



THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF EDINBURGH COUNCIL
AND DUDDINGSTON HOUSE PROPERTIES LIMITED

THE SCHEDULE

Part 1

A Base Drawings



B Base Specification

All of the below scope and specification will be subject to changes through design development

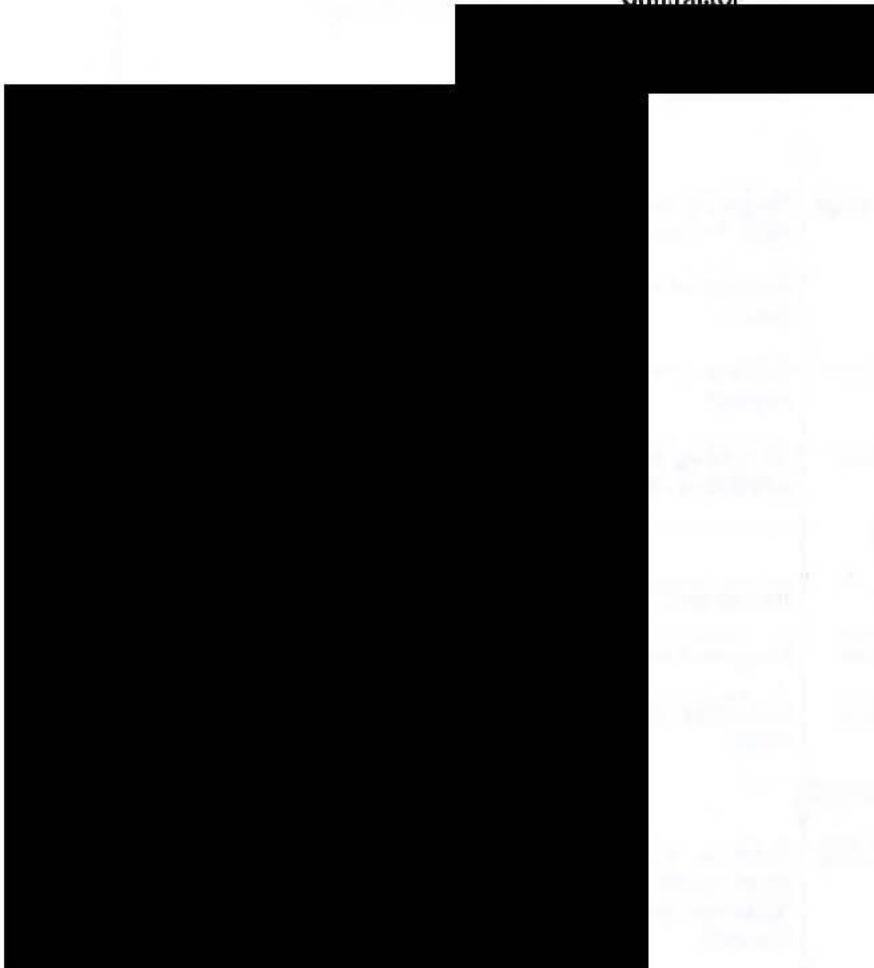
1	DEMOLITIONS AND ALTERATIONS	
1.01	Scope	Buildings 2, 3, 4 and 7 to be demolished New structural openings are required in the elevations, walls and floors of Building 1. New structural openings are required in the Regent Road and Entrance levels of Buildings 5 and 6.
2	STRUCTURE	
2.01	New Build	Provisionally concrete frame, founded on rock or piled as required.
2.02	Existing Buildings	Remedial and strengthening work to existing walls and floors.
3	FLOORS	
3.01	New Basement floor	Reinforced concrete slab, insulated and damp proofed below.
3.02	New Upper floors	Provisionally post-tensioned concrete slabs.
3.03	Existing floors	Made good and strengthened as required.
4	EXTERNAL WALLS	
	EXISTING BUILDINGS	
4.01	Existing stonework repairs	All stonework to be thoroughly brushed to remove loose and organic material and washed with clean water. All areas of defective stonework where noted are to be carefully cut out and replaced with matching stonework in appearance, size and colour subject to Architects approval. Rake out and repoint all mortar joints.
4.02	Alterations to stonework	Replacement stonework where required to match existing, to architects approval, including tooling to a smooth ashlar face.
	NEWBUILD	
4.03	Entrance level	Natural stone rainscreen cladding panels, 'secret' fix anchored to horizontal carrier rail on vertical cladding bracketry.
4.04	Upper levels	High quality full height curtain walling system with structurally glazed units.
5	EXTERNAL DOORS AND WINDOWS	
5.01	Entry glazed screens	Frameless structural glazing to entrance openings on Entrance level and First Floor level

5.02	External pass doors	Generally to be polyester powder-coated steel doorsets.
5.03	Windows in new openings	'Conservation' double glazed timber windows.
5.04	Existing windows	Refurbished as required.
6	ROOFS	
6.01	Roof to new build wings	Single ply roof membrane and insulation onto structural roof deck. To receive an extensive green roof system
6.02	Roof terrace	Suspended stone paving slabs on single ply roof membrane below.
6.03	Roof to existing buildings	Existing slate and leadwork area of roof to be repaired as required.
6.04	Existing rainwater goods	All existing external rainwater goods to be refurbished where possible or replaced where necessary.
7	INTERNAL WALLS	
7.01	Internal Wall linings	Internal walls to be insulated, strapped and lined as required.
7.04	New bedroom partitions	Staggered metal C stud partition with insulation.
7.05	New fire rated partitions	2no.layers 12.5mm fermacell boards to both sides of metal studs.
8	BALUSTRADES + STAIRS	
8.01	New feature hotel lobby staircase	Concrete stair and landing with 50mm thick natural stone tread/ risers with contrasting inserts on sand cement bed, Structural glass balustrade with stainless steel fixings and handrails.
8.02	Existing Stairs	New balustrades, handrails and finishes required.
8.03	New Escape Stairs	New concrete fire escape stairs
9	INTERNAL FINISHES	
9.01	General	All in accordance with selected Operator's requirements, and appropriate to fit of Grade A listed building.



Part 2

Contractor





Part 3

Deleterious Materials

For the purpose of the foregoing Agreement Deleterious Materials means materials which:

- (a) are not in accordance with relevant Building Standards or Codes of Practice; or
- (b) are not in accordance with the guidance contained in the publication "Good Practice in the Selection of Construction Materials" (2011:BCO); or
- (c) are otherwise specified or referred to in the Building Contract as deleterious materials or materials not to be specified or used in carrying out the works under the Building Contract.



Part 4

PLAN

Annexed



Part 3

Disclosed Documents

1. Disposition by The School Board of the Burgh of Edinburgh to The North British Railway Company recorded GRS 15 November 1894.
2. Conveyance by The City of Edinburgh District Council in favour of The Secretary of State for the Environment recorded GRS (Midlothian) 11 February 1977
3. Conveyance by The Secretary of State for the Environment in favour of The City of Edinburgh District Council recorded GRS (Midlothian) 20 April 1994
4. Community Bodies Interest Search (including Agricultural Tenants Interest in land) dated 26 February 2014
5. Form 10A brought down to 24 February 2014 and all entries disclosed therein including the full prescriptive progress, burden writs and descriptive writs for the Site
6. Property Enquiry Certificate dated 17 March 2014
7. P16 Report dated 3 March 2014
8. Minute of Lease between The Corporation of the City of Edinburgh and South of Scotland Electricity Board 5 and 23 February 1962 which is stated to expire at Martinmas 1981.
9. Minute of Lease between The Secretary of State for the Environment and The South of Scotland Electricity Board recorded GRS (Midlothian) 6 December 1979



Part 4
Draft CAN

This is the "CAN" referred to in the foregoing
Offer by Pincent Masons LLP on behalf
of Durdington House Properties Limited to Anderson
Strathern LLP on behalf of The City of
Edinburgh Council dated 28
Publication of Supplement to the Official Journal of the European Union March
2014
2, rue Mercier, 2905 Luxembourg, Luxembourg Fax: +352 29 29 42 670
E-mail: ojs@publications.europa.eu Info & on-line forms: <http://sinlap.europa.eu>



for Pincent Masons LLP

Contract award notice
(Directive 2004/18/EC)

Section I: Contracting authority

I.1) Name, addresses and contact point(s):

Official name: The City of Edinburgh Council National ID: (if known)
Postal address: Waverley Court, 4 East Market Street
Town: Edinburgh Postal code: EH3 8BG Country: United Kingdom (UK)
Contact point(s): Laurie Carberry Telephone:
For the attention of:
E-mail: Laurie.Carberry@edinburgh.gov.uk Fax: +44 01315296209
Internet address(es): (if applicable)
General address of the contracting authority: (URL) <http://www.edinburgh.gov.uk>
Address of the buyer profile: (URL)
Electronic access to documents: (URL)
Electronic submission of candidatures and requests to participate: (URL)

I.2) Type of the contracting authority

- ☐ Ministry or any other national or federal authority, including their regional or local sub-divisions
- ☐ National or federal agency/office
- ☒ Regional or local authority
- ☐ Regional or local agency/office
- ☐ Body governed by public law
- ☐ European institution/agency or international organisation
- ☐ Other: (please specify)

I.3) Main activity

- ☒ General public services
- ☐ Defence
- ☐ Public order and safety
- ☐ Environment
- ☐ Economic and financial affairs
- ☐ Health
- ☐ Housing and community amenities
- ☐ Social protection
- ☐ Recreation, culture and religion
- ☐ Education

☐ Other: *(please specify)*

1.4) Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities:

☐ yes ☒ no

Information on those contracting authorities can be provided in Annex A

Section II: Object of the contract

II.1) Description

II.1.1) Title attributed to the contract:

UK-EDINBURGH: FORMER ROYAL HIGH SCHOOL REDEVELOPMENT

II.1.2) Type of contract and location of works, place of delivery or of performance:

(choose one category only – works, supplies or services – which corresponds most to the specific object of your contract or purchase(s))

- | | | |
|---|--|--|
| <input checked="" type="radio"/> Works
<input type="checkbox"/> Execution
<input type="checkbox"/> Design and execution
<input type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities | <input type="radio"/> Supplies
<input type="checkbox"/> Purchase
<input type="checkbox"/> Lease
<input type="checkbox"/> Rental
<input type="checkbox"/> Hire purchase
<input type="checkbox"/> A combination of these | <input type="radio"/> Services
Service category No:
Please see Annex C1 for service categories
In case of contracts for service categories 17 to 27 – see Annex C1 – do you agree to the publication of this notice? |
|---|--|--|

Main site or location of works, place of delivery or of performance :

UKM25

NUTS code:

II.1.3) Information about a framework agreement or a dynamic purchasing system (DPS)

- ☐ The notice involves the establishment of a framework agreement
☐ The notice involves contract(s) based on a dynamic purchasing system (DPS)

II.1.4) Short description of the contract or purchase(s):

The Council sought proposals for the development of a sustainable and robust business solution for the buildings at the former Royal High School in central Edinburgh. Developers were invited to submit their own proposals for the development of a non-residential solution at the premises.

II.1.5) Common procurement vocabulary (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45211360	

II.1.6) Information about Government Procurement Agreement (GPA)

The contract is covered by the Government Procurement Agreement (GPA): ☐ yes ☒ no

II.2) Total final value of contract(s):

II.2.1) Total final value of contract(s):

	Excluding VAT	Including VAT	VAT rate (%)
Value:	<input type="radio"/>	<input type="radio"/>	at
Currency:			
or:			
Lowest offer: and	<input type="radio"/>	<input type="radio"/>	at
highest offer:			
Currency:			

taken into consideration

Section IV: Procedure

IV.1) Type of procedure

IV.1.1) Type of procedure

- ☐ Open
☐ Restricted
☐ Accelerated restricted
☐ Competitive dialogue

- ☐ Negotiated with a call for competition
☐ Accelerated negotiated
☐ Negotiated without a call for competition

☒ Award of a contract without prior publication of a contract notice in the Official Journal of the European Union (in the cases listed in Section 2 of Annex D1)

Justification for the award of the contract without prior publication of a contract notice in the Official Journal of the European Union (OJEU): please complete Annex D1

IV.2) Award criteria

IV.2.1) Award criteria

☐ Lowest price

or

☒ The most economically advantageous tender in terms of

Criteria	Weighting
1. Skills/experience	35
2. Technical merit	35
3. Cost	30

IV.2.2) Information about electronic auction

An electronic auction has been used ☐ yes ☒ no

IV.3) Administrative information

IV.3.1) File reference number attributed by the contracting authority: *(if applicable)*

IV.3.2) Previous publication(s) concerning the same contract:

☒ yes ☐ no

(If yes, please fill in the appropriate boxes)

☐ Prior information notice ☐ Notice on a buyer profile

Notice number in the OJEU: _____ of: _____ (dd/mm/yyyy)

☒ Contract notice ☐ Simplified contract notice on a dynamic purchasing system

Notice number in the OJEU: 2009/S 105-152024 of: 01/06/2009 (dd/mm/yyyy)

☐ Voluntary ex ante transparency notice

Notice number in the OJEU: _____ of: _____ (dd/mm/yyyy)

☐ Other previous publications (if applicable)

Notice number in the OJEU: _____ of: _____ (dd/mm/yyyy)

Section V: Award of contract

Contract No: Lot No: Lot title:

V.1) Date of contract award decision:
21/03/2014 (dd/mm/yyyy)**V.2) Information about offers:**

Number of offers received: 2

Number of offers received by electronic means:

V.3) Name and address of economic operator in favour of whom the contract award decision has been taken

Official name: Duddingston House Properties Limited

Postal address: Duddingston House Milton Road

Town: Edinburgh

Postal code: EH15 1RB

Country: United Kingdom (UK)

Telephone:

E-mail:

Fax:

Internet address: (URL)

V.4) Information on value of contract (give figures only)

	Excluding VAT	Including VAT	VAT rate (%)
Initial estimated total value of the contract (if applicable)	<input type="radio"/>	<input type="radio"/>	at
Value: 1200000,00			
Currency: GBP			
Total final value of the contract	<input type="radio"/>	<input type="radio"/>	at
Value:			
Currency:			
or:			
Lowest offer: and	<input type="radio"/>	<input type="radio"/>	at
highest offer:			
Currency:			
taken into consideration			

If annual or monthly value: (please give)

Number of years: or Number of months:

V.5) Information about subcontractingThe contract is likely to be sub-contracted ☒ yes ☐ no

(if yes, give figures only) Value or proportion of the contract likely to be sub-contracted to third parties:

Value excluding VAT: ☒ Not known:

Currency: Proportion %

Short description of the value/proportion of the contract to be sub-contracted : (if known)

----- (Use this section as many times as needed) -----

Section VI: Complementary information

VI.1) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds ☐ yes ☐ no
(if yes) Reference to project(s) and/or programme(s):

VI.2) Additional information: (if applicable)

There are seven buildings making up the RHS campus, four of which are Grade A listed: the main school building, the original gatehouse and the two pavilions. The remaining buildings include a large building to the east of the site (c.1900) housing art rooms and the gym, and then much later additions in the 1940s, one adjacent to the gatehouse and the other to the front of the east side of the site. Missives, a Development Agreement and Lease will be entered into. The contracts are structured such that this is a contract for the disposal of a leasehold interest in land and is therefore is not subject to the EU Procurement Regime notwithstanding it was advertised. As part of the funding package the arrangements allow the developer to assign the documents to the funder and to a wholly owned subsidiary of the developer jointly, and to nominate the funder as the party to be the tenant under the lease. Duddingston House Properties Limited will guarantee its obligations under and pursuant to the Missives for payment of the price payable under those missives.

VI.3) Procedures for appeal

VI.3.1) Body responsible for appeal procedures

Official name

Postal address

Town

Postal code

Country

Telephone

E-mail

Fax

Internet address URL

Body responsible for mediation procedures (if applicable)

Official name

Postal address

Town

Postal code

Country

Telephone

E-mail

Fax

Internet address URL

VI.3.2) Lodging of appeals (please fill in heading VI.3.2 or, if need be, heading VI.3.3)

Precise information on deadline(s) for lodging appeals

CEC observed a 10 calendar day standstill period at the point that information on the award of the contract was communicated to tenderers. This period allowed unsuccessful tenderers to seek further debriefing from the contracting authority before the contract was entered into.

VI.3.3) Service from which information about the lodging of appeals may be obtained

Official name

Postal address

Town

Postal code

Country

Telephone

E-mail

Fax

Internet address URL

VI.4) Date of dispatch of this notice:

Annex A
Additional addresses and contact points

1.0) Address of the other contracting authority on behalf of which the contracting authority is purchasing:

Official name:

National ID: (if known)

Postal address:

Town:

Postal code:

Country:

..... *(Use this section as many times as needed)*

Annex C1 – General procurement
Service categories referred to in Section II: Object of the contract
Directive 2004/18/EC

Category No [1]	Subject
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services; a) Insurances services b) Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
Category No [7]	Subject
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.

2 Except for rail transport services covered by category 18.

3 Except for rail transport services covered by category 18.

4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.

6 Except arbitration and conciliation services.

7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.

8 Except employment contracts.

9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.

Annex D1 – General procurement
Justification for the award of the contract without prior publication of
a contract notice in the Official Journal of the European Union (OJEU)
Directive 2004/18/EC

Please provide hereunder a justification for the award of the contract without prior publication of a contract notice in the Official Journal of the European Union. This justification must comply with the requirements of Directive 2004/18/EC.

(In terms of Directive 89/665/EEC on Remedies, the time-limit for application for review referred to in the first indent of Article 21(1)(a) of this Directive can be reduced if the notice contains a justification of the contracting authority's decision to award the contract without prior publication of a contract notice in the Official Journal of the European Union. In order to benefit from this reduced time-limit, please tick the relevant box(es) and provide the additional information below.)

1) Justification for the choice of the negotiated procedure without prior publication of a contract notice in the OJEU in accordance with Directive 2004/18/EC

No tenders or no suitable tenders in response to:

- ☐ open procedure,
- ☐ restricted procedure.

☐ The products involved are manufactured purely for the purpose of research, experiment, study or development under the conditions stated in the Directive. (for supplies only)

The works/goods/services can be provided only by a particular tenderer for reasons that are:

- ☐ technical,
- ☐ artistic,
- ☐ connected with the protection of exclusive rights.

☐ Extreme urgency brought about by events unforeseeable by the contracting authority and in accordance with the strict conditions stated in the Directive.

☐ Additional works/deliveries/services are ordered under the strict conditions stated in the Directive.

☐ New works/services, constituting a repetition of existing works/services and ordered in accordance with the strict conditions stated in the Directive.

☐ Service contract awarded to the successful candidate or one of them after a design contest.

☐ For supplies quoted and purchased on a commodity market.

For the purchase of supplies on particularly advantageous terms:

- ☐ from a supplier which is definitely winding up its business activities,
- ☐ from the receivers or liquidators of a bankruptcy, an arrangement with creditors or a similar procedure.

☐ All tenders submitted in reply to an open procedure, a restricted procedure or competitive dialogue were irregular or unacceptable. Only those tenderers were included in the negotiations which have satisfied the qualitative selection criteria.

2) Other justification for the award of the contract without prior publication of a contract notice in the OJEU

☐ The contract has as its object services listed in Annex II B to the Directive.

☒ The contract falls outside the scope of application of the Directive.

In order to benefit from the reduced time-limit referred to above, in addition to the box(es) to be ticked above, please explain in a clear and comprehensive manner why the award of the contract without prior publication of a contract notice in the Official Journal of the European Union is lawful, by stating in any case the relevant facts and, as appropriate, the conclusions of law in accordance with Directive 2004/18/EC: (500 words maximum)

Notwithstanding that the Directive does not apply to this contract, the Contracting Authority issued a contract notice requesting contractors to submit proposals for the redevelopment of the Royal High School in Edinburgh. The successful tenderer will enter into a contract for the disposal of a leasehold interest in the property to enable the successful tenderer to develop the property in accordance with its proposals. The successful tenderer has entered into a Development Agreement and Lease which are intended to regulate the occupation of the property and to protect the contracting authority's interest. The proposed development is to be undertaken at the initiative

of the developer and is based on proposals put forward by the developer. There is no pecuniary interest passing from the contracting authority to the developer and no enforceable obligation on the developer to deliver works to the contracting authority. Therefore the contracts are structured such that this is a contract for the disposal of a leasehold interest in land and is therefore is not subject to the EU Procurement Regime notwithstanding it was advertised.



Part 5

