unless varied by mutual agreement in writing.

11.3 Severance

If any clause or any part of any clause in this agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the

offending part) is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) of this agreement, which will continue in full force and effect.

11.4 Governing law and jurisdiction

(a) The laws applicable in **Queensland** govern your employment and this agreement.

(b) The parties submit to the non-exclusive jurisdiction of the courts of **Queensland** and any courts competent to hear appeals from those courts.

12 DEFINITIONS

In this agreement:

client means any person who is or was a client of the company with whom in the course of the last 12 months of your employment you have dealings;

company means Awesome Landscapes;

company policies means the policies of the company relating to your employment;

confidential information includes information about the following matters that is confidential to the company:

(a) any client;

(b) the number, nature or mix of products or services provided by the company;

(c) any person who the company or you have approached or canvassed during the employment as a potential client, including their names, addresses, requirements and preferences concerning the products or services produced or that may reasonably be provided by or through the company;

(d) marketing or business plans or strategies;

(e) techniques, procedures or methods devised by the company or required to be used in the operation of its business, including the training of its personnel;

industrial laws means any applicable industrial award, enterprise agreement or industrial legislation;

inventions means all inventions, discoveries and novel designs;

restraint period means the following period commencing immediately after termination of your employment:

- (a) 12 months, or if that is unreasonable
- (b) 9 months, or if that is unreasonable
- (c) 6 months, or if that is unreasonable
- (d) 3 months.

restraint area means the following geographical region:

- (a) Australia.

supplier means any person who supplies services to the company with whom in the course of the last 12 months of your employment both the company and you have dealings;

works means all works and other subject matter in which copyright exists.

Date:.....

SIGNED for and on behalf of

Awesome Landscapes by

.....

Sam Ng

I acknowledge and declare that I have read and fully understand the terms and conditions contained in this agreement and accept that I will observe them fully during my employment:

.....

Signature of employee

.....

[insert employee name]

Date:.....

.....

Signature of witness

.....

[insert witness name]

Date:.....

3. List at least three (3) criteria to be used to assess the candidates for the landscaper position.

Guidance: Use the quality criteria from the Project Plan version 3.

- a. Liscencing to operate equipment
- b. Landscaping and construction qualifications
- c. Horticulture qualifications

4. Access and carefully go over the [Interview Notes](#) (Username: cstclearner Password: CstcPty@123) gathered from the interviews with the candidates.

Write a recommendation to Sam advising which candidates are most suitable and why. Your recommendation must be of 150 – 200 words in length.

Hi Sam,

Please see below my recommendation for which candidates are most suitable for the position on Landscaper.

I would recommend Alice and Karen as the two most suitable candidates for employment. This is due to their existing qualifications and experience in the landscaping and horticulture industry. In addition to this, both candidates live in Cascade Peak Town and will be able to begin work on January 7, with their own transporation to get to and from work. Furthermore, both candidates provided strong references in terms of teamwork and passion for industry, so they're likely to fit into the team well.

My next recommendation would be for Kamil. He would be the strongest candidate in terms of experience, but is not available until late April. I suggest we get in contact with him closer to April to see if he is still available to join the team.

Both Jack and Aaron are the weakest candidates in terms of qualifications, but if we need additional landscapers prior to April we will be able to provide them with training to complete the require qualifications for the role.

5. Review the Project Plan. List the deliveries Earthmoving Logistics need to make as part of their contract.

Guidance:

- a. List the deliveries in the correct order (earliest date(s) to latest date(s)).
- b. For each delivery, indicate the date(s) and the item(s) to be delivered on those dates.

Date	Deliveries
8 August	Landscaping equipment and glasshouse
9 August - 13 August	Road gravel
27 August - 3 Septemeber	Onsite vehicles
27 August - 3 Septemeber	Granite Boulders

6. Write a report outlining the training needs of the candidate as part of their induction into the project.

Your report must be of 200 – 300 words in length.

All candidates will require site and company inductions as part of the introductory stages of their employment. Although the candidate will likely hold a strong knowledge of local flora and fauna, the employee will be required to complete further training informing them of critical wildlife in the area. This is also the case for the candidate's qualifications in landscaping and horticulture to ensure they are qualified to complete the works within an environmentally sensitive area.

If the candidate does not hold the applicable tickets for operation of machinery or landscaping, they will need to complete training to do so. This may be in the form of construction or heavy machinery operation tickets. As the scope of works includes many construction works, the candidate will need to be qualified in areas such as erosion and sediment control, building and construction standards, and road construction.

In addition, the Landscaper will be required to hold a national park landscaper permit. If they do not currently hold this, they can complete a short course held by the Cascade Peak Council.

If the candidate does not posses qualifiactions in either of these fields, the company will be required to provide the required training at the company's cost. This reinforces the importance of hiring candidates with current qualifications to avoid training costs for employees.

7. List four (4) performance measures to be used in assessing the successful candidate's performance.

Guidance: Refer to Appendix 9 Quality Analysis Tool of Project Plan version 3.

- a. Quality of weed removal and disposal
- b. Degree of erosion
- c. Quality of glasshouse construction
- d. Quality of irrigation system

8. List five (5) responsibilities as part of the site supervisor's role.

- a. Ensure good arrive in good condition
- b. Ensure weeds are disposed of as per procedure
- c. Ensure soil removal and storage procedure is followed
- d. Monitor and manage erosion
- e. Ensure roads are maintained

9. Now that you have selected your replacement landscapers, write a short recommendation to the director of Awesome Landscapes regarding which landscaper will be allocated to each task.

Do not exceed fifty (50) words.

Guidance: Landscapers, Dave Furphy and John Zhuche have left the project and the successful candidates will be replacing them.

Dear Kim Nguyen,

In reference to the replacement of two Landscapers on the Cascade Peak development, I would recommend Karen Pearce and Alice Mundy. I would recommend Karen expand her heavy machinery liscenses to replace John's consgtruction responsibilities. Alice is experienced in horticulture and Landscaping, and as such can replace Dave with minimal training.

10. Consider how you will communicate the updated resource allocation.
- List three (3) documentation in the Project Plan that needs to be updated?
Guidance: Consider the documentation you have already updated, and all other templates that required changes to employee landscaper names.
 - To whom does this information need to be communicated to?
 - How will this information be communicated to each stakeholder?

a.	Project Plan Project Charter Project Gantt Chart
b.	Terrance Mackay, Stephen Lyons, Kim Nguyen
c.	A formal variation request will be provided to Terrance, Stephen and Kim for review

11. The Project Plan has been updated showing all the work J.P. Digging (the previous contractor) has completed. They have contacted Sam to advise they have not been paid their last progress payment, nor have they been paid for the additional work completed before Massive Eco-development went insolvent.

Examine the work done to date as per the project plan and provide a short recommendation regarding how much should be paid to J.P. Digging.

All works completed prior to the insolvency of Massive Eco-development should be paid. In this case, the payments up to the 7th of December should be paid by Awesome Landscapes. However, all previous progress payments made by Massive Eco should be checked to confirm that J.P Digging's claim is valid.

12. Which of the following are additional finalisation activities that need to take place to close the contract with J.P. Digging?

Select all that apply.

☐	a. Contract variation
☐	b. Post implementation review
☒	c. Audit
☒	d. Archiving of contract
☐	e. Project closure report

13. Document the lessons learnt regarding the loose ends left by the old contractor. Complete the Lessons Learnt template below.

Guidance: The date must be in the range of mid to late December.

Project Name: Cascade Peaks Development						
Prepared by: Jay Pery						
Date: 18/12/2016						
Lesson Learned Number: 1						
Lesson Learned Proposed Name: Lessons Learnt - Massive Eco development previous contractor						
Project Team Role: Project Manager						
Process	☐ Initiating	☐ Planni	☒ Executing	☐ Controlli	☐ Closing	
Specific Project Management Process Being Used:						
Specific Practice, Tool or Technique Being Used:						
What was the action undertaken? Previous lead contractor Massive Eco-development is now insolvent. The project then lost their sponsor.						

What was the result? Without a sponsor, delays occurred in the project. This was mainly due to the push back of construction processes.								
What might have been a more preferred result? It is evident that Massive-Eco development either did not know that they were going insolvent, or did not give prior warning to the rest of the project team. If Massive-Eco development were open about their financial situation, a new sponsor could be found ahead of time and the project would not face delays								
What might have created the more preferred result? Honesty and better judgement from Massive-Eco development would have facilitated a situation where the team could be prepared for a change in sponsor								
What is the specific Lesson Learned? Awesome Landscapes should have insight into the financial stability of the project sponsor to give foresight into financial collapse								
How could one identify a similar situation in the future? Create a contractual obligation for the sponsor to supply financial records for their projects								
What behaviour is recommended for the future? Improving communication between the sponsor and the contractors. Contingency plans for labour hire and procurement should be implemented								
Where and how can this knowledge be used later in this current project? Ensuring labour hire is procured on the basis that the employees can begin work straight away								
Where and how can this knowledge be used in a future project? Take the lessons learnt in terms of financial obligations and labour hire and implement them in future projects								
Who should be informed about this Lesson Learned: (check all that apply)								
	☐	Executive(s)	☐	Project Manager(s)	☐	Project Team(s)	☒	All
	☐	Other: New contractor						
How should this Lesson Learned be disseminated? (check all that apply)								
	☒	E-mail	☒	Intranet/Web site	☐	Tip Sheet/FAQ		
	☐	Library	☐	Others:				

14. Sam has asked you to write the tender proposal for the new contractor. Complete the template below which will be used to advertise for a new contractor.

Guidance:

- a. The requirements of the contractor will be covered in the Project Plan.
- b. The contractor is expected to be a replacement for the existing contractor with no changes to scope.
- c. The tender proposal will be used to gather relevant information as well from potential contractors.

Request for Tender
Introduction to Awesome Landscapes: Awesome Landscapes is the Premier landscaping organisation in the Cascade Peak area, with having completed the landscaping work for most large projects in the area in recent years.
Tasks to be performed (You must list five (5)) a. Construction b. Landscaping in protected areas c. Erosion control d. Earth moving e. Weed removal
Selection criteria (you must list three (3)) The contractor must: a. Hold the qualifications required for machinery operation and landscpaing b. Have employees ready to begin works on 7/1/2017 c. Have exeperience with similar works
Budget: This is a fixed cost project at \$37,200.
Please send your completed tender application to Awesome Landscapes by e-mailing Sam Ng, sam.n@awesomelandscapes.com.au.

15. Develop a Procurement Management Plan to ensure clarity and understanding between stakeholders and achievement of project objectives. Complete the Procurement Management Plan template below.

Guidance:

- You will find much of this information in the communication and procurement plans of the Project Plan.
- Evaluate these plans and recommend improvements to ensure clarity and understanding between stakeholders and the achievement of the project objectives.

Procurement Management Plan			
Project Name	Cascade Peak Chalets Landscaping Project		
Prepared by	Jay Pery		
Date	20/6/2016		
Identify types of contracts being used:	N/A		
Independent estimates required?	Yes	☒	No ☐
	If yes, who will prepare?		Contractors
	By when?		2 months prior to works
Actions that Project Management Team can take independent of Procurement Department: Prepare estimates for procurement and labour. The Project Management Team can also give recommendations based of pricing and negotiations			
Source of standardized procurement documents, if needed: Statements of work, procurement management planning checklist, work authorisation form as per the project plan			
How will multiple providers be managed? Providers will be chosen based on the quality and pricing of their quotes			
How will you coordinate Procurement with the following aspects of the project?			
Scheduling	Review procurement requirements and order materials 6 weeks prior to works. Have deliveries staggered to reduce laydown space		
Performance reporting	Track quality and delivery time of materials. Keep a delivery register with any issues listed		
Human Resources	Project management team to keep a log of labour quality and outcomes. Keep a labour register with any issues listed		
Other(s)			

16. You have received these [Responses](#) (Username: cstclearner Password: CstcPty@123) from three (3) potential contractors.

All three (3) have filled in the tender application form. This includes addressing the selection criteria, highlighting the qualifications and capabilities of their staff, highlighting their available timeframes, and conflict of interest declarations.

One of the responses includes a declaration of a conflict of interest. Sam has advised he will need to seek senior management approval to deem whether the contractor will be allowed to work in the project.

He has asked you to develop a plan outlining how the conflict of interest can be managed. In this light, write your recommended management plan to deal with this conflict of interest.

Your plan must be of 150 – 200 words in length.

The following plan has been formulated to ensure conflicts of interest do not have an effect on the works completed on the Cascade Peaks development project. As such, any contractor with a conflict of interest in the project should complete a conflict of interest declaration, thereby releasing all relevant information in regards to the conflict prior to the award of the tender. Once complete Awesome Landscapes will complete a risk analysis to investigate where the conflict risk can be reduced or eliminated.

Awesome Landscapes will implement a tender review phase completed by an intermediary party, to ensure that any conflict of interest does not inherently benefit the tender award to any particular contractor. In this case, the initial tender award should be based solely on merit of the contractor, and their ability to complete the works as advertised.

17. From the three (3) suppliers who have responded to the tender proposal in Case Study Question 16, select a preferred contractor.

Write a recommendation indicating your preferred contractor and explain your reasoning for selecting this contractor.

Your recommendation must be of 100 – 200 words in length.

Guidance:

In selecting a preferred contractor, take into consideration whether the contractor's fit the set criteria. You must also consider the work health and safety (WHS) requirements of the project.

In regards to selecting a contractor for the construction works to begin on 7/1/2016, my recommendation is to employ the services of Godig Contracting. Although Godig is the youngest company, their team has previously completed works within Cascade Peak, have all relevant equipment and qualifications, have a strong recommendation from council, and have readily available staff to begin work on January 7th, 2016.

ADF Contracting will not be available until February 12th, 2016, which would require the start date of Awesome Landscapes works to be delayed. Earthworks Unlimited are located 250km away and will require workers to stay in hotels, which will be added on top of the project cost. As such, it is recommended that ADF and Earthworks do not be awarded the tender.

18. You have been provided with the following contract template. The original contract with J.P. Digging was not very good and upon seeking legal advice, Sam has asked you to create a new contract for the new contractor from scratch.

The aim of this exercise is twofold:

- a. To have a standard contract template for all future projects.
- b. To have a watertight contract for the new supplier.

Populate the fields containing the preamble and the schedules of the contract.

All dates must be in 20xx, where 20xx is the current year.

CONTRACTOR AGREEMENT

7/11/2016

GoDig Contracting

Dear **Michael Classon**

Contractor Agreement

This letter sets out the terms of the agreement between **7/1/2017** and **12/4/2017**

In this letter, words in **bold type** (other than headings) have the meaning described in section 11 at the end of the letter.

1 PERIOD OF ENGAGEMENT

1.1 Term

The **contractor** will supply the **services** to the **company** from **7/1/2017** to **12/4/2017** unless the engagement of the contractor to provide the services is terminated earlier in accordance with this **agreement**.

1.2 Termination by the company

Subject to paragraphs 1.4 and 9.1, the company may terminate the contractor's engagement by giving the contractor one month's written notice of its intention to do so. The company may require the contractor not to perform the services during that notice period.

1.3 Termination by the contractor

Subject to paragraph 1.4 if the contractor wishes to terminate its engagement, it must give one month's written notice to the company. The company may require the contractor not to perform the services during the notice period.

1.4 Payment in lieu

If either the contractor or the company gives notice of termination, the company may terminate the contractor's engagement by making payment in lieu of that part or all of the notice period during which the contractor is not engaged.

2 BASIS OF ENGAGEMENT

2.1 Other contractors and employees

In addition to the consultant, the contractor may engage such other persons as required, whether as employees, contractors or otherwise, to perform the services provided each of those persons is suitably qualified and capable of performing the work the contractor directs or engages them to perform.

2.2 Consultant's equipment

The contractor will provide the consultant with the requisite equipment to provide the services at the contractor's expense (unless a prior arrangement is made in writing with the company).

3 FEE

3.1 Amount

Subject to paragraph 3.3, the company will pay the contractor a **fee** of **\$73,000** for providing the services.

3.2 Payment

The company agrees to pay the fee by instalments monthly in advance subject to:

- (a) the contractor performing the services satisfactorily; and
- (b) receipt of a tax invoice from the contractor for the relevant period.

3.3 Early termination

If either the company or the contractor gives notice of termination under paragraphs 1.2 or 1.3, the company is only liable to pay a prorated amount

of the fee proportionate to the period the agreement is on foot.

4 GOODS AND SERVICES TAX

4.1 Calculating GST

Consideration payable by the company to the contractor under this agreement:

- (a) stated as a figure, is stated exclusive of **GST**; or
- (b) described (by a formula or otherwise), is described and must be calculated without regard to GST.

4.2 Payment of GST

Where this agreement requires the company to pay consideration for a **supply** then, on presentation of a **tax invoice** by the contractor to the company, the company will simultaneously pay to the contractor:

- (a) the money payable under this agreement; and
- (b) the **GST amount**.

5 DUTIES AND OBLIGATIONS

Throughout the period of the contractor's engagement under this agreement, the contractor must:

- (a) faithfully carry out its responsibilities as specified in this agreement to the best of its ability;
- (b) observe all lawful requests made by any person authorised by the company; and
- (c) ensure that the policies of the company as notified to it are followed.

6 WARRANTIES AND INDEMNITY

6.1 Warranties

The contractor warrants that:

- (a) the contractor:
 - (i) is exclusively entitled to perform work in the course of providing the services under this agreement; and
 - (ii) is entitled to enter into this agreement and to grant the rights granted to the company under this agreement.

6.2 Indemnities

The contractor indemnifies the company against all actions, proceedings, suits, claims and demands made against it in connection with:

- (a) the provision of services under this agreement;
- (b) any breach of the contractor of any of the warranties made in paragraph 6.1; or
- (c) any of the warranties made in paragraph 6.1 not being complete, true or correct,

and against all liabilities, losses, damages, costs and expenses (including full legal expenses) suffered by the company as a consequence.

7 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership

The contractor acknowledges and agrees that the company owns:

- (a) all intellectual and industrial property rights in any **confidential information**, whether tangible or intangible and whether in documentary or computerised form and in any modifications and enhancements to that information;
- (b) any **inventions** or **works** absolutely and without further payment to the contractor.

7.2 Obligations

The contractor:

- (a) must immediately disclose to the company (and to no other person) all the details of any inventions or works;
- (b) irrevocably assigns to the company all of the contractor's present and future right, title and interest in all inventions and works;
- (c) consents to the works being changed, copied, edited, added to, taken from and/or adapted in any manner or context by the company and any person authorised by the company to do so, for any purpose whatsoever notwithstanding that such conduct may amount to derogatory treatment of the works within the meaning of the Copyright Act 1968;
- (d) must, both during and after the term of this agreement, do all such acts and things as the company may reasonably request to secure to the company ownership or registration rights in the inventions

and the works, and the contractor grants to the company the right to use the contractor's name to obtain any protection of the inventions and works; and

- (e) must not, both during and after the term of this agreement, engage in any conduct which may damage the company's intellectual property rights.

7.3 Obligation

Subject to paragraph 7.4, the contractor must maintain in confidence all confidential information and ensure that the confidential information is kept confidential.

7.4 Exceptions to confidentiality

The contractor may reveal confidential information that:

- (a) it is required by law to disclose, in which case it must immediately notify the company of the requirement and must take lawful steps and permit the company to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the confidential information; or
- (b) is in or enters the public domain for reasons other than a breach of this agreement by the contractor.

7.5 Survival of obligation of confidentiality

The obligation under paragraph 7.3 will survive the termination of this agreement.

8 RESTRAINT

8.1 Obligation

In order to protect the company's goodwill and confidential information, the contractor will not during any **restraint period** in any **restraint area** by any means whatsoever directly or indirectly:

- (a) attempt in any manner to persuade a **client** to cease dealing with or to reduce the dealings which that client has customarily had or contemplated having with the company;
- (b) attempt in any manner to persuade any employee or contractor of the company with whose skills and abilities the consultant has become familiar in the course of the contractor's engagement under this agreement to cease providing services to the company and/or to provide services to the contractor or another person; or

- (c) use or attempt to use confidential information for any purpose other than for the purposes of the company or in any manner that may injure or cause loss to the company.

8.2 Operation of restraint

Each covenant contained in paragraph 8.1 resulting from each restraint period and each restraint area constitutes and is to be construed and will have effect as a separate, distinct, severable and independent provision from each other covenant (but cumulative in overall effect) and paragraph 10.2 will apply.

8.3 Acknowledgment

The contractor acknowledges and agrees that, without prejudice to any other remedy the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of paragraph 8.

9 TERMINATION WITHOUT NOTICE

9.1 Events of termination

If at any time during the contractor's engagement by the company the contract:

- (a) commits any act involving fraud, deceit or dishonesty (whether in relation to the company or otherwise);
- (b) becomes bankrupt or commits any act of bankruptcy;
- (c) is convicted of any criminal offence carrying a maximum penalty of not less than 12 months' imprisonment;
- (d) dies;
- (e) persistently neglects the affairs or business of the company;
- (f) refuses or fails to comply with any lawful request, made by any person authorised by the company;
- (g) engages in misconduct; or
- (h) is unable to properly perform the essential elements of the Services whether as a result of illness, accident or otherwise;

then the company will have the right to terminate this agreement immediately, without prejudice to any other claim, right or remedy which the company may have against the contractor.

9.2 Deliver up

Immediately upon the termination of this agreement the contractor must deliver to the company:

- (a) all documents and other things which relate to the business or affairs of the company or otherwise recording confidential information; and
- (b) all things belonging to the company or in respect of which the company has rights of ownership, including computer equipment, mobile phones and other communication equipment, keys, security cards, cab charge cards and vouchers.

10 GENERAL

10.1 Entire agreement

This letter constitutes the entire agreement between the contractor and the company regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the company and the contractor, whether orally or in writing.

10.2 Severance

If any paragraph or any part of any paragraph in this letter is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the paragraph (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining paragraphs (or parts of those paragraphs), which will continue in full force and effect.

10.3 Waiver

If the contractor or the company delay in exercising any right under this agreement, that does not constitute a waiver of that right, nor will any waiver (either wholly or in part) of any particular right operate as a waiver of the same or any other right.

10.4 Governing law and jurisdiction

- (a) The laws applicable in [insert applicable jurisdiction] govern this agreement.
- (b) The contractor and the company submit to the non-exclusive jurisdiction of the courts of [insert applicable jurisdiction] and any courts competent to hear appeals from those courts.

10.5 Set off

If the contractor owes money to the company or owes more than it is entitled to be paid by the company, the company may withhold the amount of the debt or overpayment from any amounts otherwise payable to the contractor.

10.6 Status, tax and insurance

The contractor:

- (a) will at all times supply the services to the company under this agreement in the capacity of an independent contractor, and not as an employee or agent of the company;
- (b) will be responsible for payment of any income tax payable on any monies paid to the contractor or to any person engaged by the contractor to perform the services under this agreement and indemnifies the company against any liability for deduction of such tax;
- (c) acknowledges that the company is not required to make any contributions to any superannuation fund in respect of the contractor providing the services under this agreement;
- (d) must maintain public liability insurance with a reputable insurer for an amount not less than \$20,000,000.

10.7 Assignment

The company may assign its rights and benefits under this agreement to any other person without the consent of the contractor, but must continue to comply with its obligations to the contractor under this agreement or cause the assignee to agree to perform those obligations.

11 DEFINITIONS

In this agreement:

client means, for the purpose of paragraph 8, any person who is or was a client of the company with whom, during the contractor's engagement, the contractor has or had dealings;

company means Awesome Landscapes;

a company policy means the policies of the company relating to performance of work;

confidential information includes, but is not limited to, all trade secrets, know-how and any other information confidential to the company that is disclosed to the contractor or acquired by the contractor during the course of the contractor's engagement under this agreement, which relates

to the business affairs, clients or property of the company that are generally not available to the public or are not generally known in the industry in which the company operates, including (without limitation):

- (a) any information, record, specification, formula, patent, device, invention, method, technique or process that is owned by the company;
- (b) any methodology or system that the company has developed for its business;
- (c) any other information of the company relating to its services and products (offered or to be offered), research, development, marketing, pricing, clients and prospective clients, business methods, strategies, financial conditions, personnel, plans, policies or prospects;
- (d) any information relating to technical knowledge that the company may possess relating to projects and tenders undertaken by the company, including its strategies and pricing considerations;
- (e) any information relating to the business affairs of the company; and
- (f) any confidential information of any client of the company or third party obtained by the company on a confidential basis;

consideration means any amount of consideration, compensation, damages, indemnity, reimbursement, costs or other sum payable or to be provided under any provision of this agreement;

contractor means Godig Contracting - ABN 234 567 567

fee means the fee payable under paragraph 3.1;

GST means any form of goods and services, value added, consumption, purchase, retail of similar tax calculated by reference to the price or value of a supply;

GST amount means the amount of money payable by the company under this Agreement multiplied by the rate from time to time at which GST law imposes or levies GST on a supply;

GST law means any law which imposes, levies, implements or varies a GST;

industrial laws means any applicable industrial award, enterprise agreement or industrial legislation;

input tax credit has the meaning given to it under GST law;

inventions means all inventions, discoveries and novel designs created in the course of the contractor's engagement under this agreement;

restraint period means each of the following periods commencing upon the commencement of the contractor's engagement and ending upon the expiry of each of the following periods after termination of the agreement:

(a) 3 months; and

(b) 6 months;

restraint area means:

(a) Australia; and

(b) [Student's own state/territory];

services means the services described in the Annexure;

supply means anything supplied, provided or performed for the purposes of this agreement which is taxable under GST law;

tax invoice means a tax invoice in the form and containing the information required under GST law for the purposes of collecting GST and obtaining an input tax credit; and

works means all works and other subject matter in which copyright exists which are created in the course of the contractor's engagement under this agreement.

Would you please signify the agreement of the contractor to the terms of this agreement as set out in this letter by signing and dating both copies and returning them to me.

Yours sincerely,

Kim Nguyen, Director

For and on behalf of the company

Awesome Landscapes

.....

Signature of contractor

.....

Michael Classon

.....

Date

SCHEDULES

THE SERVICES

Services means for the purposes of the agreement the performance of work during the term of this agreement in the course of the company carrying on its business, commensurate with the contractor's knowledge and experience, to assist in the delivery of the following services to the company and the clients of the company:-

- (a) provide advice to the clients of the company;
- (b) develop and manage, on behalf of the company, relationships with relevant clients of the company, contractors, workers and suppliers in a manner consistent with the objectives of the business;
- (c) attend on the premises of the company and its clients at such time as is necessary to deliver the services;
- (d) use best endeavors to meet the timetables and/or schedules of the company and its clients;
- (e) provide the company with reports (written and oral) regarding the provision of the services as may be reasonably required by the company;
- (f) use best efforts to further the company's business; and
- (g) all other lawful activities required by the company.

The specific services to be provided include:

Excavation, sediment control, erosion management, landscaping, road construction, weed removal, works in protected areas, operation of heavy machinery

19. Sam likes the contract but would like to send it to his lawyer before getting it signed off. Why do you think he wants to do that?

To ensure that the contract is legally binding as per the works and conditions that the team is trying to achieve. As the project has already gone through legal turmoil Sam will likely be extra cautious with any legal processes in the future.

20. The new contractor has advised one of his employees is actually an independent subcontractor. What course of action do you suggest?

Have the independent subcontractor sign onto a legally binding contract with the new contractor. The independent subcontractor will also be required to follow all safety procedures implemented by the contractor such as following SWMS and completing inductions.

21. Sam has approached you to get your advice regarding getting the project back on track and minimise further impact of the issues identified to the project.

List five (5) actions that must be done to minimise the impact of the issues.

- a. Ensure all employees are available to start on January 7th
- b. Complete inductions with new employees
- c. Audit the qualifications and tickets of new employees
- d. Release any lessons learnt to the team outlining the previous issues and solutions the project has gone through
- e. Emphasise communication between team members and the project management team on the progress of the project in the future

22. You have visited Sam and you noticed morale in the office seems to be very low at the moment.

He has asked you to provide him with an independent solution to the problem.

- a. Describe the causes of the poor morale.
- b. Provide advice to Sam regarding potential solutions to raise morale.
- c. How should the conflict be resolved?

- a. The previous contractor has gone insolvent causing uncertainty and delays on works

- b. Hold an informal get together such as an on-site breakfast or barbeque to facilitate communication between employees and the project team. This would be a good opportunity to talk about previous issues on the project

- c. Emphasise that communication between the team is key, and that the communication of issues will not be met with hostility.

23. Sam has mentioned to you that Andrew (the site manager) is having performance issues. Particularly, he has been having issues with his computer literacy, sending e-mail and using the Internet.

Sam is sending Andrew to Melbourne for some professional development at a landscape horticulture conference in three weeks' time, but he has asked you research a one- to two-day course that the site manager can attend to update his computer skills.

Research the computing courses available in Melbourne (preferably in or near the Central Business District) that he can attend.

- a. Provide a specific link to the site page containing all the details of the one- to two- day computer course(s); and
- b. Attach a screenshot of the site page containing all the details of the one- to two- day computer course(s)

Link to site page	https://trst.com.au/computer-courses/beginners-computer-course-1-day/ Due to the current travel restrictions in place by COVID 19, I would suggest completing an online training course rather than have the manager travel to complete an online course.
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Screenshot of the site page

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WORKBOOK CHECKLIST

When you have completed this workbook, please ensure you have completed all parts of it:

- ☒ **Written Questions**
 - ☒ **Part 1 – Manage Project Human Resources**
 - ☒ **Part 2 – Manage Project Procurement**
 - ☒ **Part 3 – Manage Project Stakeholder Engagement**
 - ☒ **Part 4 – Lead and Manage Team Effectiveness**
- ☒ **Case Study**

IMPORTANT REMINDER

Students must achieve a satisfactory result to ALL assessment tasks to be awarded COMPETENT for the unit relevant to this subject.

To award the student competent in the units relevant to this subject, the student must successfully complete all the requirements listed above according to the prescribed benchmarks.

End of Document