

# Appendix C: Risk Report

Pre-Financial Close

**TO: Scottish Funding Council/April 2013** 



## Risk Management Report

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Rev	Originator	Approved	Date
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#### **Executive Summary**

This report has been produced to document risk updates and movements to the Risk Register since the previous report in October 2012.

Since the previous report the CGC risk register has been reviewed on a regular basis to reflect progress during dialogue and capture any additional updates in terms of new, closed, reassessed or updated risks. All risks have been reviewed and updated. The following key updates are highlighted for attention. Key updates since the last report are as follows:

- Two risks have been closed;
- Twelve risk scores have been revised downward;
- Two risk scores have been revised upward.

Although the risk matrix has been reviewed on a number of occasions since the last report, it was considered appropriate to report the current position to the Board now in order to reflect the preferred bidders' current position on these risks, where applicable, to inform the Board's consideration of the request to progress to financial close.

Since the last report updates have been provided by JM Architects, Wallace Whittle, Woolgar Hunter, Gardiner & Theobald QS, Turner & Townsend Project Management and the College's Property Director, Project Director, Estates Director, the Director of Information and Technologies, and Project Sponsor.

As the project progresses to financial close ownership of the remaining outstanding risks will increasingly be transferred from the College's advisers to operational staff.



#### 1 New Risks

No new risks have been identified during this reporting period.

#### 2 Closed Risks

The following risks have been closed during this reporting period.

Ref	Description	Mitigation
3	The risk that the design proposals fail to meet the College's expectations.	1) Programme of affordability checks throughout CD process and preferred bidder stages. 2) Development of Quality Strategy and use of agreed Value Management framework. 3) Robust change management system that ensures full implications of changes are understood before implementation. 4) Robust change mechanism within Project Agreement 5) Programme of technical dialogue meetings with prescribed design related submission requirements 6) Selection of competent bidders
19	The risk that a bidder withdraws during the CD process resulting in loss of competitive tension	1) Undertake Robust Pre qualification process – (Complete) 2) Maintain contingency plan - Including provision within IPD2 that protects CGC right to invite bidder to rejoin dialogue during phase 2 (as reported to Project Board on 27/4/12) 3) Encourage bidders to bring concerns forward during CD process



## 3 Risk Management during Dialogue and Preferred Bidder Period

The risk reviews over the previous months have been timed to coincide with the bidders commercial dialogue meetings and appointment of preferred bidder. This was to permit any new items raised by bidders to be considered and to give the opportunity to reassess the College's position regarding risks that were proposed to be transferred to the bidders.

As expected, bidders raised a number of commercial points during dialogue. Of the main risk items identified all but risk reference 64 was assumed in the risk register to sit with the contractor and have been accepted by the preferred bidder:

Ref	Bidder issue	Response
10	Require confirmation from SFC on the on going availability of funding to meet the unitary charge.	Principles of SG Guarantee/undertaking to underwrite termination costs and SFC to provide letter of support have been confirmed.  This risk will be closed following receipt of SG approval and funding support at DP4.
39	Ground Conditions and Contamination under existing buildings (dark ground) – limited information available on which to establish level of risk and cost.	GLQ accepts risk of dealing with all site issues under the existing buildings. Strategy is to manage any funder issues at GLQ sub contractor level and avoid any changes to commercial position agreed between CGC and GLQ.
39	Asbestos - limited information available on which to establish level of risk and cost.	GLQ accepts the risk of removing all on site asbestos. Strategy is to manage any funder issues at GLQ sub contractor level and avoid any changes to commercial position agreed between CGC and GLQ.
39	Unknown utilities on site – Bidders not wishing to take the risk on non disclosed utilities	GLQ accepts such risks given the reports provided on utility locations in Volume 3 and the title details to be provided by the College.



Ref	Bidder issue	Response
62	Availability of Finance. GLQ confident of being able to raise the necessary finance over the required term, economic and political risks mean that this cannot be confirmed until financial close	Funding strategy agreed with GLQ and SFT and GLQ leading on resolving issues and progressing to target financial close by 3 June.
64	Scottish Water sewer upgrade unduly constrains the site, adds cost and/or causes delay or health and safety issues during construction. Bidders not wishing to take the risk on the actions of third parties – Scottish Water and Scottish Water's contractor.	The College has agreed access terms with GLQ and these mirror terms agreed with Scottish Water. Letter received from Scottish Water also acknowledges the College's right to compensation if Scottish Water works extend out with this period.
67	The risk that a challenge is raised by a third party against the Planning Authority that due process was not followed in the processing and granting of Planning Permission for the new College. Causing delay which will be treated as a Works Compensation Event.  "Judicial Review Risk"	The College expects to retain this risk in accordance with SFT guidance  Three months from Decision Notice risk then passes to NPD Co.  Relevant dates:  Planning Notice: 27 March – This has now been received.  Financial Close: 3 June  Expiry of Judicial Review risk price: 27 June

The Project Team is confident that the preferred bidder will continue to accept these risks and that matters raised by funders can be resolved at GLQ sub contract level thereby leaving the final bid terms unaffected. The primary concern is the time that will be required to agree satisfactory funding terms and complete funding documentation and the impact of any delay to financial close on the 2013, 2015 and 2016 summer migration dates.



## 4 Updated Risks

Eight of the entries have been subject to a change in assessment categorisation. These are as follows:

Ref	Description	Change to Assessment Score	Rationale
4	The risk that the design of the physical ICT infrastructure is not effectively integrated into the wider building design resulting in delays, increased costs, compromised flexibility or changes as defined in risk reference 1.	Probability 2 (Previously 1) Impact 3	GLQ detailed design information available and reviewed by TADS, AECOM and ISLT Group – no concerns identified. Amendment to scoring to reflect consistency with risk reference 1.
8	The risk that the SFC cannot provide the requested £16.5M grant to fund project development costs or costs exceed budget for items eligible for SFC funding	Probability 1 (Previously 2) Impact 4 (Previously 5)	Further engagement with SFC confirms high level of confidence that the grant will be available. Confirmed GLQ costs are within budget.
10	The risk that the SG/SFC does not provide the required funding assurances and guarantees with the result that either:  a) bidders and/or funders will not support the project (in the absence of SG support/underwriting) or b) the College is unable commit to the contract because the SFC is unable to provide assurance over funding the Curriculum for Glasgow These risks could result in delay to the project or failure to obtain fully funded final tenders and ultimately achieve financial close.	Probability 2 (Previously 3) Impact 5	Draft funding support letters and the SG undertaking have been received.

Ref	Description	Change to Assessment Score	Rationale
22	The risk that proposals put forward by bidders cannot be delivered within the suggested time, quality and cost parameters	Probability 2 Impact 3 (Previously 4)	Deliverability assessment of final bid completed by College's professional advisers and no concerns identified
24	date of 3 June is not achieved programmed leading to delay, disruption associated with term time moves and additional costs including cost of new network switches if timetable precludes re-use of existing.  This includes the risk that FC may not be achieved by August 2013 (as required in SG  (Previously 2) Impact 4  Helaba has a potentially insurmounts relating to compensation termination switch to all solution is not achieving Figure 1013.		compensation on termination. If a switch to a bond solution is necessary, achieving Financial Close by June 3 <sup>rd</sup> is very unlikely.
12	The risk that operating costs (FM and lifecycle) exceed allowances assumed within the DP2a	Probability 1 (Previously 2) Impact 3	FM and LC under budget and agreed with GLQ
20	The risk that the preferred bidder withdraws - resulting in delay and potentially compromising the procurement.	Probability 1 (Previously 2) Impact 5	No material commercial issues, Planning consent obtained and funding strategy agreed between GLQ, SFT and CGC
21	The risk that essential project requirements are not affordable within the project budget parameters resulting in significant scope changes and/or programme extension	Probability 1 (Previously 2) Impact 3	Evaluation of GLQ final bid identified no material concerns

Ref	Description	Change to Assessment Score	Rationale
26	The risk that continuing existing contracts cannot be transferred at an economic price to the NPD Co.	Probability 1 (Previously 2) Impact 2	GLQ delivery strategy well defined and CGC Estates Director confirms that no requirement to transfer contracts
32	The risk associated with demolishing buildings, including asbestos risks, cannot be transferred at an economic price.	Probability 2 (Previously 4) Impact 2	GLQ final bid accepts asbestos risks
15	The risk that Network Rail consent is not granted or imposes stringent conditions that cannot be transferred at an economic price to the contractor. Failure to secure the necessary approvals enables Network Rail to enforce their statutory powers to suspend works, leading to delays and increased unitary charge	Probability 1 (Previously 2) Impact 3	Progress made by GLQ as documented in final bid confirms no material issues with Network Rail
34	The risk that other developments have an adverse effect on the project delivery due to competing resource demands.	Probability 1 (Previously 2) Impact 3	Planning consent obtained, GLQ responsible for own supply chain management
55	The risk that the design of the required infrastructure for legacy FF&E is not effectively integrated into the wider building design resulting in delays, increased costs during construction with risk of operational compromise at CGC risk	Probability 2 Impact 2 (Previously 3)	GLQ detailed design information available and reviewed by TADS, AECOM and ISLT Group – no concerns identified.

Ref	Description	Change to Assessment Score	Rationale
64	There is a risk that CGC fail to reach an appropriate solution to the planned Scottish water sewer upgrade planned for the riverside site. Failure could result in a overly constrained site, and present logistical issues during delivery leading to increase costs	Probability 1 (Previously 3) Impact 3	Position agreed with GLQ and SW results in minimum exposure to CGC



### 5 Priority Risks

The following table extracts the top Risks, all of which are either "Red" or "Amber" for this period, based on the "Risk Index Score". For the detailed Risk Register refer to Appendix A.

Ref	Description	
24	The risk that Financial Close date of 3 June is not achieved as programmed leading to delay, disruption associated with term time moves and additional costs including cost of new network switches if timetable precludes re-use of existing.  This includes the risk that FC may not be achieved by August 2013 (as required in SG business case approval letter).	16
66	The risk that SFC failed to agree with the College, a Transition Plan towards the delivery of 210,000 WSUMs thereby undermining the project affordability assumptions requiring that the College must implement changes to brief or scope of the project which could delay the programme and lead to increased unitary charge.	15
10	The risk that the SG/SFC does not provide the required funding assurances and guarantees with the result that either:  a) bidders and/or funders will not support the project (in the absence of SG support/underwriting) or  b) the College is unable commit to the contract because the SFC is unable to provide assurance over funding the Curriculum for Glasgow These risks could result in delay to the project or failure to obtain fully funded final tenders and ultimately achieve financial close.	10
62	The risk that, even with SG/SFC support, funders are unable to provide long term finance under terms acceptable to CGC and SG, or that funders seek to negotiate significant changes to the Project Agreement agreed between CGC and GLQ. This could result in either: - delays and extension of programme (to agree a funding strategy) and/or - erosion of value for money and dilution of risk transfer (e.g. public sector retains refinancing risk)	10
31	The operational risk associated with identifying responsibilities between NPDCo and CGC for the large portfolio of FF&E with a mixed allocation of groupings	9
23	The risk that the college fit out has an adverse impact on construction works and/or service availability.	9
48	The risk that the scope and/or level of VAT changes leading to increased cost of providing services and an adverse impact on affordability.	9

Probability			
Category	Percentage	Description	
Very High (5)	85-99%	Almost certain to occur during the life of the project	
High (4)	60-84%	Likely to occur. Encountered on similar/recent projects	
Medium (3)	25-59%	Some probability it will occur, but still significant uncertainty	
Low (2)	5-24%	Do not expect to happen, but it is possible	
Very Low (1)	Less than 5%	Improbable occurrence	

Impact		
Category	Description	
	Project fails to deliver primary objectives. Severe impact and reputation damaged, a potential "showstopper".	
	Time - More than a 6 month delay	
Catastrophic (5)	Cost - More than £10,000,001 increase in cost	
	Project fails to deliver secondary objectives. Serious impact to cost, time or quality.	
	Time - 3 month to 6 month delay	
Major (4)	Cost - £2,000,001 to £10,000,000 increase in cost	
	Moderate impact to scope or quality of the project.	
	Time - 1 month to 3 month delay	
Moderate (3)	Cost - £200,001 to £2,000,000 increase in cost	
	Minor effect on cost, time to scope or quality of the project. Minor reduction in scope.	
	Time - 1 week to 1 month delay	
Minor (2)	Cost - £25,001 to £200,000 increase in cost	
	Negligible effect on cost, time or quality of Project. Negligible impact to scope.	
	Time - Less than 1 week	
Negligible (1)	Cost - Less than £25,000 increase in cost	

			RISK DETAIL		R	ISK EVAL	UATION				RISK TREATMENT ACTIONS	
Risk ID	Category	Risk Owner	Risk Name	Description & Implications	Probability	Impact	Score	RAG	Risk Allocation & Contract Ref. (where applicable)	Overall Treatment Strategy	Risk Management Strategy	Update Due Date
24	Commercial	CGC - Project Director	Financial Close date of 3 June is not achieved	The risk that Financial Close date of 3 June is not achieved leading to delay, disruption associated with term time moves and additional costs including cost of new network switches if timetable precludes re-use of existing. This includes the risk that FC may not be achieved by August 2013 (as required in SG business case approval letter).	4	4	16	RED	RETAIN	MITIGATE	1) Clearly define process and timeline and manage this tightly during PB stage. (Complete) 2) Achieve clear position on approach to financing and SG support/underwriting and reflect in IPD2 to minimise risk of delay during due diligence and financial close periods (Complete) 3) Through final tender submission requirements record and agree negotiated position in advance of Preferred bidder dialogue to lock down concluded matters where possible (Complete) 4) Bidders to provide programme to Financial Close as part of final submission - agree then tightly manage this 5) Preferred Bidder letter to be conditional on programme to financial close (Complete) 6) Work closely with SFT to facilitate SG engagement and ensure acceptability of proposals to SG 7) Agree Funding Competition methodology programme ad protocols (including governance) prior to PB appointment (Complete) 8) Agree funding strategy for network switches with SFT 9) Confirm critical path activities and explore contingency plans with GLQ and SFT to minimise adverse impact	Jun-13
66	Commercial	CGC - Project Sponsor	r SFC funding for the Curriculum for Glasgow (210,000 wsums)	The risk that SFC failed to agree with the College, a Transition Plan towards the delivery of 210,000 WSUMs thereby undermining the project affordability assumptions requiring that the College must implement changes to brief or scope of the project which could delay the programme and lead to increased unitary charge.	3	5	15	RED	RETAIN	MITIGATE	Following the critical recommendation from the SG Gateway Review (210,000 WSUMs) the College Executive provide an outline of risks to SFC and broker early discussions and decisions on volume of activity.  Continuous liaison within Shadow Regional Board and with SFC Regional Manager to ensure that the planning Key Parameters approved by SFC are understood and implemented and agree transition plan after Financial Close	Jun-13
10	Commercial	CGC - Project Director	Failure to obtain the necessary funding guarantees, commitments and assurances from SG/SFC in a timely manner.	The risk that the SG/SFC does not provide the required funding assurances and guarantees with the result that either:  a) bidders and/or funders will not support the project (in the absence of SG support/underwriting) or b) the College is unable commit to the contract because the SFC is unable to provide assurance over funding the Curriculum for Glasgow These risks could result in delay to the project or failure to obtain fully funded final tenders and ultimately achieve financial close.	2	5	10	AMBER	RETAIN	MITIGATE	1) Secure SFC endorsement of curriculum and funding assumptions (Achieved) 2) Seek details of funders requirements from bidders during phase 1 of dialogue (Achieved and advised to SFT) 3) Agree what will be provided to give funders comfort over College funded (capital) payments 4) Seek confirmation of conditions of SG/SFC support and review these conditions on a regular basis to ensure continued compliance. 5) Monitor market feedback in response to SG/SFC support proposals and reflect in selection of project funding strategy 6) Seek confirmation of funders credit committee approval of security package (including SG under writing) as early as possible.	May-13

Risk ID	Category	Risk Owner	Risk Name	Description & Implications	Probability	Impact	Score	RAG	Risk Allocation & Contract Ref. (where applicable)	Overall Treatment Strategy	Risk Management Strategy	Update Due Date
62 (	Commercial	CGC - Project Director	Long term project finance is not available under affordable and acceptable terms	The risk that, even with SG/SFC support, funders are unable to provide long term finance under terms acceptable to CGC and SG, or that funders seek to negotiate significant changes to the Project Agreement agreed between CGC and GLQ. This could result in either:  - delays and extension of programme (to agree a funding strategy) and/or - erosion of value for money and dilution of risk transfer (e.g. public sector retains refinancing risk)	2	5	10	AMBER	TRANSFER	MITIGATE	1) Select strong partner and develop robust scheme to provide attractive proposition to funders (Complete) 2) Encourage EIB participation to improve liquidity and increase capacity and range of viable financing solutions (Complete) 3) Understand which financing options are realistic and reflect in approach to second phase of dialogue and final bids (Complete) 4) Prepare contingency plan in conjunction with SFT to cater for a change in direction during the second phase of dialogue or PB stage and ensure that this is consistent with EU regulations to minimise risk of challenge or need to abort procurement. (Complete) 5) Work closely with SFT to manage issues arising from engagement with proposed funders 6) Encourage interest from other banks including Green Bank 7) Agree "plan B" bond plus EIB funding strategy in the event that bank route is undeliverable 8) Confirm DP4 approval timetable with SFT/SFC/SG	May-13
31 (	Operational	CGC - Estates Director	Maintenance and lifecycle management of legacy FF&E	The operational risk associated with identifying responsibilities between NPDCo and CGC for the large portfolio of FF&E with a mixed allocation of groupings	3	3	9	AMBER	RETAIN	MITIGATE	1) Detailed Analysis of College Requirements prior to the CD process to develop and agree final FFE items schedule (identifying retained FF&E). This is then refined during CD process. (Complete)  2) Establish strategies for locating CGC/NPDCo FF&E in distinct zones wherever practical - SH to review  3) Establish asset tagging and management system to facilitate identification of all FF&E  4) Discuss issues and management strategies during phase 2 dialogue  5) Develop plan for purchase of items and tagging?	Jun-13
23	Delivery	CGC - Property Director	Interface risks associated with College managed Group 5 fit out activities (Simulators & Working Engine)	The risk that the college fit out has an adverse impact on construction works and/or service availability.	3	3	9	AMBER	RETAIN	MITIGATE	1) Defined serviced infrastructure and building by NPDco with associated transfer of risk 2) Defined interface and access requirements to be delivered by NPDCo 3) Clarity in defining dependencies on the college in relation to NPDco delivery 4) CP's to include 1) to 3) above 5) CGC procurement of both Simulators and Working Engine instigated prior to FC	May-13
48 (	Operational	CGC - Director of Finance	Changes in VAT	The risk that the scope and/or level of VAT changes leading to increased cost of providing services and an adverse impact on affordability.	3	3	9	AMBER	RETAIN	ACCEPT	1)Confirmed SG will take risk of change in VAT applicable to SG funded elements of the unitary charge.     2)Agreed that PwC will provide some additional VAT advice linked to the inclusion of the Halls of Residence within the NPD contract (Complete)	Jun-13
25 (	Commercial	CGC - Project Director	OJEU Procurement challenge	The risk that an award decision or evaluation of a tender is challenged by an unsuccessful party (ALCATEL period) resulting in delays and potential additional costs.	2	4	8	AMBER	RETAIN	MITIGATE	The procurement methodology and process fully comply with SG and EU Guidelines and EU Directives     The procurement strategy was developed to be as transparent as commercially viable in order to eliminate or mitigate uncertainty.     Methodologies included clear scoring criteria, spread of reviewers and quality feedback. (Complete)     Provided detailed feedback to unsuccessful bidder at final bid stage (Complete)	May-13
63	Delivery	CGC - Information Systems and Learning Technologies Director		The risk that the programme provides insufficient time for ICT migration and/or the quality of the space available is not appropriate for the equipment to be installed leading in delay to migration programme or damage to college equipment	2	4	8	AMBER	TRANSFER	MITIGATE	1) Role of Independent Tester to certify "space ready for ICT fit out". 2) Requirements for the spaces to be occupied in advance of Service Availability to be detailed in PA 3) Development of plans for testing and ICT migration, informed by summer 2013 and Riverside migrations to apply lessons learned 4) GLQ delivery programme is based on implementation at Riverside Datacentre and transfer to City Datacentre.	May-13
1	Technical	CGC - Project Sponsor	Brief or scope change by College and/or SFC	The risk that the College requires changes to the brief or scope of the project which could delay the programme. Such changes would require to be funded by capital using the limited contingency fund and also lead to an increased UC (via FM and Lifecycle costs)	2	3	6	AMBER	RETAIN	MITIGATE	1) Space budget/model to be developed in a way that easily accommodates change (complete) 2) Development strategy and building concepts are developed in a modular and flexible way that can accommodate moderate change curriculum and functional mix (complete) 3) Robust change management system in the Project Agreement that ensures full implications of changes are understood before implementation (Complete) 4) Ensure thorough engagement to validate and refine college requirements prior to Financial Close (virtually complete) 5) Ensure robust college requirements and approved contractor proposals are developed and agreed prior to Financial Close. 6) Engagement and liaison with relevant parties to plan the transition to the delivery of the curriculum for Glasgow 7) Continuous liaison within Shadow Regional Board and with SFC Regional Manager to ensure that the planning Key Parameters approved by SFC are understood and implemented.	May-13
4	Technical	CGC - Information Systems and Learning Technologies Director	ICT physical integration	The risk that the design of the physical ICT infrastructure is not effectively integrated into the wider building design resulting in delays, increased costs, compromised flexibility or changes as defined in 1.	2	3	6	AMBER	TRANSFER	MITIGATE	1) Scoping of College ICT requirements identifies interface and access requirements within the NPD Project Agreement (Complete) 2) NPDCo is to be responsible for design, build and handover of ICT infrastructure solution 3) Refinement of solutions and interfaces through PB period. 4) On going focus on infrastructure for Simulators (Group 5 FF&E) and Radio/TV (Group 2 FF&E)	May-13

Risk ID	Category	Risk Owner	Risk Name	Description & Implications	Probability	Impact	Score	RAG	Risk Allocation & Contract Ref. (where applicable)	Overall Treatment Strategy	Risk Management Strategy	Update Due Date
5 1	echnical	CGC - Information Systems and Learning Technologies Director	CGC ICT interfaces with GLQ	The risk that the required resource is not available to manage the interfaces and dependencies associated with the detailed design/design revalidation, acceptance testing and ICT migration stages of the project	2	3	6	AMBER	RETAIN	MITIGATE	1) ISLT group established with sponsor and sub workstream leads (including testing, design revalidation and handover to CGC/GLQ support and maintenance) 2) ISLT Group meets regularly to oversee strategic and detailed design and delivery issues 3) Pre FC - ISLT Leads will complete coordination of CRs, RDS and CPs, liaising with TADS where appropriate 4) Dependency register agreed and CGC dependency owners defined - register will be reviewed by ISLT group on fortnightly basis 5) Decant stage in 2013 provides opportunity to 'road test' testing, handover and migration processes and learn lessons 6) Engaging with support and teaching staff to plan and deliver training and transition strategies	Jun-13
7 1	echnical	CGC - Project Sponsor	Capacity and availability of CGC project resource	The risk that the College is not able to provide the resources required to meet the project programme. Key risk areas are the Project Board and supporting user groups.	2	3	6	AMBER	RETAIN	AVOID	1) Updated project resourcing and governance to reflect NPD procurement and master programme requirements and agree with Project Owner and CGC Board (Complete) 2) Develop resource requirements based on scheme of delegation, master programme and procurement strategy and engagement timetable (Complete) - subject to RDD and other requirements. 3) Identify and prioritise key individuals at early stage to provide notice for redeployment of responsibilities or resources to backfill. 4) Recognise holiday exposure in programming assumptions 5) Use Project Board and workstreams to delegate and syndicate responsibilities and avoid excessive	May-13
22 1	echnical	T&T - Bruce Barron	Bidder proposals are not deliverable	The risk that proposals put forward by bidders cannot be delivered within the suggested time, quality and cost parameters	2	3	6	AMBER	RETAIN	AVOID	1) Detailed submission requirements to permit the testing of deliverability during tender evaluation (Complete) 2) Tracked change review of College Requirements to ensure no dilution of original requirements. 3) Tracked change review of Contractor Proposals (based on Final Bid submission) to ensure no dilution of the original bid proposals.	May-13
38 1	echnical	CGC - Project Director		The risk that the current services infrastructure (gas, we electricity, water telecoms and drainage) assumptions are incorrect leading to increased capital cost and/or programme delay.	2	3	6	AMBER	RETAIN	TRANSFER	1) Provided bidders with all background information with regard to utility capacity via Volume 3 regarding water, gas and electricity (Complete) 2) College Requirements include contractor to provide appropriate utility capacity to meet design requirement. 3) Appropriate utility capacity is expressly a requirement of the contractor 4) Contractor bid proposals offer flexibility via higher capacity and therefore GLQ are required to meet bid proposals.	May-13
39 T	echnical	CGC - Project Director	Failure to achieve target risk transfer on ground condition including non disclosed utilities.	The risk that ground conditions under existing buildings or undisclosed utilities or other third party rights leave the College exposed to a compensation event	2	3	6	AMBER	RETAIN	TRANSFER	Transfer all ground condition risk to NPDCo - confirmed as bidder's current position (thus only risk is if funders have issue with this).	Jun-13
16 0	Commercial	CGC - Project Director	Change in Policy / Law	The risk that a change in Policy or Law affects costs and/or timescales, leading to an increase in the unitary charge	2	3	6	AMBER	SHARE	MITIGATE	Direct legal advisor to advise on relevant impending legislative changes and case law etc, review implications and amend project assumptions and allowances accordingly during the course of the dialogue.  Note: Retain to FC and Share as per standard terms at FC	Jun-13
43 0	Commercial	CGC - Estates Director	Delivery of integrated CGC facilities management services operating model	The risk that the changes to FM, ICT & operational policies etc. are not managed / developed in time to achieve successful migration and effective operations from day 1.	2	3	6	AMBER	RETAIN	MITIGATE	1) Update Target Operating Model and manage transition plan, including communication and consultation with staff and trade unions.  2) CGC Estates & FM representatives embedded within Migration, Delivery and FM workstream processes during PB stage with key liaison roles identified for construction phase enabling the team to thoroughly prepare for interface and handover issues 3) Agree future operational policies and manage implementation through appropriate transition projects 4) Establish clear responsibilities matrix between GLQ and CGC, develop and maintain integrated commissioning, training, handover and migration plans, review for 'readiness to migrate' and address any issues arising	May-13
44 (	perational	CGC - Estates Director	Poor co-ordination of H&S risk responsibilities	The risk that CGC H&S responsibilities are not fully configured post occupation to complement GLQ H&S responsibilities as defined in the Project Agreement	2	3	6	AMBER	RETAIN	MITIGATE	1) Prepare responsibilities matrix across project parties, including CGC. 2) Development of consistent and complementary procedures jointly between CGC and NPDco to be operated throughout construction (including preliminary surveys and decant accommodation) as basis for run-in to occupation 3) Establish clear Permit to Work protocols 4) Articulate respective roles within Group 5 procurement documentation 5) Align with respective Hard & Soft FM duties.	May-13
52 (	Commercial	G&T FM	Flexibility	The risk that the PA constrains the ability of the College to make changes required to accommodation and technology at an acceptable cost	2	3	6	AMBER	RETAIN	MITIGATE	Change protocol incorporated into Schedule 16 to include the operation of small changes     Discuss with bidders during dialogue - to be added to Commercial/FM Agendas (Complete)     Finalise pricing catelogue (Complete)	Mar-13

Risk ID	Category	Risk Owner	Risk Name	Description & Implications	Probability	Impact	Score	RAG	Risk Allocation & Contract Ref. (where applicable)	Overall Treatment Strategy	Risk Management Strategy	Update Due Date
14 [	Delivery	CGC - Project Director	Delay in statutory consents pre-financial close	The risk that statutory authorities do not respond in the timescales allowed leading to delays and additional costs. (NPDCo to comply with all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by Law, and all necessary consents and agreements from any third parties (including, without limitation, any Planning Permission), needed to carry out the Project Operations in accordance with the Project Agreement.)	2	3	6	AMBER	RETAIN	MITIGATE	1) Tightly managed process during PB Stage has delivered Planning permission on schedule (Complete) 2) Proactive management of critical Planning conditions linked to key delivery milestones and including careful review of any college dependencies (see Risk 54) 3) Continuous monitoring of GLQ progress on all other statutory matters - review at regular Programme meetings	May-13
17 [	Delivery	CGC - Project Sponsor	Delay obtaining SG/SFC approvals	The risk that SG/SFC are unable to approve documents in line with the current master programme resulting in a delay to the project and increase in the unitary charge.	2	3	6	AMBER	RETAIN	MITIGATE	1) Develop programme of approvals (complete) 2) Identify and prioritise key individuals and recognise holiday exposure by programming to avoid 3) Continued programme of CGC, SFC, SFT & SG engagement sessions has ensured readiness to process 4) Dialogue with SFC including early submission of core DP4 material (complete) to enable key approvals in line with programme 5) SFC have agreed delegated approval authority to Chief Executive 6) Dialogue with SFT including regular exchanges on KSR documentation to enable key approvals in line with programme	Apr-13
41 [	Delivery	CGC - Project Sponsor	Mismatch of service availability dates with optimum migration window	Planned Service Delivery Dates to meet optimuim migration window not met resulting in risk of moves taking place during term time.	3	2	6	AMBER	RETAIN	MITIGATE	Include key term dates & preferred migration windows in the IPD (Complete)     Validate and monitor programme and consequences of delay.	May-13
54 [	Delivery	CGC - Estates Director	Utilities disconnections	The risk that necessary contracts and processes will not be in place with utility providers to undertake disconnections causing delay to works	2	3	6	AMBER	RETAIN	ACCEPT	GLQ requested to articulate scope and programme of required disconnections, diversions reflecting their design and delivery proposals.     GLQ to agree detailed programme and responsibilities matrix for notifications, pre-orders etc     3) 1) and 2) to be included in CP's	May-13
14 (	Operational	CGC - Director of Finance	Changes in taxation (Corporation and Employers)	The risk that the scope and/or level of taxation changes leading to increased cost of providing services (only transfer post financial close) and an adverse impact on affordability.	3	2	6	AMBER	TRANSFER	ACCEPT	Only transfers post financial close.	Jun-13
65 T	Technical	CGC - Property Director	Amenity Space Requirements - Halls or Residence	Risk that planning authority requirements for amenity space for student accommodation may be far greater than currently anticipated.	2	3	6	AMBER	TRANSFER	MITIGATE	Condition 43 to Riverside Planning Permission refers     Appropriate amenity space is understood to have been provided by GLQ     GLQ to purify this Condition early	May-13
20 0	Commercial	CGC - Project Director	Preferred bidder withdraws pre Financial Close	The risk that the preferred bidder withdraws - resulting in delay and potentially compromising the procurement.	1	5	5	AMBER	RETAIN	MITIGATE	1) Robustness of PB and Reserved PB appointment letters (Complete) 2) Ensure PB has produced programme to FC and to monitor progress (Complete) 3) Arrange regular project Principals meeting with bidder for early warning 4) Maintain contingency plan - Understand required response / actions in the event of occurrence in terms of EU directives and have required contingency processes in place to allow project to go back to other bidder	Jun-13
56 C	Commercial	CGC - Project Director	SG Conditions for financial support	Failure to satisfy SG conditions for financial support leading to either failure to achieve FC or higher funding contribution required from the college.	1	5	5	AMBER	RETAIN	MITIGATE	Challenge conditions that are considered unreasonable or impractical     Track compliance with conditions on a regular basis with full reviews at interim bid and pre close of dialogue and DP4	May-13
67 0	Commercial	CGC - Project Director	Planning Judicial Review Risk	The risk that a challenge is raised by a third party against the Planning Authority that due process was not followed in the processing and granting of Planning Permission for the new campus. Causing delay which will be treated as a Works Compensation Event. If challenge is not addressed in 12 months EIB funding may be withdrawn. College carrying the risk for 3 months from decision notice. (27/3-27/6/13)	1	5	5	AMBER	RETAIN	MITIGATE	Encourage the submission of the planning application as soon as possible post preferred bidder appointment given that the threat of judicial review risk decreases as time passes post receipt of planning permission.  1. Encourage earliest feasible granting of planning consent (Complete) 2. CGC professional advisor (GVA) advice on robustness of GCC process (Complete) 3. Consider delay to FC if challenge raised prior to expiry of 3 month period from decision notice.	May-13
8 0	Commercial	CGC - Project Sponsor	The SFC is unable to provide the requested grant funding	The risk that the SFC cannot provide the requested £16.5M grant to fund project development costs or costs exceed budget for items eligible for SFC funding	1	4	4	GREEN	RETAIN	AVOID	Tightly manage grant conditions to ensure eligibility to make claim in full.     Provide SFC with profile of grant draw down as part of DP4     Profiling of grant to be agreed with SFC     Liaison with SFC in the context of Due Diligence and Funding Competition to secure a further level of comfort acceptable to funders	Apr-13

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9a Co	ommercial	G&T QS	Inflation exceeds TPI Forecast. Impact on affordability.	The risk that construction inflation is higher than forecast. This has an impact on the affordability.	1	4	4	GREEN	TRANSFER	ACCEPT	1) Prepare value engineering and scope reduction options if necessary. 2) Dialogue process designed to flag affordability issues. (Complete) 3) GLQ tender is fixed for 9 months from June 2013 3) Proactively monitor market conditions, anticipate changes and take measures to compensate 4) Ensure this risk is fully understood by stakeholders and carefully manage expectations	May-13
9b C	ommercial	CGC - Project Director	Inflation is less than TPI Forecast. Potential impact on affordability	The risk that construction inflation is lower than forecast and as a result funding from SFT is reduced.	1	4	4	GREEN	TRANSFER	ACCEPT	1) Prepare value engineering and scope reduction options if necessary. 2) Dialogue process designed to flag affordability issues. (Complete) 3) Proactively monitor market conditions, anticipate changes and take measures to compensate 4) Ensure this risk is fully understood by stakeholders and carefully manage expectations 5) Confirm £193.1m SG funding cap having regard to inflation with SFT (Complete)	May-13
32 C	ommercial	T&T - Bruce Barron	Cost of transfer of building fabric/asbestos risk (buildings to be demolished) exceeds budget allowances.	The risk associated with demolishing buildings, including asbestos risks, cannot be transferred at an economic price.	2	2	4	GREEN	TRANSFER	TRANSFER	Preferred bidder accepted risk     To be further reviewed once final due diligence reports received	May-13
36 De	elivery	CGC - Estates Director	Disruption to College business continuity	The risk that the construction of the new college has an adverse affect on the college operation To include migration related risks - NPD co moving equipment and impact on curriculum delivery within existing estate	2	2	4	GREEN	RETAIN	MITIGATE	1) College Estates and FM team fully integrated with GLQ delivery and migration team to jointly understand phasing plan requirements, dependencies and potential disruptions 2) Maintain regular communication on project status through Project Sponsor and Internal communications channels 3) Develop contingency programme to address potential delay to Financial Close with both bidders 4) Key roles of CGC Site Reps and Migration coordinator identified (Complete) 5) Weekly Estates liaison meetings being held GLQ/CGC	May-13
37 De	elivery	CGC - Estates Director	College obligations to deliver vacant possession	The risk that the college fails to migrate from their existing buildings to meet the project implementation timescales, leading to a delay and financial penalty	2	2	4	GREEN	RETAIN	MITIGATE	1) Site reps to manage non contestable service terminations to facilitate demolition 2) Develop migration and decant strategy to include all actions required to offer vacant possession and disposal of redundant items - including timely management and delivery of CGC internal decant projects 3) maintain high visibility of dependency and responsibility for managing College responsibilities and contingency plans 4) Agree transition plan with the HoR ensuring timeous decant from existing accommodation 5) Health and Safety risk covered under 42. 6) Mitigation per item 1) and 4) for risk 36 also apply	May-13
53 De	elivery	CGC - Information Systems and Learning Technologies Director	ICT does not work following handover	The risk that following a successful handover the ICT does not work and responsibility for maintenance has been transferred to College	2	2	4	GREEN	RETAIN	ACCEPT	1) Clear requirements for commissioning and testing are defined in the IPD and are subject to dialogue to confirm the strategic approach prior to bidders submitting testing and acceptance strategies as part of their interim bids. for commissioning and testing are being developed by the ISLT User Group and included in the IPD.  2) Warranty, maintenance and support requirements have been further refined and provided to bidders.  3) Reviewable Design as a distinct stage to ensure validation of solution added to process before handover of Riverside site and a similar approach before handover of city site.	May-13
55 Te	echnical	CGC - Property Director	FF&E Design integration	The risk that the design of the required infrastructure for legacy FF&E is not effectively integrated into the wider building design resulting in delays, increased costs during construction with risk of operational compromise at CGC risk	2	2	4	GREEN	TRANSFER	MITIGATE	1)FF&E scoping and allocation (grouping incuding that migrated) is robust in College Requirements (schedules/RDS etc) 2)GLQ have confirmed that all infrastructure, service and commissioning/handover requirements are included 3) Catalogue approach will retain basis for any necessary changes 4) CP's to include 2) and 3) above	May-13
57 C	ommercial	CGC - Project Sponsor	TUPE and Staffing Protocol	SG condition relating to adopting the staffing protocol leads to additional costs, delays and adverse impact bidders proposals	2	2	4	GREEN	RETAIN	AVOID	1) Develop future property function scope and operating model and confirm no staff within TUPE scope prior to IPD issue (Complete, no TUPE Transfers to be made) 2) Develop and manage transition plan to ensure changes to resources and roles are smoothly and effectively managed 3) Ensure appropriate "best practice", communication and consultation with staff and trade union (UNISON)	Jun-13
12 C	ommercial	CGC - Project Director	Operating costs negotiated as part of the NPD procurement exceed budget allowances	The risk that operating costs (FM and lifecycle) exceed allowances assumed within the DP2a	1	3	3	GREEN	TRANSFER	MITIGATE	Provide affordability guidance to bidders (provided within IPD) (Complete)     Tight control over price movement during PB stage	Jun-13
21 C	ommercial	CGC - Project Director	Bidders proposals are not affordable	The risk that essential project requirements are not affordable within the project budget parameters resulting in significant scope changes and/or programme extension	1	3	3	GREEN	RETAIN	MITIGATE	1) Provided affordability guidance to bidders.(Complete) 2) Clearly communicate this risk and manage stakeholders expectations 3) Maintain a detailed analysis of College Requirements prior to and during the bid process before ultimately agreeing a final FFE items schedule. 4) Continue to refine and confirm ICT scope, design and interface requirements throughout bid CD process 5) Detailed investigations into re-use of existing equipment as part of the ICT & FF&E strategy 6) Robust change management system that ensures full implications of changes are understood before implementation 7) Detailed proformae cost submissions during dialogue (Complete) 8)Require the undertaking of technical due diligence prior to close of dialogue and submission of final bids (Complete)	Jun-13

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15 Delivery	T&T - Bruce Barron	Network Rail approval causes delays or adds onerous commercial terms	The risk that Network Rail consent is not granted or imposes stringent conditions that cannot be transferred at an economic price to the contractor. Failure to secure the necessary approvals enables Network Rail to enforce their statutory powers to suspend works, leading to delays and increased unitary charge	1	3	3	GREEN	TRANSFER	MITIGATE	Key contact established in Network Rail and meetings have taken place between the College, Network Rail and the Bidders. (Complete)     PA achieves clear transfer of obligations and liabilities to NPDCo for design/construction works	May-13
34 Delivery	CGC - Project Director	Adverse logistical or resource impact of parallel major projects	The risk that other developments have an adverse effect on the project delivery due to competing resource demands.	1	3	3	GREEN	TRANSFER	MITIGATE	1) Understanding the Impact of Other Projects (during tender & Construction Period )     2) Ongoing dialogue to understand likely project interfaces	Jun-13
42 Delivery	CGC - Estates Director	Health & safety of staff, students and general public	Health and safety risks due to the proximity of the construction works to staff and students and the wider general public around the site.	1	3	3	GREEN	TRANSFER	MITIGATE	Undertake appropriate competency checks and formalise appointment of the Works CDM     Obligate NPDco within the PA to provide regular reporting and information on works, deliveries etc     College to be provided with CDM boundary drawings, phasing plans and access arrangements - particulary for decant     Create forum with GLQ on a weekly basis to understand disruptions.     Map out roles of the College and principle contractor	May-13
64 Delivery	CGC - Project Director	Scottish Water sewer upgrade unduly constrains the site, adds cost and/or causes delay or health and safety issues during construction.	There is a risk that CGC fail to reach an appropriate solution to the planned Scottish water sewer upgrade planned for the riverside site. Failure could result in a overly constrained site, and present logistical issues during delivery leading to increase costs	1	3	3	GREEN	RETAIN	MITIGATE	Scottish Water has provided the College with details of proposed works, detailing the nature of works, accurate drawings showing the location where the pipes will be installed. SW and CGC have agreed a window of access through to 31/12/13 during which SW's contractor will have access to carry out the works.     Bidder has agreed to work around the constraints required by Scottish Water. Bidder has no grounds for compensation unless Scottish Water breach their requirements detailed in 1.     Should Scottish Water breach their requirements they have acknowledged CGC's entitlement to compensation.	May-13
13 Technical	CGC - Property Director	College responsibilities for particular planning conditions give rise to delay.	The risk that purification of the particular conditions for which college are responsible extends the programme leading to an overall delay and increase to the unitary charge- noting that purification of virtually all conditions rests with GLQ	1	2	2	GREEN	TRANSFER	RETAIN	1) Establish Planning conditions as Bidder risk in IPD, ISFB and NPDco PA. 2) Volume 2 PA Clause 11 and Schedule 6 Section 1 requires the NPDCo to obtain all consents 3) Preferred Bidder Appointment Letter confirms acceptance of all contract and specification requirements 4) Planning Permission granted 27th March 2013 articulates all Conditions (45 for City and 44 for Riverside) of which the following ten are wholly or partly College dependent: City Condition 05 (part): refuse management City Condition 26 (part): servicing strategy City Condition 39 (whole) Travel Plan Riverside Conditions 06&07: refuse management Riverside Conditions 22& 24 (part): air quality/emissions &noise (ref Working Engine) Riverside Condition 34 (whole): out of hours access arrangements Riverside Condition 42 (whole): Operational and Management Plan for Halls of Residence 5) Agree overall programme with GLQ and responsbilities for purification of conditions	May-13
26 Commercial	CGC - Estates Director	Penalty for transfer of any existing continuing contracts (maintenance/leases etc)	The risk that continuing existing contracts cannot be transferred at an economic price to the NPD Co.	1	2	2	GREEN	RETAIN	AVOID	CGC Estates and Facilities Director confirmed no contracts will be novated or assigned. All existing contracts will expire before 2014 and any renewals will take cognisance of NPD procurement.	May-13

CLOSED

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18 C	ommercial	T&T - Bruce Barron	Cannot achieve risk transfer for retained structures - No retained structure so removed	Grant available agreed however risk remains since SFC cannot guarantee funding across full project term (to 2016/17)	0	0	0	GREEN	TRANSFER	MITIGATE	1) Set out clear tender requirements in IPD and use CD process and competitive tension to achieve risk transfer and value for money objectives 2) TADS to review existing surveys and identify what further information needs to be defined in order to facilitate building's transfer	Nov-11
		CGC - Project Director	Failure to complete the residual buildings disposal strategy and achieve target proceeds within the target timescales	The risk that disposal process fails to generate the assumed funding and/or there is a delay in the disposal strategy leading to additional costs associated with maintaining unoccupied buildings.	2	2	4	GREEN	RETAIN	MITIGATE	Develop disposal programme and manage as part of master programme     Maximise options for future uses by negotiating changes to land use designations with GCC. Proposal included as part of City Plan 3 response.     Market soundings ahead of the disposal process to test market conditions, disposal strategy and timescales	Aug-12
58 C	commercial	CGC - Project Director	Retention of Capital Receipts	Failure to retain capital receipts from the sale of surplus property resulting in an affordability shortfall	3	3	9	AMBER	RETAIN	AVOID	Seek clarification on the retention of capital receipts from the sale of surplus sites     The position is reflected in the DP3 affordability model.	Feb-12
59 C	commercial	CGC - Property Director	Area risk	Risk that satisfying the CGC Brief for Net Usable Area results in a Gross Area that exceeds anticipated construction costs	3	3	9	AMBER	RETAIN	TRANSFER	1) focus on college requirements in IPD including any explicit requirements for core and circulation over and above statutory 2) ensure submission requirements throughout CD include appropriate space analysis to aid tracking 3) provide clear drafting in Volume 2 on the area requirements and method of measurement to meet those requirements 4) IPD includes allowances that are consistent with recognised benchmarks.	Mar-12
60 C	commercial	CGC - Property Director	ICT/FF&E funding risk	Risk that DP2A assumptions on proportion eligible for NPD funding is reduced and those exposes CGC to increased funding	3	3	9	AMBER	RETAIN	MITIGATE	1) Focus on maximising NPD eligible elements in reviewing all FF&E and particularly big ticket items 2) carry out review against original assumptions well in advance of IPD 3) ensure cost reporting formats include fields for tracking funding allocation 4) Classify all FF&E and match it to funding constraints prior to issue of IPD	Mar-12
61 C	commercial	G&T QS	,	The risk is that the SFT baseline for TPI, which will be used to adjust the level of funding (up or down) is set too high.  Therefore likely that award will be adjusted down due to this high base line. This is a funding risk.	4	5	20	RED	RETAIN	MITIGATE	1) Seek clarification from SFT on the timing of any proposed adjustment. 2) SFT's BCIS figure is not published. Push to have this reduced more in line with current economic situation. 3) Monitor BCIS changes in TPI quarterly.	Feb-12
55 O	perational	CGC - VP Finance and Resources	Legislative/regulatory change having cost consequences: FE specific	The risk that FE specific changes to legislation/regulations lead to additional construction costs, and higher building, maintenance, equipment, or labour costs, in turn increasing the unitary charge	2	2	4	GREEN	RETAIN	ACCEPT	Requirement for flexible design to minimise disruption and cost of changes     Undertake watching brief with regard to relevant changes in law up to financial close.	Jun-12
56 O	perational	CGC - VP Finance and Resources	Legislative/regulatory change: non-FE specific	The risk that non-FE specific changes to legislation/regulations may lead to additional construction costs, and higher maintenance, equipment, or labour costs.	2	2	4	GREEN	RETAIN	ACCEPT	Requirement for flexible design to minimise disruption and cost of changes	Jun-12
2 T	echnical	CGC - Property Director	The FF&E budget does not meet operational needs	The risk that College requirements and aspirations for FF&E exceed available budgets	4	3	12	AMBER	TRANSFER	MITIGATE	1) Maintain a detailed analysis of College Requirements prior to and during the CD process before ultimately agreeing a final FFE items schedule.  2) The fully detailed analysis will define who is responsible for the purchase, transfer (if applicable) and installation of individual items required in the new estate and to also to manage future FFE spend on items which are to be transferred to the new Estate. This schedule demonstrates how costs will be funded from identified budgets.  3) Establish mechanism within project agreement to achieve flexibility between old / new without penalty.  4) Establish framework in PA with regard to adoption of existing, transfer risk.	Mar-12
11 T	echnical	CGC - Fares Samara	ICT budget is insufficient	The risk that ICT costs exceed available budgets and DP2A affordability assumptions	3	4	12	AMBER	TRANSFER	MITIGATE	1) Develop and approve affordable strategy before commencement of CD process 2) Continue to refine and confirm scope, design and interface requirements throughout the CD process 3) Detailed investigations into re-use of existing equipment as part of the FF&E strategy 4) Establish potential value engineering options as required to balance budget 5) Establish alternative operating and / or procurement model for ICT equipment 6) Robust change management system that ensures full implications of changes are understood before implementation (TTPM) 7) Robust change mechanism within Project Agreement 8) Risk transfer to NPDco as much as possible, subject to value for money	Apr-12

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3	Technical	CGC - Property Director	Failure to achieve College design expectations through the NPD procurement	The risk that the design proposals fail to meet the College's expectations.	1	2	2	GREEN	RETAIN	MITIGATE	Programme of affordability checks throughout CD process and preferred bidder stages.     Development of Quality Strategy and use of agreed Value Management framework.     Robust change management system that ensures full implications of changes are understood before implementation.     Robust change mechanism within Project Agreement     Programme of technical dialogue meetings with prescribed design related submission requirements     Selection of competent bidders	Jan-13
19	Commercial	CGC - Project Director	Bidder withdraws during Competitive Dialogue process	The risk that a bidder withdraws during the CD process resulting in loss of competitive tension	1	5	5	AMBER	RETAIN	MITIGATE	1) Undertake Robust Pre qualification process - Complete 2) Maintain contingency plan - Including provision within IPD2 that protects CGC right to invite bidder to rejoin dialogue during phase 2 (as reported to Project Board on 27/4/12) 3) Encourage bidders to bring concerns forward during CD process	Jan-13