

The Minster College BSF OSP Risk Register

22/08/08

1 No Tender returned within Cost Parameters

Probability: **Extinguished**

Impact: **Extinguished**

Concerns:

Concern about whether a Tender will be received that is within the cost parameters.

Resolution:

One Tender returned within Budget. Now down to negotiations within the 2nd stage D+B period to negotiate an acceptable outcome with the Preferred Bidder based on how well the Tenderers design proposal meets the Brief.

2 No Tender meets brief

Probability: **Extinguished**

Impact: **Extinguished**

Concerns:

Concern about whether any Tender will be received that meets the brief and is acceptable in design terms.

Resolution:

It was always likely that Tenders would be received back which did not meet the brief in some regard or another. However, with a 2 stage D+B we can now negotiate an acceptable outcome with the preferred Tenderer based on how well the Tenderers design proposal meets the Brief and how well it sits within the budget. The Brief should also be accurate and achievable in the first instance.

3 Delay in Tender date

Probability: **Extinguished**

Impact: **Extinguished**

Concerns:

The Tender may not go out to the Tenderers as programmed and that this will delay the completion of the project.

Resolution:

The Tender went out on the 14th December 2007. This risk is now extinguished.

4 The new Minster not occupied by July 2010

Preferred Bidder

Probability: **Low**

Impact: **Medium.**

Concerns:

Concern about whether the current Project Programme will produce School opening date early July 2010.

Resolution:

The revised programme for the project currently shows that the new Minster College will be open at the start of the Summer Holidays 2010, (July 2010). This enables the existing school buildings to be demolished during the Summer holiday period when the site is empty. A delay beyond this date would mean that the next available period for demolition would be the Christmas holidays 2010 with all the associated contractual problems and additional costs, (contract, security and operational) involved. The successful Contractor has confirmed the July 2010 date is achievable. However, any delay in approvals from Cabinet could jeopardize this by delaying the Contract completion, the Start on Site and by, potentially, increasing costs. The current programme has sufficient leeway within the Construction period to accommodate some programme slippage, but not if there is a deferment in the political will to procure the School. [See also Risk Nr. 8.]

5 Minster Numbers remain at 700 with small 6th Form

Probability: **Medium.**

Impact: **Medium.**

Concerns:

Concern about whether having built a new Minster college for 900 pupils and a 120 6th Form numbers at the school continue as at present.

Resolution:

Having secured funding to a 900 pupils school with 120 place 6th form there is no financial risk to the project. The risk remains with the school and the Authority in that changing demographics or political decisions may lead to this situation and this will then result in higher revenue costs than would have been expected in having to maintain, service and run a School, which is too big for the numbers of pupils in it.

It may be, however, that spare capacity can be used by other groups or community organisations. We await the outcome of Schools review for the area.

6 Planning called in for Review (3 months delay)

Probability: **Low**

Impact: **Medium**

Concerns:

Concern about whether the Planning Permission could be called in for Judicial Review should objections be made to it.

Resolution:

This could happen if objectors within the consultation period cannot be satisfied. If an official objection is made there is a 3 month window for the scheme to be called in and it would remain the Authority's risk if building were to start prior to this period expiring. The Full Planning Application has now been made and has been registered as valid. Sport England have written to confirm that they will not be making an objection. Full consultation with all interested parties, however, has undoubtedly reduced the risk of this happening by keeping people informed and dealing with their objections early.

7 Asbestos level 3 survey results delay demolition of Minster

Probability: **Medium**

Impact: **Medium**

Concerns:

There is a risk that because the Level 3 Asbestos Survey cannot happen until the Minster has decanted into the new buildings that either the level of Asbestos found exceeds the Provisional sum allowed for it's removal or the scale of the problem delays the completion date of the project.

Resolution:

The Provisional Sum of £150,000 was allowed for this work within the Tender. The Level 3 Survey of the three storey teaching block revealed no reportable Asbestos present. This cannot be taken as an indicator for the rest of the Buildings but the £150,000 is still intact for this work

Any delay to the completion of the works will also have a financial effect but in terms of the DCSF timetable for completion the new School will already be open and should not cause a funding problem.

8 Unable to achieve acceptable agreement with selected contractor

Probability: **Low**

Impact: **Medium**

Concerns:

Risk that having chosen a preferred Contractor at the end of the first Tender period that no agreement can be reached during the second tender period on the contract detail.

Resolution:

This would result in time delay, however, and this risk can be minimised by having robust selection procedures and criteria in place at the end of the first Tender period. Liaison to date would indicate that this is no longer a risk to the Contract

9 Existing services insufficient capacity

Preferred Bidder

Probability: **Low**

Impact: **Medium**

Concerns:

Concern about whether the existing services on site are of sufficient capacity to allow the testing and commissioning of the new Minster College buildings whilst the existing buildings are still in use.

Resolution:

The Recommended Preferred Bidder has allowed for all necessary Service upgrades within their Tender.

10 ICT Passive and Active Works and FF&E procurement late or insufficient

Probability: **Medium**

Impact: **High**

Concerns:

Concern about the integration of ICT and FF+E into the building fabric. Suitability of ducts provided for ICT cables, positioning of sockets and outlets for furniture provided. Furniture being the wrong shape or size for the rooms allocated to certain specialist subjects, etc.

Also concern about the uncertainty of Herefordshire Council's IT Services involvement in the project and in what capacity.

The integration of these elements of the work is a concern in terms of who will undertake these works and who will be responsible for ensuring that they are sufficient and complaint and also how will these works relate to the main contract in terms of attendance, builders work in connection, (holes in walls, plinths, fixings, etc.) and storage etc.

Resolution:

The Successful Contractor has raised this point and are concerned about the co-ordination and integration of the ICT and FF+E within the building design.

Part of the risk has been reduced by instructing the Contractor to allow for Profit and attendance on these areas of work within their Contractors Proposals.

The ICT passive infrastructure is included within the main Contract work and the specification for this has been included within the Contract documents. In this case it is intended that IT Services will undertake a clerk of work/supervisor role to ensure

sufficiency of the specification and during construction the compliance of the works with the specification and with Herefordshire Council existing IT systems and networks

The FF+E work, (as agreed by the Project Board at their meeting of 16th May 2008), has been added back into the main contract as a Provisional Sum to allow suitable co-ordination with the design process to take place. This element of risk has now been passed to the Contractor who will establish the Schools requirements and procure the necessary furniture and equipment for the new School.

The ICT Active Hardware and Software works are intended to be carried out by IT Services under existing procurement contracts.

11 Health and Safety implications of building on existing school site

Probability: **Medium**

Impact: **High**

CONCERNS

Activities during the Construction process, deliveries, craneage, etc. create dangers on site for staff and pupils.

The School will require a safe passage to playing fields during the construction period.

Noise during the school day is also a potential problem especially during exam times.

Staff and student allergies etc.

RESOLUTION

The Authority Brief includes details on specific Health and Safety concerns identified prior to the Contract being let and any specific requirements as to safe routes and noise are included here.

Other matters are bound to raise themselves during the Construction period and these will need to be resolved in conjunction with the successful contractor in a "partnership" relationship and as part of the ongoing CDM requirements.

12 Security and Vandalism during construction phase

Probability: **High**

Impact: **Medium**

Concerns:

This is obviously a real concern for the contractor and Authority. The school already attracts its fair share of vandalism and with the allure of a building site this can only be expected to get worse.

Resolution:

During school time it is to be hoped that this will not be such a problem and the Contractor will take precautions and erect a suitable security fence and or boarding to prevent access to the site.

Out of school hours it may be necessary for the contractor to provide full time security on the site. The co-operation of the Police will also be essential.

13 Detrimental effect on education of existing students during construction

Probability: **Medium**

Impact: **Medium**

Concerns:

There is a real risk that the education of the pupils currently at the Minster will suffer as a result of the Construction process.

Not only is having a building site so close a distraction in terms of seeing what is going on, there is also the noise and, in certain weather conditions, the dust, which can cause distractions.

There is also the disruption caused by the decanting and the uncertainty caused by the loss of familiarity with the old School buildings.

Resolution:

The erection of a suitable boarded fence between the site and the school would block the view for ground floor classrooms but not for first and second floor classrooms.

Some noisy building processes can be scheduled to be undertaken out of school hours and the site can be watered during hot, dry weather, although this can be frowned upon as a waste of water by some.

Once again a good relationship/partnership with the Contractor will be key to reducing this risk.

However, the construction process may also provide a benefit to the teaching of some subjects.

Make Exam timetables and locations available to the Contractor.

14 Public Rights of Way

Probability: **Low**

Impact: **High**

Concerns:

If the Public Rights of Way around and over the site remain open during the construction phase, there is a risk of trespass onto the site by unauthorised persons and the inherent Health and Safety risk to third parties of death or injury.

Resolution:

As part of the works the Public Rights of Way will be temporarily closed during the construction phase will also be undertaken and is part of the Planning Application.

The Contractor's security arrangements for the site should also prevent this being a problem.

15 Access to new buildings during demolition and completion of external works

Probability: **Low**

Impact: **High**

Concerns:

There is a concern that accessing the new buildings following the decanting process will give rise to a Health and Safety risk.

Resolution:

The demolition work is now scheduled to take place during the Summer holiday period in 2010. There may still be a limited requirement for access to the new building during the demolition phase but this will be minimal due to the timing of the works and can be accommodated by liaison with the Contractor.

16 Objections to using Castlefields as delivery route

Probability: **Medium**

Impact: **High**

Concerns:

The current proposal that the Castlefields entrance onto the site is used for construction traffic might raise objection from residents.

Resolution:

The Planners and Highways departments do not consider this as a problem as it is only for a limited period of time.

It can also be dealt with sympathetically by the Contractor under their Considerate Constructors Scheme.

Deliveries in any event will be timed to arrive outside drop off and pick up times for the schools and will need to be properly managed by the contractor on site as well.

17 Lack of HC resources delays scheme

Probability: **Medium**

Impact: **High**

Concerns:

That there are insufficient personnel with the necessary specialisms and experience to procure the contract in a timely manner. The risk is that if it becomes apparent that members of the current team become overloaded with work or leave the Authority for whatever reason during the contract there will be a delay in engaging a replacement, which will have a knock on effect on the contract.

Resolution:

This has already happened with the sad death of Jed Bayley and the inclusion into the development programme of the Wyebridge Academy which are likely to stretch technical support to the maximum.

Any further personnel shortages can be resolved by ensuring that there is a quick response to identified departures and slippages by employing consultants to fill the gap.

18 Authority prohibits use of Contractors listed by OFT for anti-competitive tendering behaviour.

Probability: **Low**

Impact: **High**

Concerns:

That the Authority may exclude Contractors listed on the OFT “cover pricing” list from Tendering or from entering into Contracts with the Authority.

Resolution:

The OFT list contained 112 named Contractors, mostly for cover pricing. Only 9 Nr of those named were accused of price colluding and for having gained financial advantage by doing so in Tendering activities.

Stepnell's Head Company were named due to their association with George Law of Kidderminster who they also own. The accusations against Stepnell's Head Company is for cover pricing.

Unfortunately Mansell have also been identified in the Construction press as one of the nine who have benefitted financially from collusion.

All the companies named have a period of time to respond to the accusations made by the OFT and have not yet been found to be guilty. But should the Authority be minded to strike these companies from our Tender lists then potentially we would have to go out to Tender again with different Contractors.

No further information on these accusations has yet been forthcoming since the Project Board Meeting on 16th May 2008.