

BSBPMG519 MANAGE PROJECT STAKEHOLDER ENGAGEMENT

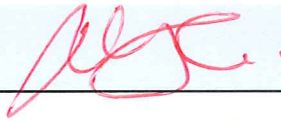
PRACTICAL ASSESSMENT INSTRUCTIONS

- The following practical assessment will require the participant to complete work related activities.
- Observations will be conducted of the participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below, providing your name, signature and date of assessment.
 - Your signature acknowledges that the assessor provided clear instructions and the participant understood what was required to complete this assessment.
- The assessor may substitute a Practical Task with another task of equal value.
 - Alternate tasks must be fully documented by the assessor.

Participant name

MARK SZYMEL

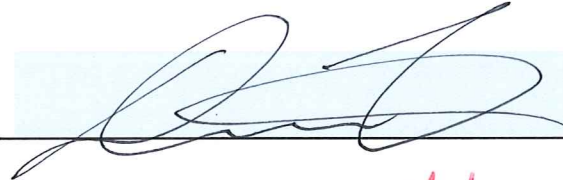
Participant signature



Assessor name

DAMIEN FRENCH

Assessor signature



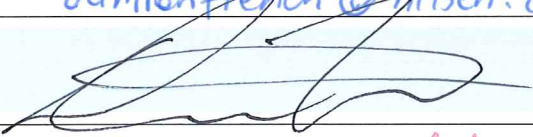
Date

Click here to enter a date.

13/1/22

Number of tasks	Number of tasks completed	Satisfactory?	
		Yes	No
1		☐	☐

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Practical Task 1	
Description of task: A suitable observer is to verify the participant's ability to manage stakeholder relationships. These tasks may be simulated or real. The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. The observer is to provide detailed comments on the tasks completed by the participant. The assessor is to verify the observer's comments in the Assessor Comments section, and provide the Practical Assessment outcome on the front cover of this document.	
Resources required: Project documentation.	
Assessment of task	
Name of participant:	MARK SUTYBEL
Name of observer:	DAMIEN FRENCH
Role of observer (Confirm suitability to sign)	SENIOR PROJECT MANAGER
Email address of observer	damienfrench@milsen.com.au
Signature of observer:	
Date:	Click here to enter a date. 15/1/22
When completing the task, did the participant:	Tick if satisfactorily completed. Provide comments if left unticked.
1 Identify and address stakeholder interests	
1.1A. Identify stakeholders relevant to project objectives.	☒
1.1B. Segment stakeholder interests and determine forms of engagement	☒
1.1C. Consider interests of stakeholders when considering and advising on project management issues.	☒
1.1D. Identify and implement actions to address differing interests where required.	☒
2 Manage effective stakeholder engagement	
1.2A. Support development of team members' interpersonal skills in effective stakeholder engagement.	☒
1.2B. Distribute team work effectively to ensure defined project roles are followed.	☒
1.2C. Identify and clarify stakeholder behavioural expectations, where required.	☒
1.2D. Openly lead stakeholder performance reviews.	☒
1.2E. Identify and address individual development needs and opportunities to support stakeholder engagement.	☒

3 Manage stakeholder communications	
1.3A. Determine and document stakeholder communication needs.	☒
1.3B. Ensure relevant stakeholders agree to communication method, content and timing of engagement.	☒
1.3C. Communicate information as planned and in line with authority levels, identifying and addressing variances.	☒
The participant's performance was: ☒ Satisfactory ☐ Not Satisfactory	

OBSERVER COMMENTS

SEE ASSESSOR COMMENTS

EXAMPLES ATTACHED IN CONFIDENCE

ASSESSOR COMMENTS

1.1A }
1.1B } WAS ACTIVELY INVOLVED IN CONTRACT ENGAGEMENT
1.1C }
1.1D }

1.2A TEAM WAS SELECTED TO SUIT BUILDER REQUIREMENTS

1.2B CO-ORDINATES AND DISTRIBUTES INFORMATION TO
SITE TEAM VIA FOREMAN

1.2C DISTRIBUTES INFORMATION REGARDING BUILDER'S RULES

1.2D HOLDS WEEKLY SUBCONTRACTOR PROGRESS MEETINGS

1.2E ARRANGED TRAINING OF STAFF TO ASSIST BUILDER

1.3A VIA ALONEX

1.3B ASSISTED IN CONTRACT DEVELOPMENT

1.3C VIA ALONEX



DESIGN & CONSTRUCT SUBCONTRACT

PROJECT: G&E Fit Out Part C - Podium Gaming

SITE LOCATION: Queen's Wharf Development, George St, Brisbane

PROJECT NO: 400352

SUBCONTRACT NO: 03525103

SUBCONTRACTOR: Nilsen (QLD) Pty. Ltd.

WORKS: Communications, Data, WAP & DAS

- (c) the *Project Special Conditions* incorporate additional deletions, additions and amendments to those in the *Subcontract Conditions* and Annexure Part B and need to be read in conjunction with the *Subcontract Conditions*

3.3 Without limiting any part of the *Subcontract Conditions*, the order of precedence listed in the table below applies if there is any ambiguity, conflict, discrepancy or inconsistency between the documents comprising the *Subcontract* or between different parts of any one such document.

Document Description	Where Found
<i>Formal Instrument of Agreement</i>	This document
<i>Project Special Conditions</i>	Annexure Part O to the <i>Subcontract Conditions</i>
Australian Standard AS4903 - 2000 – Subcontract Conditions for design and construct as amended including Annexures A, B, C, E, F, G, H, I, J, M, N and P	Attached to this document
Project Brief – Room Data Sheets	Annexure Part D
ICG - Part C – Principal's Project Requirements	Annexure Part D
<i>Main Contractor's project requirements</i> (including the [#scope of subcontract work, drawings and technical specifications, and Services and Facilities Responsibility Matrix])	Annexure Part D to the <i>Subcontract Conditions</i>
Other <i>Subcontract</i> documents	Annexure Part K to the <i>Subcontract Conditions</i>
<i>HSE Requirements for Subcontractors</i>	Annexure Part L to the <i>Subcontract Conditions</i>
All other Annexures to the <i>Subcontract</i>	All other Annexures to the <i>Subcontract Conditions</i>
Subcontract Deed – The Subcontractor must enter into this Deed in favour of the Principal.	Annexure Part Q

4. Schedule of Rates

The *schedule of rates* is included in the *Subcontract* for the purpose of:

- [calculation of the *Subcontract sum*; and]
- pricing *variations* in accordance with clause 36.]

IF

FORMAL INSTRUMENT OF AGREEMENT

THIS AGREEMENT is made on the07..... day ofOctober 2021.....

BETWEEN

- [BUILT QLD PTY LTD (ACN 108 064 099)] of Lobby 1, Level 2, 76 Skyring Terrace, Newstead, Qld, 4006 (*Main Contractor or Built*)

AND

- [Nilsen (QLD) Pty Ltd] ACN [115 075 048] of [1/33, Miller Street, Murarrie, QLD, 4172] QBCC Reg. No. [N/A] (*Subcontractor*)

BACKGROUND

- The *Main Contractor* wishes to engage the *Subcontractor* to design and construct the *Subcontract Works* in accordance with the requirements of the *Subcontract*.
- The *Main Contractor* and the *Subcontractor* agree that the *Subcontractor* must design and construct the *Subcontract Works* for the *Main Contractor* on the terms of this *Subcontract*.

OPERATIVE PROVISIONS

1. Definitions

In this *Formal Instrument of Agreement*, unless stated otherwise, defined terms have the same meaning as in the *Subcontract Conditions*.

2. Performance

- The *Subcontractor* must design and construct the *Subcontract Works* in accordance with the *Subcontract*.
- The *Main Contractor* must pay the *Subcontractor* the *Subcontract sum* at the times and in the manner provided for in the *Subcontract*.
- The *Subcontract sum* is:
 - Lump Sum: the lump sum of \$(DELETED)

The *Subcontract sum* is exclusive of GST and is subject to adjustment in accordance with the terms of the *Subcontract*.

- Each of the parties must perform the obligations imposed on it by the *Subcontract*.

3. Subcontract Documents

- The *Subcontract* comprises the documents identified in the table below.
- The parties agree and acknowledge that:
 - the *Subcontract Conditions* are amended as set out in Annexure Part B and the *Project Special Conditions* in Annexure Part O thereto;
 - a copy of the *Subcontract Conditions* marked-up to identify deletions, additions and amendments made as set out in Annexure Part B, has been made available to them prior to execution of the *date of the Subcontract*; and



CONTRACT REVIEW TEMPLATE

1 OF 4 PAGES ONLY

CONFIDENTIAL



Nilsen Contract Review Template

Project Name / Description:	
Builder / Client:	
Estimated Contract Value:	
Review Date:	

Provision subject	Key risk considerations	Compliance	Comments on compliance / analysis of non-compliance
Section 1 - Scope (Divisional Manager)			
1.1 Contract documents	Detailed review required to ensure that all tender and clarification documents are included as contract documents. Review should ensure that drawings relevant to other trades (often provided for co-ordination purposes) are not included as contract documents under Nilsen's contract – this may oblige Nilsen to carry out works contained therein.		
1.2 Order of precedence	Review should ensure that relevant Nilsen's terms and conditions of tender override anything contained in a letter of award, purchase order, unsigned contract etc.		
1.3 Post tender review checklist	No post tender review checklist should be signed without a detailed review. Specifically, only [Commercial Managers] have authority to nominate Nilsen representatives in such checklists.		
Section 2 - Financial (Commercial manager and divisional manager)			
2.1 Security	Security should be capped at 5% of the contract sum (i.e. 2 x 2.5% bank guarantees). Mining, industrial, switchboard and major government projects may require higher security – this will require Nilsen director approval. In any event, bank guarantees over [5%] will require the approval of [a director]. Contract provisions should state that securities are given for the purpose of providing security for Nilsen's performance under the contract. Nilsen should attempt to insert provision requiring client to give [5] business days' notice before having recourse to security. Cash retention provisions to be reviewed to assess: - whether cash to be held on trust for Nilsen in separate account; and - the entitlement to interest accrued. The contract should only entitle the client to have recourse to security where there is an amount "due and payable" under the contract (cf. where the client "claims" an entitlement to payment under the contract or otherwise for contention claims for amounts which "may become due"). Nilsen should not agree to "top-up" provisions where client has recourse to security and should not agree to provisions requiring security to be "maintained" (i.e. in addition to being provided). Nilsen should not agree to provisions allowing novation or assignment of security to another party (i.e. head contract principal). Provisions requiring security to be "topped up" for scope growth and variations are to be resisted. Where Nilsen is required to provide additional security in these circumstances the amounts should be clearly outlined (i.e. where cost of variations exceeds \$1m or 50% of the contract value, whichever is the greater, Nilsen will provide additional security at 2.5% of the total cost of the variations). Confirm cost of bank guarantee as part of commercial review.		
2.1 Release of security (Divisional manager)	50% of security should be released upon PC and the other 50% at the end of the defects liability period. In both cases, security should be released within [7] days of relevant milestone. (Note: QBSA for Queensland projects – prescribes terms for release of security (s67L)) Consider commercial implications where there are onerous preconditions for the release of security. See 12 below.		
2.2 Credit check (Commercial manager)	Conduct credit check and indicate if results are positive / acceptable / negative as part of commercial review. Credit check could involve review of ASIC financials or Dunn & Bradstreet credit report.		
2.3 GST	Commercial review should note if price is GST inclusive or exclusive – if price is GST exclusive add GST to contract sum for commercial reporting purposes.		
Section 3 - Insurance (Commercial manager)			
3.1 Generally	Nilsen may list larger clients as interested parties on insurance policies. However, Nilsen should not take out insurance in the joint name of the client. Nilsen should provide certificates of currency not copies of insurance policies to client when requested. Commercial review should consider whether Nilsen is able to obtain / has insurances required by contract and whether the insurances are reasonable considering the size of the project (including motor vehicle insurances and plant and equipment insurances). Commercial review should also consider whether Nilsen is being required to insure beyond its actual works. Nilsen should not be required to obtain insurances for things other than the impact of its work on the client. Nilsen should not accept cross liability or subrogation clauses – in any event consultation with the insurance broker will be required before such provisions can be agreed to. Review provisions which allocate liability for deductible – Nilsen only to be responsible for deductible for Nilsen acts / omissions.		
3.2 Head contractor insurance	Nilsen should seek to have client / head contractor insurances in its joint name. In any event, Nilsen should be named as an interested party and should request and store certificates of currency.		
3.3 Public liability insurance	Nilsen should not agree to clauses which provide for the client to take out public liability insurance but require Nilsen to cover deductible / excess. Total cover of Nilsen public liability policy should not exceed [\$20m] per claim and [\$20m] in the aggregate.		
3.4 Professional indemnity insurance	PI insurance is only required where Nilsen is performing design work. Total cover of PI should not exceed [\$10m].		
3.5 Workers compensation insurance	Nilsen should not cover the client's liability for Nilsen employees.		
3.6 Events	Nilsen should only be required to notify the client of events which will adversely affect or compromise insurance policies. i.e. avoid broad notice requirements relating to all insurance related matters.		
Section 4 - Liabilities & Indemnities (Commercial manager and divisional manager)			
4.1 Liability caps	Nilsen should also attempt to have the extent of its liability capped at [\$20m or the contract value, whichever is the lesser. Generally, clients will only accept a minimum of \$20m but we should try for less]. Further, with respect to any exclusion to the monetary cap (eg. for personal		