

[REDACTED]

From: Goldsmith, Susan [REDACTED]@nhslothian.scot.nhs.uk>
Sent: 19 October 2018 12:26
To: [REDACTED]
Cc: Graham, Iain; Peter Reekie; Currie, Brian
Subject: RE: RHCYP - BYES FM Helpdesk / CAFM Demonstration to HFS/SFT

[REDACTED]
works to

Many thanks for your time on Monday and this comprehensive summary what will be required if we agreed be finalised post completion.

[REDACTED]

Susan

From: [REDACTED]@scottishfuturestrust.org.uk]
Sent: 18 October 2018 17:58
To: Goldsmith, Susan
Cc: Graham, Iain; Peter Reekie; Currie, Brian
Subject: RE: RHCYP - BYES FM Helpdesk / CAFM Demonstration to HFS/SFT

Susan

When we spoke on Monday, we discussed the topic of potentially unfinished works at handover and I thought that it might be helpful for me to summarise the issues that we discussed.

Brian's email says the schedule of these works is being constantly altered due to a number of factors [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

[REDACTED]

[REDACTED]

In case of RHSYP/DCN there is no phased completion included in the contract and that assumes that all works will have been completed prior to the issue of CPC . [REDACTED]

[REDACTED]

Whilst the amending documentation would need to reflect what is finally agreed, consideration should be given to the following matters (and ProjectCo includes its subcontractors) :

1. Identification of the Works for which Project Co are responsible for completing by CPC, but have not done so;
 2. Dates for completion of all outstanding matters identified above as being incomplete, including the appropriate method statements for carrying out the remedial works;
 3. The procedure for inspecting and certifying each aspect of the works as complete;
 4. Details of the dates and times that access will be required by Project Co to the Site and the methodology for ensuring that Project Co does not interfere with the Board's commissioning or use of the building nor that the Board interferes with the carrying out of the works; ProjectCo might also need to consider the interface between Multiplex and BFM given that the Services will commence from the issue of CPC;
 5. Flowing from the above, any potential impact that the outstanding matters will have on the Board's use of the Facilities or the performance of the Services from the Facilities should be considered and catered for;
 6. The process for recording any outstanding works;
 7. Details of who is responsible for maintaining the applicable insurances until completion of the outstanding works and any related issues with the reinstatement provisions in the contract;
 8. Amendment of the IT's appointment to reflect issue of CPC without all of the works having been completed;
 9. Importantly, as we discussed on the phone, it would need to be clear what remedies are available to the Board if all of the works are not properly completed on time or, indeed, not carried out as envisaged, for example if the Building is not Available for commissioning or other use. Conversely, if the Board is agreeing that the works can be carried after issue of CPC then Project Co will not expect the deductions to be levied because the works are not complete, though part of the discussion might be around when and to the extent that the unitary charge, or other amounts due by the Board, will be payable. The Board should also consider whether the level of deductions (or other remedies) to be levied if the works are not completed on time need to be altered to reflect the impact on the Board and/or cost of completion and whether the Board should have right to complete the works at Project Co's cost. As I said the paymec is designed on the basis that all works have been completed prior to the issue of CPC. The drafting will need to ensure that the exclusive remedy clause does not cut across what is agreed.
 10. The interface with the reporting of Service Events to the Helpdesk should be considered and as we discussed on the phone, subject to any specific amendments all issues that are Service Events or breach the Service Quality standards should be reported to the HelpDesk from day 1 onwards.
- [REDACTED]

[REDACTED]

Donna

[REDACTED]
Senior Associate Director

[REDACTED]
Scottish Futures Trust

This email is sent in confidence for the addressee only. If you believe you have received this message in error please notify the originator. Scottish Futures Trust Ltd accepts no responsibility for any loss or damage resulting directly or indirectly from the use of this email or the contents. Scottish Futures Trust Ltd reserves the right to monitor and retain e-mail messages sent to and from this address for the purposes of ensuring its effective operation. Scottish Futures Trust Ltd is registered in Scotland no. 348382 at 11-15 Thistle Street Edinburgh EH2 1DF.

From: Currie, Brian <brian.currie@nhslothian.scot.nhs.uk>

Sent: 15 October 2018 12:40

To: [REDACTED]@scottishfuturestrust.org.uk>

Cc: [REDACTED]@nhslothian.scot.nhs.uk>; Graham, Iain [REDACTED]@nhslothian.scot.nhs.uk>;

Davidson, Stuart X [REDACTED]@nhslothian.scot.nhs.uk>; Goldsmith, Susan

[REDACTED]@nhslothian.scot.nhs.uk>; Peter Reekie [REDACTED]@scottishfuturestrust.org.uk>

Subject: RE: RHCYP - BYES FM Helpdesk / CAFM Demonstration to HFS/SFT

Importance: High

[REDACTED]

Taking your requests in your email of 31st July first:

Snagging

The Board believe the IT is well aware of the PA definition of "snagging" and that it is at his sole discretion what an acceptable list would look like.

However, we are informed by MPX that they aim to have zero defects (presumably they mean snags also) at completion.

Post completion works

The schedule of these works is being constantly altered due to:

- activities which were previously post completion now pre completion given the completion date remains at large.
 - confirmation of all Board Changes from IHSL
 - confirmation of implementation programme from IHSL for remaining Board Changes
 - MPX's management of Ginko and ATD Works
- █

- progress with Imaging Turn Key Contractors
- ongoing negotiations with IHSL in relation to any Settlement Agreement.
- who the Principal Contractor will be (a request has been with IHSL for clarity on this for months)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Regards

Brian

Brian Currie
Project Director - NHS Lothian
RHSC + DCN Site Office
Little France Crescent
Edinburgh
EH16 4TJ

T: [REDACTED]

[REDACTED] [@luht.scot.nhs.uk](mailto:[REDACTED]@luht.scot.nhs.uk)

PROUD | NEW
HISTORIES | CHAPTERS