

## **Project programme Impact Analysis**

In 2017, I was contacted by the Directors of a small contracting company that had previously carried out work for me, to ask my advice on an issue they had with a contractor they were engaged with.

Having visited their offices and carried out an investigative interview, we came to the conclusion that I would carry out a 'deep dive' into the project files and prepare guidance documents for them to use in the final account settlement negotiations.

As a small/ medium enterprise, (SME) the usual problem arises with too much work and not enough time, thus the possibility of them completing the investigation was not possible as there was not the time available.

To minimise costs and produce maximum effectiveness, I set about determining the type of Contract, the pre-ambles and any additional info relating to what they were to provide.

It became clear from the outset that although a draft Contract had been signed and sent to the head office for Client signature, no Contract had been returned to the Company.

Pre startup minutes were available, as was the original quotation, priced scope of works and particulars on prelims allowed for.

The issue that existed was that the Project was now at final account stage, Contractor records were at a minimum, Main Contractor Instructions and drawing changes had been emailed to my Client without Contractor Instructions attached so when the Final account was submitted from my Client, the Contractors records did not show Instructed change and as such the submitted final account values were vastly different.

From the initial enquiry it was established that the form of Contract was a back to back NEC3 option A, fixed price contract with activity schedule.

As can be the case with small Projects, the preliminaries needed to deliver these Contracts can sometimes be two to three times more than the value of the actual works, so during the Contract negotiation period, it was agreed that there would be shared prelims, particularly with project planning.

A clause 31 program was submitted with my Clients offer and a Clause 32 program returned from the contractor.

Towards the conclusion of the Project, the contractors facilitator left and as such information flow ceased to exist with information being emailed uncontrolled and eventually creating an impasse in contract value and rolling final account sums.

The Directors of the Company were and still are entirely capable to manage their business, so with the aid of the guidance notes, the record of evidence issued and available for the final account negotiations and the adjustment to the final account sum where certain items

had not been previously included, my Client were able to successfully negotiate and Agree a final account sum that gave them the value they needed to effectively cover expenditure and deliver the required profit.