



**SUCCESSION
TRAINING**

BSB51415 Diploma of Project Management



Human Resource Management

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ASSESSMENT WORKBOOK COVERSHEET

WORKBOOK:	Workbook 3
TITLE:	Human Resource Management
FIRST AND SURNAME:	Matt Taylor
PHONE:	0415390008
EMAIL:	matthew_alex_taylor@hotmail.com

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 : Matt Taylor

Signature: MT

Date:
20/4/20



WRITTEN QUESTIONS

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	It outlines and documents each project role , responsibility , required skill set , reporting relations and aiding with staffing management plan .
Acquire project team	It is the process of choosing staff / contractors suitable for each role required pending on a few constraints which may include <i>collective bargaining agreements, use of subcontractor personnel, matrix project environment, internal or external reporting relationships, or other various reasons.</i>
Develop project team	It is the process of creating an overall good team environment , which can help in motivating , leading and inspiring the team to do great at what they are set out to achieve

Manage project team	To over see each team members attributes , faults , issues and giving back relevant feedback / constructive criticism to enhance the team members performance
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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	Two contractors in disagree over who has precedence on site to get there work in first
Performance Monitoring	Performance review Project manager reviewing a contractors engagement on the job Looking at safety , time , QA ect

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.

- Reviewing work in progress - spot checking , reviewing final products of work
- Performance review - a checklist that outlines what is required for the skill set at task
- self monitoring - using a checklist , activity log book to track their progress

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
P	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.

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	Owner / funding source of the project.	for the project to be done on time on budget	pays for the project and takes ownership once project is complete
Project manager	Responsible for ensuring delivery of the project	Engages and manages the contractors and suppliers	gets the project done on time with in the scope and on budget
Project team member(s)	Responsible for delivery of tasks / support services.	engages with the project manager to deliver the tasks at hand	does the work associated with the project and tasks given
Contractors	Responsible for delivery of tasks / support services	engages with the project manager to deliver the tasks at hand	does the work associated with the project and tasks given
Suppliers	Provides goods and services to support the project	project manager to make sure supplies are met for each task	delivers / provides the equipment / stock needed
The end user	Benefits from the end product of the project.	takes ownership of the end product	provides warranties and itps

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	doesn't have knowledge of the project
Resistant	Knows of the project but does not support it
Neutral	know about the project but a sitting on the fence in regards to outcome and the project
Supportive	supports the project and outcome
Leading	promoting the project and its outcomes

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

- stakeholder analysis
- expert judgement
- interpersonal skills
- communication methods

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

- presentation
- missing or incomplete documents
- delay in document distribution
- public speaking

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.

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

Select all that apply.

X	a. Relationship: Try to engender trust with the stakeholders. Seek out networking opportunity.
X	b. Remember, they are human: Operate with an awareness of human feelings.
X	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.
X	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.
X	f. Understand what success is: Explore the value of the project to the stakeholder.
X	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.
X	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.
X	j. Plan it: Time investment and careful planning against it, has a significant payoff.

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	Being able to see what they are learning or being taught	using a highlighter when reading to go back over the important points that need to be noted
Kinaesthetic/Tactile	hands on learning	being able to use their hands to learn
Auditory	hearing the information out aloud	reading the information out aloud to help in remembering what they are learning about

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

Select all that apply.

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

Select all that apply.

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

- | |
|---|
| <ul style="list-style-type: none"> a. Coaching - helping set achievable targets / outlining how their role is important b. Mentoring - building on the skill set c. Team building - creating good moral / work environment |
|---|

CASE STUDY

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	full time landscaper
Job Location	cascade peak plus ongoing works
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 - project manager awesome landscapes
Description of the job role and purpose	landscaping cascade falls for construction of new resort on the lower slopes of cascade peaks
Selection criteria	minimum 2 years as a landscaper strong knowledge of local vegetation be physically fit attention to detail when working neat personal appearance and hygiene excavation and bobcat are extra credentials but not nessacery

EMPLOYMENT AGREEMENT

Dear [insert name of employee] N/A

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 Landscaper/labourer on a full-time basis, reporting to Sam Ng, starting on 7 January 20yy.

- **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

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 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.

- **5.1 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/carer's 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/carer's 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

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

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.

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**

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.

RESTRAINT 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

(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.

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.

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.

8.1 Acknowledgments

(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

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.

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 covered without affecting the enforceability, validity or

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

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

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 [insert name of employer];

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;

- (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

[Sam NG) by

.....

[matt taylor]

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:.....

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.

aaron barber and karren pearce need to get project inducted karren is new to the area therefor needs to complete a national park permit, as aaron has worked for council originally i would assume he already has this permit if he doesn't he will be required to undertake this training also . another recommendation would be to put aaron through a landscape apprenticeship after his probation this would give him the qualification to work in sensitive areas , with warren and aaron will benefit from getting extra plant and equipment tickets potentially to be done on any down time or wet weather days .

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.

the project came to a stand still on the 19 november jp digging would have completed digging phase 1 works and partial phase 2 works total required to be paid was \$42950 prior to any payments to being approved it must be confirmed that no payments to jp digging have been paid

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.

x	a. Contract variation
	b. Post implementation review
x	c. Audit
x	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
Prepared by:	matt taylor
Date:	12.8.16

Lesson Learned Number: 1245225644

Lesson Learned Proposed Name: Back fill process

Project Team Role: Backfilling of trenches to 100 map

Process Group:*	Initiating	Planning	x	Executing	Controlling	Closing
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Specific Project Management Process Being Used:

Specific Practice, Tool or Technique Being Used:

What was the action undertaken?

Process was explained with reasoning why this process needs to be followed, afterwards demonstrated

What was the result?

Satisfied soil compaction result

What might have been a more preferred result?

Not to have remove initial backfill material and reached required results

What might have created the more preferred result?

More experienced worker or better supervision/leadership

What is the specific Lesson Learned?

Backfill material must meet compaction requirements

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 Vegetation removal - b Cut and clear access roads - c Build retaining wall - d Trench excavation for utilities - e Excavate septic system

Actions that Project Management Team can take independent of Procurement Department: <i>All procure is completed by the project management team</i>	
Source of standardized procurement documents, if needed: <i>Contract and tender proposal document</i>	
How will multiple providers be managed? Andrew Lowe to manage contractor on site with incorporating project team members	
How will you coordinate Procurement with the following aspects of the project?	
Scheduling	site manager to provide job specific information in form of a meeting or daily tasks to project manager. Which will reflect works in which payment is required for.
Performance reporting	Information witnessed or observed by site manager and presented to project manager via verbal or email.
Human Resources	All team members are competent and licensed to use equipment or plant that is project specific.
Other(s)	All sub contractors to provide equipment test and maintenance documents relative to the project.

This conflict of interest does bring some concern, considering ADF have had their contact terminated on previous projects due to their style of work. Having this contractor onsite could jeopardise the works to be carried out by Awesome Landscapes. The contract termination leads to represent a lack of safety and/or quality of works that would be representing Awesome Landscapes.

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

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

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.

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:

- To have a standard contract template for all future projects.
- 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

1 january 2017

Godig Contracting ABN 234567567

Dear Michael Classon

Contractor Agreement

This letter sets out the terms of the agreement between 5.8.16 and

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 **GoDig Contracting** will supply the **excavation hire** to the **Awesome landscapes** from **[2.9.17]** to **[4.13.17]** 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.

- **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 \$37,200 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

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;

- **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

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;

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

- (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;

(b) [Student's own state/territory]; **Brisbane QLD**
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,

[insert name and title of authorised signatory on behalf of principal]

Sam NG

For and on behalf of the company

[insert name of employer]

...Awesome Landscapes.....

Signature of contractor

.....

[insert name of contractor]

...Michael Classon.....

Date

SCHEDULES THE SERVICES

- (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:

Phase 2 – Building Support

- Dig channels for incoming utilities.
 - Dig channels from utilities access points at road.
 - Dig channels into chalet sites from the high side opposite the retaining walls.
- Fill and compact channels for incoming utilities

Phase 3 – Planting and Landscaping

- Construct channels for stream through resort.
 - Dig channels closely following plan.
 - Ensure no erosion is likely around chalets.
- Install granite boulders in channels.
 - Install boulders to hold channels and allow water to cascade.
- Excavate main channel from stream.
 - Construct channel from start of proposed end of weir across to the top of each channel.
 - Concrete channel.
 - Build channel gates.
- Construct weir.
 - Excavate weir pond, moving any excess soil to designated storage area near car park.
 - Build concrete weir.
 - Build gate from weir.
 - Excavate diversion from main stream to weir.
 - No water may enter the channels yet.
- Construct drainage at bottom of channels.
 - Excavate drainage channel from bottom of resort channels back into main stream.
 - Create concrete channel.
- Testing and troubleshooting.
 - Open weir gate allowing water to flow into top channel.
 - Open each gate to allow optimum amount of water into resort streams.
 - Quality test each channel for water flow, leakage and erosion.
 - Troubleshoot and repair any issues.
- Expand car park.
 - Excavate soil in car park.
 - Create car park retaining wall.
 - Fill retaining wall with excess soil from excavations.
 - Move gravel to car park.
 - Remove gravel from temporary access roads, starting at the chalets and working back towards the road.

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 all information in the document represents Awesome Landscapes best interest and highlight project specific requirements. This ensures all obligation from both parties are met and understood in a legalised document. This avoids and discrepancy that may arise during the project.

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

The new excavation contractor would have to present all project specific document to their subcontractor. With in these documents highlight that he is purely a sub contractor to the excavation company and not to Awesome landscapes, Any payment made to this sub contractor would be done by the excavation company and not by Awesome landscapes. It is up to the excavation company to ensure all insurance are in place for the subcontractor and has the relative and current training, not at any cost to Awesome landscapes.

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.

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

- a. Team meeting to introduce new member
- b. monthly performance reviews on contractors
- c. encourage more meeting with the project steering committee
- d. ensure site documentation is completed in a prioritised fashion
- e. Review all previous contracts to develop new and concise contract format

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.

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

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

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

- a. The stress related to the short term foreclosure of the Cascade peaks project with the associated cancelation of contracts and the initiation of new contract with conflict of interest.

b. Regroup with the all associated team members highlight roles and tasks, whilst encouraging new relationships between employees and contractors.

c. The conflict of interest on the project can be solved by an introduction/bonding session meeting between existing and new team members and discuss the project and new program and handover date

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://pdtraining.com.au/courses/email-etiquette-training-course
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Screenshot of the site page



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

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