



KEYS CONSULTING LTD



Project status report



Report No: 001



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 1. N/A

Revision History				
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01		Gladston Matheson	KEYS Consulting	File

Executive Summary

1. The works commenced November albeit slightly later than planned but completion date remains planned.
2. The discharge of planning pre commencement conditions is the main project risk at this stage. However, in light of the current COVID-19 climate the risk is reduced because the council are unlikely to visit site.
3. Commercial matters associated with subcontractor appointments, collateral warranties and Professional Indemnity (PI) Insurance are still to be confirmed.
4. The November 2020 progress meeting did not happen because the Contractor was not available and claimed their laptop was not working.

Schedule Overview

NO.	ITEMS	START	FINISH	DURATION	STATUS / IMPACT
1	Date for Possession			1 day	Complete
2	Pre commencement conditions			8 weeks	Delay 8 weeks
3	Demolition			6 weeks	
4	Scaffolding			1 week	
5	Utilities			3 weeks	
6	Basement			24 weeks	
7	Offsite construction			20 weeks	
8	Kitchen			5 weeks	
9	On site construction			5 weeks	
10	Scaffolding Phase 2			4 weeks	
11	Façade brickwork			6 weeks	
12	Façade stone			2 weeks	
13	PV system			2 weeks	
14	Rainwater goods			1 weeks	
15	Small works			43 weeks	
16	Roof tiling & flat roof			3 weeks	

17	Landscaping			4 weeks	
18	Practical Completion	27/08/2021	27/08/2020	1 day	

Comments:

1. The Schedule Overview is based on the Contractor's [REDACTED] programme of works dated [REDACTED]. However, this programme was superseded by revised programme dates, but the revised programme remains outstanding. The Schedule Overview has not been populated full because of this outstanding position.
2. The project Site Possession is [REDACTED] and Practical Completion is 27/08/2021 generating [REDACTED] weeks duration. As a result, at [REDACTED] the Contractor is in week [REDACTED] weeks programme.
3. The Site Possession was actually [REDACTED] and this was an Employer delay, but the Contractor has not submitted a delay notice at this stage. The Employer was due to leave the premise before [REDACTED] but a delay was experienced in securing an alternative property. In the event that a delay notice is submitted it would be reasonable to grant an extension of time, but this would be reviewed in more detail.
4. In light of the late start actual contract works commencement was late, and the works carried out relates to soft strip, pre demolition. The contractor has advised that the soft strip works form part of the demolition activity but this is questionable.
5. The pre commencement planning conditions should be discharged prior to commencement of demolition works on site. The Contractor is responsible for discharging the pre commencement conditions under the contract, however, ultimately the obligation rests with the Employer as the owner of the land.
6. There is a slight programme delay of [REDACTED] weeks, but this should be recovered within the [REDACTED] months, if not sooner. Therefore, at this stage it reasonable to advise that the works remain on plan to be completed by the Practical Completion Date.

Contract Sum Analysis Overview

NO.	ITEM	BUDGET	COMMITMENT	VARIANCE	FORECAST
1	Site construction	[REDACTED]	[REDACTED]		[REDACTED]
2	Offsite construction	[REDACTED]	[REDACTED]		[REDACTED]
3	Design fees	[REDACTED]	[REDACTED]		[REDACTED]
4	Preliminaries / OHP	[REDACTED]	[REDACTED]		[REDACTED]
5	Variations account			[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Comments:

1. The Contract Sum Analysis (CSA) is in the sum of [REDACTED] but current forecast has increased to [REDACTED]
2. The CSA increase was approved by the Employer [REDACTED] and relates to the payment of KEYS Consulting Ltd in the sum of [REDACTED]
3. Secured by Design Standards fee associated with certification of the design is still to be confirmed.
4. The basement construction cost are still to be confirmed
5. Confirmation of utilities quotations remain outstanding
6. No variations are foreseen at this stage.

Commercial Overview

DESCRIPTION	COMMENTS
Contracts	The contract was executed [REDACTED]
Warranties	<p>Design team collateral warranties have been agreed and executed as part of the contract.</p> <p>Subcontractors collateral warranties remain outstanding. The Contractor will need to arrange the subcontractor warranties prior to requesting payment for their works.</p>
Insurances	<p><u>Insurance of the works:</u> (Option A joint names policy by the Contractor re new developments). In addition [REDACTED] will be the first loss payee. The policy expires 21/07/2021.</p> <p><u>Non-Negligent Insurance</u> (Clause 6.5.1): The insurer has been required confirmation of piling RAMS that are approved by the structural engineer. The Contractor has been instructed to ensure that the insurance is in place prior to commencing demolition works.</p> <p><u>Contractor Professional Indemnity (PI):</u> The Contractor has arranged PI via Collegiate Management Services Ltd on the basis of [REDACTED] aggregate. However, the contract requires cover to be based on indemnity from claims or series of claims arising out of one event. The policy expires [REDACTED]</p> <p><u>Consultants Professional Indemnity:</u></p> <ul style="list-style-type: none"> Architect: White-Red Ltd - policy expires [REDACTED] Structural Engineer: Simple Works – policy expires [REDACTED] Services Engineer: Magnus Opifex – policy expires [REDACTED] Approved Inspector: Approved Inspector Ltd – policy expires [REDACTED] Subject to review, as the Contractor has previously advised that ICW would act as the Approved Inspector.
Insurances (continued)	<p><u>Subcontractors Professional Indemnity i.e.</u></p> <ul style="list-style-type: none"> To Be Confirmed <p><u>Subcontractors Product Indemnity i.e.</u></p> <ul style="list-style-type: none"> [REDACTED]
Building Warranty Insurance	[REDACTED] have been appointed to provide Latent Defect insurance. Further [REDACTED] have confirmed that their warranty is applicable to modular systems.

Statutory Requirements

DESCRIPTION	COMMENTS
Building Regulations	As noted above [REDACTED] will act as the Approved Inspector. At this stage, an Initial Notice has not been viewed or evidence of other Building Regulations matters.
Planning Permission	<p>Planning permission was granted [REDACTED] associated with reference: [REDACTED]. The consent comprises of 2 Nr pre-commencement conditions. The conditions were submitted [REDACTED] and the council have until [REDACTED] to discharge the conditions. Construction works should not commence until these conditions have been discharged.</p> <p>[REDACTED] No demolition or development shall commence until full details of the proposed construction methodology in the form of a Method of Construction Statement, have been submitted to and approved in writing by the Local Planning Authority - Outstanding</p> <p>[REDACTED] No demolition or development shall commence until a specification of all proposed soft landscaping and tree planting (to mitigate loss of existing trees) has been submitted to and approved in writing by the Local Planning Authority - Outstanding</p> <p>[REDACTED] The development shall be constructed and operated thereafter to 'Secured by Design Standards'. A certificate of accreditation to Secured by Design Standards shall be submitted to the local planning authority for approval in writing prior to the residential occupation of the development.</p>
Planning Amendment	The Contractor is to submit a planning amendment for an additional unit. An application was previously submitted but the current status is unclear.
Community Infrastructure Levy (CIL)	The CIL liability is under review and this action rest with the Employer. However, as part of the communications between the Employer and Council a commencement notification has been confirmed.

Procurement

DESCRIPTION	COMMENTS
Subcontractor Packages	Subcontractor appointments are still to be confirmed and the associated details remain outstanding.

Utilities Overview

DESCRIPTION	COMMENTS
Gas	To be confirmed

DESCRIPTION	COMMENTS
Water	To be confirmed
Electric	To be confirmed
Broadband	To be confirmed
Meters	To be confirmed

Critical Issues/Significant Risks

NO.	CRITICAL ISSUES
1	Discharge of pre commencement conditions.
2	The status of the 7th unit planning application
3	Subcontractor appointments
4	Updated consultants PI.
5	Implementation of 6.1.5 insurance cover
6	Updated construction programme
7	Secured by Design Standards fee associated with certification of the design
8	Confirmation on the utilities provides costings and progress.

NO.	IDENTIFIED RISK	MAGNITUDE OF RISK	STRATEGY TO MANAGE RISK
1	Planning approval withdrawn if the works commence without discharging pre commencement conditions	MIDDLE	Regular liaison with the Planning Officer by the Contractor.

NO.	IDENTIFIED RISK	MAGNITUDE OF RISK	STRATEGY TO MANAGE RISK
2	Delays associated with the permit approval could impact on the programme.	MIDDLE	Regular liaison with the Planning Officer by the Contractor.
3	The absence of subcontractor appointments could negatively influence the programme.	MIDDLE	Chase weekly update and clarification from the Contractor.
4	Consultants fail to comply with their obligations to maintain insurance.	LOW	Chase updated PI insurance from the Contractor. Withhold payment if updated PI certificates are not issued by the next valuation.
5	The absence of 6.1.5 insurance cover, in the event of 3 rd party cover there would be no indemnity for the Contractor.	LOW	Chase updated 6.1.5 insurance from the Contractor. Withhold payment if updated insurance is not put in place.
6	The Contractor management of progress will be unreliable and unrealistic without a programme. This is highly likely to incur delays.	MIDDLE	Request an accurate updated programme on a regular basis to ensure that progress is accurately managed.
7	Services associated with security has previously been confirmed as excluded. However, this is planning condition and must be included	LOW	Chase the Contractor for confirmation on the inclusion of security.
8	Utilities provides are customary difficult to manage and a proactive strategy must be employed to mitigate potential delays.	MIDDLE	Chase the Contractor for regular updates on progressing these packages.

Project Photos

None-on this occasion. Awaiting access to the Contractor's photographic records

Exhibit(s)

Exhibit One

None on this occasion