



Health and Government Facilities Division
Health Facilities Branch

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Month Day, Year

Project ID:

< Name>, <AHS Zone Executive Lead/Senior Director>
<Organization>
<City> <Province> <Postal Code>

Dear < AHS Zone Executive Lead/Senior Director >:

**Re: PROJECT LOCATION AND BUILDING NAME and contract title
Facility Handover Date**

[for new facilities, complete handover] I am writing with respect to {Project Name} to confirm the Handover Date and occupancy of the new facility by Alberta Health Services (AHS) effective {Enter Date}, as discussed with your AHS team. This letter will serve as our confirmation and your agreement of various aspects respecting the handover.

OR

[for new facilities, partial handover] I am writing with respect to {Project Name} to confirm the Handover Date and occupancy of part of the new facility by Alberta Health Services (AHS) effective {Enter Date}, as discussed with your AHS team. The portion of the facility being handed over includes the following area(s): *[describe, using program area names, room numbers, or other easily understood references that link back to other documents]*

This letter will serve as our confirmation and your agreement of various aspects respecting the handover. Please review and if you are in agreement with the content, please sign, date and return the signed letter to {Project Director}, at the above address.

a) Insurance:

- *[for new facilities, complete handover]* The project achieved Substantial Performance on *[date]*. Alberta Infrastructure (Infrastructure) will be canceling the Course of Construction insurance effective on the handover date.

OR

- *[for new facilities, partial handover]* Alberta Infrastructure (Infrastructure) will continue to carry Course of Construction insurance for the total facility until substantial performance, as defined under the *Builders' Lien Act* RSA 2000 c.B-7 ("Substantial Performance"), is realized and confirmed in writing between Infrastructure and the Construction Manager. Infrastructure will typically notify Alberta Health Services a minimum of thirty (30) days prior to Substantial Performance.
 - For this project, the anticipated Substantial Performance date is *[date]*.

- *[All]* Infrastructure will carry Wrap-up/Liability Insurance until Total Performance, which is estimated to be *[date]*. This date will be reviewed as construction activities are finalized in the coming months.
- *[All]* Upon the handover date of the facility, AHS will carry insurance for the building, contents and site.

b) Warranties:

- *[for new facilities, complete handover]* All warranties related to this project have been written in the name of AHS effective the date of Substantial Performance, and provided *[within the Operation and Maintenance manuals]* OR *[to the Facility Maintenance & Engineering (FM&E) representative]* OR *[other]*.

OR

- *[for new facilities, partial handover]* Infrastructure will formally transfer all building system warranties to AHS prior to final handover of the facility. Infrastructure will advise all companies to work with AHS throughout the warranty period consistent with previous expectations for work completed for Infrastructure, as well as recognition that warranty work may be required outside normal business hours including weekends and night.

c) Manuals and Record Drawings and Other Turnover Items:

- *[for new facilities, complete/final phase handover]* Infrastructure will ensure that all manuals and manual inserts for building systems are provided to AHS by the Construction Manager no later than *[date]* and that all record drawings for the project are provided to AHS by the Prime Consultant no later than *[date]*. Infrastructure will also ensure that all items identified within the construction specifications for turnover to occupants (spare parts, etc.) are handed over to AHS by *[date]*.

OR

- *[for new facilities, partial handover]* Infrastructure will ensure that all manuals, testing and commissioning documentation, and record drawings for the areas occupied by AHS staff and for the building systems are provided to AHS by the Construction Manager no later than *[date]*, with as-built drawings provided by *[date]*. In the interim, red-line drawings will be provided to AHS for these areas no later than *[date]*.

d) Completion of Prime Contractor Responsibilities:

- *[for new facilities, complete handover]* As the complete facility is being handed over, the Construction Manager has fulfilled their Prime Contractor responsibilities and AHS is responsible for ensuring compliance with the Occupational Health and Safety legislation and policies within the transferred facility.

OR

- *[for new facilities, partial handover]* As the facility is being turned over to AHS in phases, the Construction Manager will retain Prime Contractor responsibilities for those phases that remain under Infrastructure's management until such time as each phase is transferred to AHS. Following handover of each phase, AHS is responsible for ensuring compliance with the Occupational Health and Safety legislation and policies within the completed and transferred phases of the facility.

e) Operations and Maintenance of the Building and Site:

- *[for new facilities, complete handover]* As of the handover date, AHS will be responsible for the operation and maintenance of the facility, including, but not limited to the following:
 - Utilities;
 - Maintenance of the space and its systems;
 - Custodial services;
 - Building and Site Security; and

- Waste management.

OR

- *[for new facilities, partial handover]* As the facility is being turned over to AHS in phases, the Construction Manager will retain responsibility for those phases that remain under Infrastructure's management until such time as each phase is transferred to AHS.

Utilities

- *[for new facilities, partial handover]* Infrastructure agrees to pay for all utility costs until all areas achieve Substantial Performance. Following Substantial Performance, AHS agrees to assume all utility costs for the facility incurred after the date of Substantial Performance.

Exterior Maintenance

- *[for new or expanded facilities]* Infrastructure will undertake to complete landscaping of the exterior grounds (lawns, trees, etc.) on the site by *[date]*. Following Substantial Performance, completion of landscaping by Infrastructure as agreed herein and handover of the total site, AHS agrees to assume responsibility for lawn maintenance, snow removal and other associated works.

Custodial Services

- *[for new facilities, partial handover]* Upon handover of each phase of the facility, AHS will have responsibility for all interior housekeeping and associated costs incurred on after the effective date of each handover. Infrastructure will ensure the various phases of the facility are appropriately cleaned prior to handover of each phase. Should construction activities occur in an area that has been turned over to AHS, Infrastructure will ensure that the construction team leaves the area in a similar state of cleanliness as when the work commenced.

Building and Site Security

- *[for new facilities, partial handover]* Effective *[date]*, AHS is responsible for the provision of security services within the areas of the facility that are turned over. As new areas are handed over, AHS will expand the provision of security services to those areas.

Waste Management

- *[for new facilities, partial handover]* Infrastructure will continue to manage construction and other waste in those areas that have not been turned over to AHS until Substantial Performance and handover of the facility is achieved. AHS is responsible for waste management within areas that have been, and will be, turned over effective on the date of such turn over.
- Infrastructure will continue to be responsible for any construction waste associated with deficiency rectification post substantial completion.

Parking on Site

- *[for new facilities, partial handover]* Parking on site will be managed using a phased-in approach, as outlined in the Post-Occupancy Plan. As the Post-Occupancy Plan is being updated on an ongoing basis, both parties agree to abide by the agreements reached and documented during the Post-Occupancy meeting. Reference should be made to the latest version of the Post-Occupancy Meeting minutes to ensure compliance with the latest version of the Post-Occupancy Plan.

Signage (Exterior and Interior)

- *[for new facilities, partial handover]* Infrastructure agrees to provide all signage as outlined in the design drawings and agreed to by both parties. Following Substantial Performance and handover, AHS will be responsible for all signage requirements, with the exception of any deficiencies identified as part of the handover process.

Access

- *[all projects]* AHS agrees to provide access to construction staff to address outstanding deficiencies in areas that have been turned over to AHS. It is acknowledged that those construction staff will be required to adhere to AHS' security restrictions, infection prevention and control policies and practices, and occupational health and safety requirements.

f) *[where applicable]* Helipad

- It is agreed that AHS will not use the Helipad for transport of patients until it is certified by Transport Canada.
- In the interim, there is the potential for early use of the helipad for emergency landings by external organizations or for the transport of AHS medical staff to other sites. In this regard, AHS agreed to accept all liability associated with the use of the helipad prior to the complete turnover of the facility. Infrastructure and AHS agree to undertake future meetings to develop a clear strategy for use of the helipad and development of an appropriate communications plan.

g) Disposition of Surplus Equipment and Materials:

- *[for new facilities, complete handover]* Infrastructure will ensure the relocation of surplus equipment and materials currently located on site as soon as practicable.

OR

- *[where applicable]* Infrastructure will identify any minor surplus materials and advise AHS of any materials that are available for use in your operations. AHS will obtain Infrastructure's approval to transfer such materials prior to removal from the work site.
- Infrastructure will ensure the relocation of the surplus equipment and materials currently located *[location]* by *[date]*. Infrastructure will also ensure that the area where the surplus equipment and materials are currently located is restored *[OR landscaped, paved, etc.]* to match the surrounding area.

h) Contractor Installation of Furnishing and Equipment Related Items:

- *[for new facilities, complete handover]* The installation of equipment supplied by AHS and in the contractor's scope of work is fully completed.

OR

- *[for new facilities, partial handover]* As the installation of equipment is not yet fully completed, there will be instances where the contractor will be required to provide installation services of specific items in areas that have been completed and turned over to AHS. In such cases, Infrastructure acknowledges that the construction staff will be required to adhere to AHS' security restrictions, infection prevention and control policies and practices, and occupational health and safety requirements.

i) Presence of Alberta Infrastructure and Construction Staff on Site:

- *[for new facilities, complete handover, remove this section if not required OR retain and include the last bullet]*
- *[for new facilities, partial handover]* In order to complete all construction activities, it is anticipated the construction staff will be on site until *[Season] [Year]*. The actual date will be dependent on the completion and handover of all phases of the facility and completion of all deficiencies to the satisfaction of all parties. AHS agrees to provide access to construction staff into completed areas of the facility under AHS governance for the purpose of undertaking completion of any outstanding deficiencies. As noted previously, while in areas of the facility that are under AHS management, construction staff will be required to adhere to AHS's security restrictions, infection prevention and control policies and practices, and occupational health and safety requirements.
- It is also acknowledged that Infrastructure staff will also be on site until *[Season] [Year]*. AHS agrees that upon reasonable prior notice accommodation for Infrastructure's project team will be provided until that date. Both parties agree to identify space requirements that meet the needs of both parties.

OR

- It is also acknowledged Infrastructure staff will also be on site from time to time and will be provided with access privileges as necessary.

j) Other Requirements:

- *[all projects]* Infrastructure will coordinate pre-occupancy reviews with AHS' clinical leads, the Infrastructure Project Manager and the construction management team. These reviews will be contoured based on the clinical move-in schedule; although all will work will be complete no later than *[Month] [Year]*.
- Infrastructure will document any identified deficiencies during pre-occupancy reviews and will verify that all have been rectified prior to Infrastructure and the construction team leaving the project site.
- AHS will be responsible for all scope changes that are identified outside the defined scope of work or signed-off project design or construction documents.

We are pleased to hand over this *<facility> <portion of the facility>* to AHS, and appreciate the on-going support and assistance from yourself and AHS staff. Should you have any questions with respect to the above, please contact {Project Director}, {Phone Number}.

Sincerely,

<Name>
Executive Director
Health Facilities Branch

cc: < Name> Project Director, Health Facilities Branch, Alberta Infrastructure
< Name> Senior Risk Analyst, Alberta Treasury Board and Finance
< Name> ADM, Alberta Health
< Name> AHS Asset Management

[Ensure that RMI (David E. Hill and Lisa Knull) are provided with a copy of the letter – no need to include in the cc. line]

Agreed

< Name>, <AHS Zone Executive Lead/Senior Director>
Capital Management, Alberta Health Services

Date