

## STANDARD HEALTH CENTRE – NHS PROPERTY SERVICES

### APPENDIX B - COMPLETION, HANDOVER AND MAKING GOOD DEFECTS PROCEDURES AND PROCESSES

*This document has been compiled to reflect the adoption of various procurement routes (traditional & design and build) and Contract (JCT and NEC). The use of terms such as Practical Completion in lieu of Completion or Employer's Agent in lieu of Project Manager should be adjusted to suit on a project by project basis.*

*In the same way, specifics and complexities around validation of more acute clinical spaces (theatres, minor ops and imaging suites and the like) should also be adjusted accordingly on a project by project basis.*

#### COMPLETION AND MAKING GOOD DEFECTS

Practical Completion of a project will only be considered to have been achieved when a building / project is commissioned, with all systems fully operable and balanced and all defects and snags made good. Only minor immaterial defects may remain. If any do remain, the Contractor is put on notice that rectification of such will be very difficult due to the nature of the completed and occupied Healthcare Centre and access difficulties that will then arise.

Practical Completion will not be considered to have been achieved until:

- The relevant Statutory Requirements have been complied with and any necessary consents or approvals, which the Contractor is required to obtain have been obtained, including but not limited to:-
  - Building Control and any applicable Occupation Certification or the like
  - Public Health consent
  - Planning consent complied with in full, including all reserved matters relating to the Contractor
  - Fire Certification
  - Public utilities wayleaves and lease agreements signed off (if applicable)
  - Public utilities supplies inspected and signed off (if applicable)
  - Consent to erect illuminated signs (if applicable);
- The Contractor has complied with the requirements of the Principal Designer and the health and safety file and all operating and maintenance manuals, including manufacturers current literature for all components and guarantees and other documents referred to in the Employer's Requirements have been delivered to the Employer in accordance with the Employer's Requirements;
- Written confirmation received from the Contractor and the Novated Consultants that the Works have been completed, including outstanding snagging items;
- Written confirmation received from the Contractor and Novated Consultants that the Employer's Requirements have been complied with and met;
- It has been agreed that neither the existence nor the execution of any minor outstanding works would affect the use of the building;
- Temporary works have been removed adapted, altered or replaced as required;

- Any services, including incoming services and equipment that have been installed are in full working order and operate in accordance with the Contract;
- Four copies (two hard and two electronic) of the operating and Maintenance Manuals (Incorporating the Health & Safety File) and 'As Built' and as installed, drawings have been delivered to the Employer in accordance with the Contract (the two electronic copies are to be supplied on memory sticks only, and all BIM models in accordance with any agreed BIM protocol);
- Full testing and commissioning is complete (with all test data provided) and all mechanical, electrical, public health, lifts and facade cleaning systems have been proven and demonstrated to the Project Manager and / or Employer's Agent, the Consultants and the Employer Team (including Authorising Engineers) and that they meet the Employers Requirements;
- The key systems and installations are approved by the Employer team, including Authorising Engineers and the like, including:-
  - Medical gas (if applicable)
  - Air systems
  - Water systems
  - HV/LV electrical systems (to include flushing records, chlorination certificates and water RA with schematics)
  - Lift systems
  - NHS Property Services Fire Officer
  - NHS Property Services Infection Consultant Advisor;
- Completion, including commissioning, of specialist installation rooms;
- Test Certificates (for all installations) have been provided;
- Full building envelope leakage test results issued and demonstrate compliance with Building Regulations;
- Fire protection systems, including alarm systems, means of escape, signage, and fire-fighting equipment are complete, operational and demonstrated;
- Written confirmation received from the Contractor that the building has been constructed in accordance with all applicable fire standards and the like, including all fire stopping, fire doors and construction details generally and the like;
- The agreed and adopted Sustainability Strategy has been evidenced to have been met, with the exception of any outstanding seasonal commissioning and credits that are the responsibility of the Employer;
- A schedule of minor outstanding works and/or snagging items has been agreed;
- Meter readings taken of all incoming services;
- Full training and demonstration of all installations and systems has been given to the Employer's team, allowing suitable multiple sessions for some systems to ensure that all relevant staff are able to be trained;
- Survey of floors to demonstrate areas achieved completed and issued;
- Design warranties, product guarantees etc. signed and issued to the Employer;

- Labelled and filed keys, including all masters handed over;
- Details and locations of all tools and spares provided to the Employer (provided as detailed within the specification);
- Call out and emergency cover details for Contractor and Suppliers has been provided to the Employer;
- Schedule of any defective or non-compliant works completed and a programme for resolution of such agreed with the Employer;
- Snagging and defect resolution policy agreed and distributed to the Employer;
- Removal of all unwanted materials and debris;
- Cleaning; and
- All the items in this document relating to Practical Completion have been complied with, provided and/or met.

## **COMMISSIONING**

The Contractor will be required to allow sufficient time within the Contract programme for full commissioning of all building / project systems.

The Contractor shall appoint an appropriate project team member(s) to monitor and programme pre-commissioning, commissioning and, where necessary re-commissioning.

The Contractor shall ensure that the testing and commissioning of the completed installation is carried out in a timely manner and sufficiently in accordance of Practical Completion as to facilitate such witnessing and testing as may be required by the Employer

The Contractor is to prepare a schedule listing out all tests that are required to be completed for agreement with the Employer.

The Contractor is required to agree with the Employer a programme for the completion of the commissioning of the services installations. A minimum of seven days' notice is required to be given and such notice is to include details of the test and attendance requirements.

## HANDOVER

The Contractor in conjunction with the designers will supervise and co-ordinate closely the completion and handover of the project working to an agreed handover programme taking into account the following:

- **Pre-Handover:**

- **Facilities Management:**

- The Employers Facilities Management team is to be involved throughout construction, especially with regards to witnessing the closing up of services; the testing of all equipment and practise procedures (including fire alarms, panic alarms etc.) and understanding how the new building / project works.
    - In conjunction with the Employer's Facilities Management, the Contractor shall jointly agree a list of all required risk assessments that will be required to have been completed prior to handover.
    - By the agreed handover date the Employer's Facilities Management team is to be fully conversant with the new building / project.

- **IT:**

- 6 weeks prior to the handover date the Employer's IT teams (NHS Property Services and potentially BT) will need full unhindered access to the hub and switch rooms and the like, to commence works to the servers and the patching of IT equipment and this therefore assumes that all hub and switch rooms and the like, including all infrastructure works, will be complete at this time.
    - The Contractor will need to ensure that any phone lines required to commission lifts are installed in time for such works.
    - 2 weeks prior to handover access will be required for the installation of all IT equipment (docking stations, phones etc.) in locations as required by the Employer.

- **Handover:**

- O&M manuals and BIM handed over (if not before).

- **Post-Handover**

- **First 3 weeks post-handover:**

- The Contractor shall provide a skeleton crew for each site who will be available for the first 4-6 weeks after handover to assist the Employer's Facilities Management team with any snagging / operational issues.
    - The Contractor shall note the following activities will be carried out by the Employer's Facilities Management and IT Teams:

- Facilities Management will practice the running of and cleaning to all areas and practice deliveries of food / supplies etc (where applicable).
  - All linen and other items will be in place within the ward areas etc (where applicable).
  - Familiarisation of new building / project for staff and patients via numerous visits to all areas. To include an overnight stay and “dummy shift” (where applicable).
  - The Employer’s IT teams (NHS Property Services and potentially BT) will be floor walking with staff as part of the familiarisation of the building / project and sorting out any issues.
  - Testing of all equipment and practice procedures – fire alarm, panic alarms, etc.
  - Completion of risk assessments as required.
- **Patient and Staff Decant:**
    - The Contractor shall note the following:
      - Week 4 (possibly week 5) is to be the actual patient / staff move in week.
      - The physical move of patient / staff equipment and personal items shall be completed by the Contractor.
      - The patient / staff moves will be by NHS Property Services, with one dedicated Project Manager per building supported by the NHS Property Services security.
      - The general principle will be one ward move per day, possibly two teams a day (tbc). Equipment will be moved in the morning, with patients moving in the afternoon (where applicable).
      - Generally patients will not be moved on Monday’s or Friday’s.

The objective is to programme the required handover activities, to achieve a co-ordinated and satisfactory completion of all work phases, in conjunction with the Employer’s Facilities Management and IT Teams.

Handover will only take place when Practical Completion has been achieved as set out above.

## **SOFT LANDINGS**

The Contractor shall comply with the latest Government Soft Landings protocols generally.

## **QUALITY INSPECTIONS**

The Contractor must ensure that quality inspections are carried out during the construction phase. The Contractor must prove to the satisfaction of the Employer that the works are being completed to the quality standards agreed with the Employer.

A report must be provided by the Contractor after completion of every inspection, commenting on the manner in which the works are being progressed and any aspects of work which requires the Contractor to alter standards or methods. The Contractor must issue written confirmation of compliance with the aspects of work that were to be altered in accordance with the Quality Control report.

The Employer may employ a Supervisor and/or Clerk of Works to assist them in this process if required.

## **SPECIALIST ROOMS**

The following processes apply to specialist clinical areas including MRI, CT, X-Ray, Pharmacy and Dentistry:-

- The Employer will be employing specialist turn-key providers to fit out these rooms.
- The Employer will also be employing specialist equipment suppliers who will be delivering and installing medical equipment throughout the Clinic.
- These specialist fit-out works will be carried out in advance of and will be a pre-requisite to Practical Completion (where any delays thereto are in the control of the Contractor).
- The Contractor shall act as the Principal Contractor under the CDM Regulations for the whole site, including these fit-out works and will co-ordinate the works and provide general attendance as required accordingly.
- The Contractor shall allow sufficient time in his programme for these works to be carried out ahead of Practical Completion. The Employer will advise on the likely fit out timescales that will be required for each installation.
- The Contractor shall advise on the latest date the details of the preferred equipment is required by, in case that has an impact on the base-build and services requirements generally.

## **PROJECT CLOSE-OUT AND AUDIT PLAN**

On Practical Completion and handover of the building / project (or phases or sections thereof), the Employer will undertake operational commissioning ready for clinical use. This will include installing and commissioning, testing, etc. as necessary the Group 3 fittings and equipment and training staff in the use of new equipment etc.

## MAKING GOOD DEFECTS PROCEDURES GENERALLY

Make arrangements with the Project Manager and give reasonable notice of the precise date for access to the various parts of the Works for purposes of making good defects. Inform the Project Manager when remedial works to the various parts of the Works are completed. The Contractor may be required to carry out remedial works at any time during the defects correction period as instructed by the Project Manager. The Contractor shall allow for importing labour, plant and materials for the purposes of making good defects after Completion.

The following timescales are to be considered as “reasonable” for remedial works to commence on site following notification.

- |    |  |   |  |
|----|--|---|--|
| 1. | Total failure of any part of the mechanical, electrical, and public health installations which affects the operational use of the Works and/or any defect considered by the Project Manager to be placing either, life at risk of injury or death, or property at risk of significant loss, directly or consequentially. | - | within 3 hours<br>(1 hour when Contractor is on site during any successive phases) |
| 2. | Other defects in the mechanical, electrical and public health installations  | - | within 24 hours  |
| 3. | Any other defects requiring attention  | - | within 14 working days   |

The Contractor shall note that handover of the building (or any phase of the Works) will be followed by immediate occupation and use of the completed facility.

The Contractor will not be allowed access for the purposes of making good defects during the normal working hours of the Healthcare Centre for reasons of contamination, cross infection and operational continuity.

The extent and nature of any works by the Contractor after handover will be limited by and subject to the Healthcare Centre’s operational needs.

All access will be to the approval of the Project Manager. Approval will only be given after receipt of a statement detailing the type, nature and location of works to be undertaken.

Notwithstanding any other matter, making good defects with the exception of 1. above are therefore to be carried out between 17.00 hours and 23.00 hours Monday to Friday and/or between 07.00 hours and 23.00 hours on Saturday and Sunday. Should work after handover, including rectification of defects require (in the opinion of the Healthcare Centre) re-commissioning of part or the whole of the facility, the Contractor will be notified to this effect.

The Client reserves the right to set off the cost of re-commissioning, including clinical cleans and micro-biological testing, against any payment to the Contractor.

In the light of the above, defects must be kept to a minimum.

The Client will make every reasonable effort to notify the Contractor of defects in category 1 above, but in the event of such contact not being practicable, or rectification not being obtainable, reserves the right to pass the repair to others to enable rectification in the same working day as the occurrence of the defect. Such arrangements shall not affect any liability of the Contractor to pay for such repairs or making good.

Defects notices will carry details of the urgency of the action required.

Should the remedial works not be carried out in the stipulated period without prior adequate explanation and written agreement to any delay, such works may be passed without notice to others for rectification and the cost deducted from any monies outstanding to the Contractor.

The Contractor shall provide names and emergency telephone numbers at Practical Completion for any sub-contract plumbers and/or mechanical and electrical engineers employed on the Works, to whom contact should be made in cases of need during the Defects Correction Period.