

PROJECT:
 DATE: 22-Sep-09
 REVISION: 1

ACTION OWNERS:

Keyword	Number	Risk Owner	Description of Risk or Hazard (Consequence or effect)	Cause of Risk or Hazard	Risk Control Measures already in place	Control Measure Owner	Likelihood	Impact	Risk Status	Actions required and comments	Owner	Action by (date)	Close out	Cost
Bid Bond	1		Bid bond required based on "Contract Price"	Contractual Term	Finance costs identified	Fin	5	3	15	Estimating to allow for financing costs	Finance			TBA
Obligations of the Parties	5		The Contractor shall not be excused from performing its duties and/or obligations and its liability for breach, negligence or other default shall not be waived, negated or diminished in any way by any failure on the part of the Employer and/or any of the persons referred to in clause 8.1 to carry out and/or complete any of the tasks referred to in clause 8.1 either properly or at all or as a consequence of any failure to discourage, withhold approval or consent to or object to whatever may be proposed or done by the Contractor.	Contractual Term	OAD have written to JBI but have not received any response.	Com	4	3	12	OAD to ensure the delegation of powers are fully complied with and to administer the project in a rigous manner. Requirement for an addition resource such as claims or planner to monitor.	EST			Prelims
Instructions of the Engineer	7		The Contractor shall not be entitled to any extension of the Time for Completion, reimbursement of additional Cost and/or adjustment to the Contract Price in the event that the Engineer issues an instruction requiring the Contractor to comply with any of its obligations under the Contract.	Contractual Term	OAD have written to JBI but have not received any response.	Est	4	3	12	This will be absorbed by the proposed 4 month extension to the preliminaries and pricing in of LAD's	EST			incl
Novation of Enabling Works Contract	10		Obliges Contractor to take over the EW Contract and be deemed as part of the Works.	Contractual Term	Requested documentation for review prior to any novation	Com	5	4	20	The client is to provide a full signed off copy of this Agreement for OAD to undertake a comprehensive legal and contractual review prior to accepting.	Com / Legal			-
Power of Attorney	11		The Contractor shall, on or before the Effective Date, enter into a power of attorney in the approved form set out in 1 (Power of Attorney) (the Power of Attorney). The Power of Attorney shall grant the Employer the authority to complete and exercise on the Contractor's behalf, any Collateral Warranty, the Direct Agreement, the Third Party Novation Agreement, or the Enabling works Contract Novation Agreement required to be provided by the Contractor pursuant to the Contract, in the event that the Contractor has failed to do so within any required time period(s). The Contractor intends that any such Collateral Warranty, Direct Agreement, the Third Party Novation Agreement or the Enabling works Contract Novation Agreement executed on its behalf by the Employer shall bind the Contractor and shall have the same effect as if it had been executed by the Contractor itself.	Contractual Term	OAD have written to JBI but have not received any response.	Legal	5	5	25	Potential deal breaker. OAD cannot provide this power to the Client.	Legal			
Co-operation	12		The Contractor shall not be entitled to any extension of the Time for Completion, reimbursement of additional Cost or adjustment to the Contract Price in respect of any delay and/or disruption caused to the Works as a consequence of the Contractor having to comply with its obligations under this clause 12.11 (Co-operation) or as a consequence of the Contractor failing so to do.	Contractual Term	OAD have written to JBI but have not received any response.	Com	4	3	12	This will be absorbed by the proposed 4 month extension to the preliminaries and pricing in of LAD's.	EST			incl
Access Routes	16		Contractor deemed to have satisfied himself as to suitability.	Contractual Term	OAD have written to JBI but have not received any response.	Com	3	2	6	Delapidation survey to be undertaken and provided to Client . Risk to be covered by insurance?	EST/ Ins			150,000
Other Agreements	18		Upon being supplied with copies of, or relevant extracts from, any other agreements the Employer may have entered into with third parties relating to the Component Project or the Project, the Contractor shall not by any act or omission on its part put the Employer in breach of its obligations under any such agreements. The Contractor shall immediately notify the Engineer in writing if it finds any inconsistency, ambiguity or discrepancy between the Contract and any other agreements the Employer has entered into with third parties relating to the Component Project or the Project. Upon such notification, the Engineer shall issue any clarification or instruction necessary to resolve such inconsistency, ambiguity or discrepancy. For the avoidance of doubt, the Contractor shall not be entitled to any extension of the Time for Completion, reimbursement of additional Cost and/or an adjustment to the Contract Price as a consequence of any clarification or instruction issued pursuant to this clause 12.31 (Other Agreements).	Contractual Term	OAD have written to JBI but have not received any response.	Legal	5	3	15	The client is to provide a full signed off copy of this Agreement for OAD to undertake a comprehensive legal and contractual review prior to accepting. OAD to clarify that all such agreements need to be notified prior to the signing of the Contract to be valid.	Com / Legal			