

POST PRACTICAL COMPLETION DEFECTS / MAINTENANCE PROTOCOL

1 PURPOSE

A Certificate of Practical Completion for the Works may be issued in accordance with the AS contract. The Certificate will be accompanied by a Defects Schedule which will be the responsibility of the Contractor to rectify. All defects to be undertaken by the Contractor's Nominated Subcontractors are to be coordinated by the Contractor.

The purpose of this Protocol is to effectively manage the process of ensuring that new defects are properly identified, and the Contractor and Nominated Subcontractors attend the site to carry out repairs and maintenance in accordance with the Site operational requirements.

Defects will be evaluated by the Principal and brought to the attention of the Contractor via a Defect Notification Form. Defects and routine maintenance items are to be dealt with in an efficient and effective manner to ensure minimal interruption to Site operations.

This protocol is to cover all Defect repairs and Contractor Maintenance items.

2 DEFINITIONS

Contract	The contract entered into between the City of Karratha (CofK) and the Contractor for the construction of the project.
Contractor	Appointed Contractor, their employees or nominated subcontractors.
Contractor Maintenance	All routine maintenance, inspections, testing and servicing to be undertaken in accordance with the Contract entered into between the Contractor and the CofK.
Defect	<p>An item which has not been completed in accordance with the Contract documents i.e. plans, specifications and approved variations which is deemed within the terms of the Contract to be a matter to be rectified by the Contractor, at no cost to the CofK, or;</p> <p>An item which was completed in accordance with the Contract documents i.e. plans, specifications and approved variations which has since become defective and is deemed within the terms of the Contract to be a matter to be rectified by the Contractor at no cost to the CofK.</p>
Defect Request	A request for defect rectification submitted by the Principal.
Nominated Subcontractor	The Contractor's nominated trades for Defect Rectification at the Site.
Principal	City of Karratha.

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Principal's Maintenance

Any activity – such as tests, measurements, replacements, adjustments and repairs — intended to retain or restore a functional unit in or to a specified state in which the unit can perform its required functions, or;

All action taken to retain material in or to restore it to a specified condition. It includes: inspection, testing, servicing, classification as to serviceability, repair, rebuilding, and reclamation, or;

All supply and repair action taken to keep a force in condition to carry out its mission; or

The routine recurring work required to keep a facility (plant, building, structure, ground facility, utility system, or other real property) in such condition that it may be continuously utilised, at its original or designed capacity and efficiency, for its intended purpose.

Site

As identified in the Scope of Works

3 DEFECT IDENTIFICATION AND EVALUATION

Defects Identification Sources

Identification of defects may originate with the Principal's staff, a tenant or the public. The Principal will enter all advised defects onto a Defect Notification Form register.

Principal's Evaluation

All Defect Requests will be evaluated by Principal during the Defect Liability Period. An evaluation will be undertaken within a reasonable time to assess if they constitute a Defect or are a Principal's Maintenance item.

In the event that the request is evaluated as being a Defect it will be forwarded to the Contractor via a Defect Notification Form and administered in accordance with the relevant AS contract.

The Principal will maintain a Defect Notification Form register which will be issued periodically to the Contractor to track defects status and resolution. The Contractor will use the register and completed Defect Notification Forms as their method of Defects reporting the status of outstanding Defect items.

In order to assist this process, the relevant importance of the Defect shall be defined utilising the table below.

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Risk Level of the task	Description of the task and/or risk	Priority Number	Response Time
Very High – Level 4	Very High level of risk to operations, safety and security and high potential of causing serious harm and non-compliance if not actioned, or; day to day operations, compliance and functionality of the asset is affected, or; Intolerable financial, commercial and reputational risk.	1	Address within 3 hours of notification
High – Level 3	High level of risk to operations, safety and security; difficult to isolate and causing disruption to day to day functionality and compliance. If left un-actioned further damage or escalated risk or non-compliance has the potential to result of cause harm. Unacceptable financial, commercial and reputational risk.	2	Address within 5 hours of notification
Medium – Level 2	Medium level risk to operations, safety and security. Can be isolated to not cause disruptions to day to day functionality. Acceptable financial, commercial and reputational risk.	3	Address within 5 working days of notification
Low – Level 1	Low level of risk to operations, safety and security. Response can be included as part of the next site visit by appropriate trade. Manageable financial, commercial and reputational risk.	4	Include in assessment for programmed works

4 DEFECTS MANAGEMENT

Responsibility

The responsibility for effectively managing the rectification of Defects rests with the Principal and the Contractor.

The Principal and Contractor will maintain effective lines of communication for the processing and completion of defects.

Any issues with any of the systems must be notified to Contractor who will organise rectification by the sub-contractor.

Defects Process – During Office Hours

- 1 All Issues are to be reported in writing to the Principal's nominated administrator who will enter each item on the defect list.
- 2 All Defects will be evaluated by the Principal.
- 3 In the case of risks identified as per the Principal's Risk Matrix as Priority 1 or 2,
 - a. and they are evaluated as a Project Defect the Contractor will be notified immediately either verbally or by brief email and then;
 - b. later followed by a Defect Notification Form.
- 4 In the case of risks identified as per the Principal Risk Matrix as Priority 3 or 4,

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- a. and they are evaluated as a Project Defect the Contractor will be notified via a Defect Notification Form.
 - i. A priority and response time will be given as per section 3.
 - b. if not evaluated as a Project Defect the Principal will refer the maintenance back to the internal processes to be addressed in accordance with organisational processes.
 - i. Where maintenance items require work that may affect the Contractor or Nominated Subcontractors warranties, the Principal will nominate the Contractor's Nominated Subcontractor to be used to carry out the maintenance, in lieu of the Principal's preferred supplier. Fees for this maintenance items work will be borne by Principal.
- 5 The Contractor will ensure rectification is carried out within the specified timeframe.
- 6 The Contractor will report to the Principal when the works are complete, providing written information on the Defect Notification Form as to why the defect occurred, and how it was rectified.

Defects Process – Out of Office Hours Urgent Issues

- 1 In the case of risks identified as per the Principal's Risk Matrix as Priority 1 or 2, that are deemed to be a Project Defect:
 - a. the Contractor will be notified immediately either verbally or by brief email;
 - b. the Principal will contact the Nominated Contractor Emergency contact to arrange the defect repair; and
 - c. the Principal will provide the Contractor (next working day) a Defect Notification Form.
- 2 Priority 1 or 2 Defects are classified as urgent, requiring out of hours' rectification:
 - a. The Contractor is to rectify the Defect within the given timeframe.
 - i. In the event that the Contractor is unable, unwilling or unable to be contacted to carry out the Defect Repair within the given timeframe, the Principal are to use the Principal preferred provider; the cost of which will be on charged to the Contractor. This will be subject to warranty information that will be provided to Principal.
- 3 If the Principal preferred provider carries out the afterhours defect works, the Principal will advise the Contractor via the Defect Notification Form and also provide written information on the Defect Notification Form as to why the defect occurred, and how it was rectified.
- 4 The Principal will on charge the cost of rectification to the Contractor. On presentation of a tax invoice, the Contractor will pay the Principal's incurred costs.

Defects Process – Reconciliation

Regardless of the defects process i.e. During Office Hours or Out of Office Hours Urgent Issues: -

1. The Principal will use best endeavours to evaluate to determine if the item is a Project Defect or a Principal's Maintenance item.
2. All items will be recorded on a Defect Notification Form and register
3. The attending Nominated Subcontractor will complete the Defect Notification Form with details of
 - a. investigation and action recommended

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- b. works carried out
- c. further actions required
4. If the item is evaluated as a Project Defect the Contractor will be advised as described above
 - a. If the Contractor believes the issue is actually a Principal's Maintenance item, the Contractor will advise the Supervisor in writing including providing the cross claim cost that maybe subject to recovery from the Principal.
5. If the item is evaluated as a Principal's Maintenance item, it will be referred back to the Principal's internal processes to be addressed in accordance with organisational processes.
 - a. If the Principal believes the issue is actually Defect the Principal will advise the Contractor in writing including providing the cross claim cost that maybe subject to recovery from the Contractor.

In addition to any claims by the Principal for the cost of rectification from the Contractor for an urgent out of hours' repair (as detailed in Out of Office Hours Urgent Issues Point 5 above); the process of reconciliation of cross claims relating to 4a and 5a will be consolidated into one process whereby off sets will allow the reconciliation process to determine if the Contractor or the Principal presents a tax invoice to the other party.

5 DEFECT REPORTING

The Contractor will regularly follow up with their Nominated Subcontractors to ensure timely rectification of Defects.

The Contractor will issue a completed Defect Notification Form for each issue and a completed Defect Notification register report to the Principal at regular and agreed intervals as to the status of outstanding Defect items. The report should include, as a minimum:

- Reported date of Defect
- Defect description
- Defect location
- Work undertaken to date
- Remaining work to be completed
- Issues that have presented in repairing the Defect
- Estimated Defect Rectification date
- Defect Status (Open / Closed)
- Actual Defect Rectification date
- Details of cost responsibility

After the Contractor advises the Principal of the closing out of a defect i.e. after the Actual Defect Rectification date, the Principal will reinspect the defect to confirm, or otherwise, that the defect is complete.

6 EMERGENCY CONTACTS

The Contractor nominates the following as their 24 hour contacts who can be reached in the case of emergency:



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Emergency Contact # 1

Name:

Work Phone:

Mobile:

Email:

Emergency Contact # 2

Name:

Work Phone:

Mobile:

Email:



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7 SITE ACCESS

The Contractor shall complete works in accordance with Occupational Safety and Health best practice, Principal's security protocols and inductions apply as required for conducting work activities undertaken on Site.

The Principal may direct works to stop at any time after assessing and recording an issue, incident or risk, if it is the opinion of the Principal that safe work practices are not being implemented by the Contractor, or in instances where the Principal believes that members of the public or the Principal's employees are at risk as a result of the works. The stop to works will be at the Contractor or Nominated Subcontractor's cost.

Notification of Pending Works

Prior to arrival on Site, the Contractor will contact the Principal to arrange a suitable date and time to carry out the works. Access to the Site will be determined by the availability of the areas in which works are to be undertaken, and will not be unreasonably withheld by the Principal.

The Contractor acknowledges that should notice not be sought prior to arrival at site, the Principal may not permit access to the Site if operational requirements do not permit, and this will be at no cost to the Principal.

Mandatory Site Compliance

The Maintenance Manager or delegate will inform you of any Mandatory Site compliance requirements specific to the site at which the works will take place.

8. APPROVALS

This protocol is accepted by the parties identified below and will be managed as detailed above.

Name: _____

Name: _____

Signature: _____

Signature: _____

Position: _____

Position: _____

Date: _____

Date: _____