



Documents to be Included in a Tender

Contents:

- 1. Permit to work procedures for Main Contractors**
- 2. Copy of Collateral Warranty Agreement**
- 3. List of Commissioning Consultants - to be agreed with David Barratt**
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- 5. Waste & Recycling Management for Main Contractors for all University building projects**

PERMIT TO WORK PROCEDURES FOR MAIN CONTRACTORS

The following information is required by all Main Contractors when undertaking work in any University facility.

Reception Centre Opening Hours

- 8am to 6pm Monday to Friday
- **Out of Hours**, Appleton Tower security
- **0131 650 2257**

Reception Centres

- Holyrood Nursery
- Hugh Robson Building Reception
- David Hume Tower Reception
- Appleton Tower Reception
- Large Animal Hospital Reception
- KB JCMB Porters office
- Pollock Halls Reception Centre

Contractors Responsibilities

- Report to Reception centre
- Log in at start of day
- Record No of men on site
- Log out at end of day
- If permit lapses contact originator of the order
- On completion of work leave contract order report on site

Emergencies

- Access permit will be issued retrospectively

Permit Process

- Contract order form issued by E+B
- Access permit attached to order
- Method statement/ H+S plan submitted by Contractor
- Order & Access permit issued by E+B prior to commencement on site

When is a permit required

- Work with in a University Site or building which is occupied.
- Maintenance ,Construction works Snagging, term contract
- Not required when a site is self contained, not occupied by staff or students.

Why do we require Permits


- Health and Safety at Work act 1974
- Management of Health and Safety at Work Regulations 1999
- Construction (Design and Management) Regulations 2007

Example of Permit to Works



THE UNIVERSITY of EDINBURGH

This permit should be presented to the Reception Point, prior to commencing work (for location please refer to attached map) nearest your place of work daily. If the Reception Centre is closed, this form should be presented to Security at Appleton Tower (0131 650 2257). The barcode will be swiped to record that you are on site. You will need to state the total number of staff that you expect to be on site that day – including any subcontractors you have instructed. When you finish work each day, this form must be resubmitted for swiping at the Reception Centre so that the University know you are off site. For weekend and out of hours working you will still need to obtain the blue “Pass to University Premises” from Works Division and submit to Security for access.

Purchase Order No	108687		
Permit to work version no	1	Date	05/05/2004
Date Permit Valid From	05/05/2004	To	19/05/2004
Company Name	A & D BUILDING SERVICES LTD		
Work Status	Routine		
Contract Description:			
Re plaster Lab ceiling as discussed. Please obtain Lab Permit from Robert Hart			
Building Name:	DAN RUTHERFORD BLD		
Order Originator	GEORGE BOAG	Phone No	650 2496
Contact Person	ROBERT HART	Phone No	650 5524
Local Access Permit Required	Y/N	Laboratory permit to work required	Y/N
Type 2 Asbestos Survey available for building	Y / N		
Known Asbestos in building	Y		
Asbestos status not known	Y	Proceed with extreme caution assuming Asbestos Present or Request a Survey	
Building known asbestos free	N		
Technical Permits Required			
Hot Work	Y/N	Electrical	Y/N
Confined Space	Y/N	Roof Access	Y/N
Asbestos	Y/N	Laboratory	Y/N
Other- Please specify			
Method statement Received	Y/N	Approved by	Date :.....

COLLATERAL WARRANTY AGREEMENT

[SUB-CONTRACTOR]
and
THE UNIVERSITY OF EDINBURGH
and
NAME OF MAIN CONTRACTOR

Re: Name of Project and Location

CONTRACTOR WARRANTY AGREEMENT

Between

1. **THE UNIVERSITY OF EDINBURGH**, having its address at Old College, South Bridge, Edinburgh, EH8 9YL ("the Beneficiary" which term shall include its successors and permitted assignees under Clause 7 of this Agreement);
2. **NAME OF COMPANY**, incorporated under the Companies Acts Registered Number **[insert reg. number _____]** and having its Registered Office at ADDRESS ("the Contractor");
3. **[insert name _____]** incorporated under the Companies Acts Registered Number **[insert reg. number _____]** and having its Registered Office at **[insert address _____]** (the " Sub-Contractor");

WHEREAS

- A. The University of Edinburgh, having its address at Old College, South Bridge, Edinburgh, EH8 9YL ("the Employer") and the Contractor have entered into a Scottish Building Contract with Quantities, Contractor's Designed Portion: The form of contract will be the Scottish Building Contract, Contractor's Designed Portion With Quantities, May 1999 Edition (January 2002 Revision) as amended ("the Contract") dated the 15th June 2004 and subsequent date relating to the development of the NAME OF PROJECT, Edinburgh ("the Development") as more particularly described in the Contract;

- B. The Contractor has entered into or is about to enter into a sub-contract with the Sub-Contractor (the "Sub-Contract") for **[insert details of contractor design portion**

] ("the Sub-Contract Works");
- C. The Beneficiary is the Employer;
- D. The Sub-Contractor has agreed with the Contractor to grant this Collateral Warranty to the Beneficiary;
- E. Words and expressions used in this Agreement shall have the same meaning ascribed to them in the Contract unless defined herein or the context otherwise requires;

NOW THEREFORE IT IS AGREED as follows: -

1.0 The Sub-Contractor warrants and undertakes to the Beneficiary that it has complied and will comply with the terms of the Sub-Contract and without prejudice to the foregoing warranty: -

1.1 The Sub-Contractor warrants and undertakes to the Beneficiary that it shall use all reasonable skill and care to ensure that the design when completed will meet the Contractor's requirements and planning consents, planning agreements and conditions and will meet the requirements of building regulation consents and all relevant statutory requirements;

1.2 The Sub-Contractor warrants and undertakes to the Beneficiary that it has exercised and will continue to exercise all the reasonable skill and care to be expected of a competent **[insert details of Sub-Contractor's trade/profession**

] holding himself out as competent to take on works of a similar size, scope and complexity to the Sub-Contract Works, in the provision of the services under the Sub-Contract or part thereof or services ancillary thereto;

1.3 The Sub-Contractor warrants and undertakes to the Beneficiary that it has observed and will continue to observe and perform each and all the obligations on its part to be observed and performs under the Sub-Contract;

1.4 The Sub-Contractor acknowledges that the Beneficiary shall be deemed to have relied and to continue to rely upon the warranties and undertakings given by the Sub-Contractor in this Agreement;

2.0 The Sub-Contractor has not specified and/or approved and will not specify and/or approve for use or consent to the use in the Sub-Contract Works, and has not used and will not use in the construction of the Sub-Contract Works, any material, substance, product, building practice, technique, process or combination of any of the same:

2.1 Which at the time of specification is prohibited, controlled, hazardous, toxic or dangerous in terms of any Legislation;

2.2 Which is not in accordance with British or European Standards and Codes of Practice (where such exist) or any identified as deleterious, unsatisfactory or unsuitable in the relevant circumstances in Good Practice in the Selection of Construction Materials (1997: Ove Arup);

2.3 which is generally known within the Sub-Contractor's profession at the time of selection, specification, approval or consent to use (as the case may be) to be deleterious or hazardous to the durability of the Development or to health and safety in the particular circumstances in which they are used.

3.0 The Sub-Contractor shall maintain professional indemnity insurance in an amount of TWO MILLION POUNDS (£2,000,000) STERLING for any once occurrence or series of occurrences arising out of any one event for a period of 12 years from the date of Practical Completion as defined under the Sub-Contract provided that such insurance is available at commercially reasonable rates. The Sub-Contractor shall forthwith inform the Beneficiary if such insurance is not or ceases to be available at such reasonable rates.

4.0 The Sub-Contractor shall provide to the Beneficiary from time to time on reasonable request evidence that such insurance is being maintained and that premiums are paid when due.

5.0 Insofar as copyright vests in the Sub-Contractor the Sub-Contractor hereby grants to the Beneficiary a royalty-free irrevocable, non-exclusive Licence with the right to grant sub-licences to use and reproduce all the drawings, plans, specifications, schedules, reports, calculations and other work and the designs contained within them which have been, or will be prepared pursuant to the Sub-Contract by the Sub-Contractor and/or sub-contractors or suppliers for all purposes connected with the Sub-Contract Works and/or Development

including, but without limitation, the construction, completion, maintenance, advertisement, extension, alteration, reinstatement, repair, use, letting and sale of the Development and this Clause shall operate as a copyright Licence and shall not of itself extend the liability of the Sub-Contractor. The Sub-Contractor shall have no liability to the Beneficiary in the event that such drawings, plans, specifications, schedules, reports, calculations and other work and the designs contained within them or any of them are used for a purpose other than that for which the same were provided and/or prepared. For the avoidance of doubt such Licence shall subsist notwithstanding that the Sub-Contractor has completed its duties or terminates the Sub-Contract or has the Sub-Contract terminated.

6.0 The Sub-Contractor shall provide and furnish to the Beneficiary or its appointees upon request in writing such copies from or extracts of all or any of the material referred to in Clause 5 together with such information in relation to the Sub-Contract Works and/or Development as the Sub-Contractor can reasonably supply upon payment to the Sub-Contractor of its reasonable copying charges for the same.

7.0 Save as provided for in Clause 7.1, the benefit of this Agreement shall be capable of assignment on one occasion only by the original Beneficiary and by such assignee once provided any such assignments are notified in writing to the Sub-Contractor within 14 days with particulars of the name and address of the assignee. No further assignments are permitted. The Sub-Contractor shall not be entitled to assign or transfer any rights or obligations hereunder without the consent of the Beneficiary;

7.1 Notwithstanding the provisions of Clause 7.0 above, the Beneficiary may freely assign its interest in this Agreement absolutely or in security and in whole or in part to any holding companies or subsidiary companies or any other subsidiary of such holding company, as the terms "holding company" and "subsidiary company" are defined in Section 736 of the Companies Acts 1985. If such holding company or subsidiary company ceases to be an associated company of the Beneficiary while still holding its interest in this Agreement then such assignment shall count as one of the permitted assignments under Clause 7.1 except this shall not prejudice any assignment already completed which would otherwise exceed the permitted number of assignments.

8.0 Subject always to the other provisions of this Agreement the Beneficiary shall not accept or be deemed to accept any liability or obligation to the Sub-Contractor in respect of the value of work already undertaken or material already supplied or in respect of any breach by the Employer of its responsibilities or obligations to the Sub-Contractor.

[The University may require the following three clauses].

9.0 In the event of the valid and effective termination of the Contract by the Beneficiary after the Beneficiary has validly and effectively taken over the role of employer under the Contract, the Sub-Contractor will, if so required by notice in writing given by the Beneficiary and subject to Clause 11 accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor in respect of the Development upon the terms and conditions of the Sub-Contract. Notwithstanding any provision to terminate the Sub-Contract on termination of the Contract. The Contractor acknowledges that the Sub-Contractor shall be entitled to rely on a notice given to the Sub-Contractor by the Beneficiary under this Clause 9 as conclusive evidence for the purposes of this Agreement of the termination of the Contract by the Beneficiary.

10.0 In the event of the valid and effective termination of the Contract in accordance with the provisions thereof by the Beneficiary, the Beneficiary having validly and effectively taken over the role of employer under the Contract, and notwithstanding any provision to terminate the Sub-Contract on termination of the Contract, should the Sub-Contractor consider it is entitled to terminate the Sub-Contract or to treat the same as having been repudiated or to discontinue the performance of any duties to be performed by the Sub-Contractor pursuant thereto the Sub-Contractor will not without first giving the Beneficiary not less than twenty one days' notice in writing (specifying the grounds for the proposed termination) exercise any such entitlement.

10.1 The Sub-Contractor's right to terminate the Sub-Contract with the Contractor or treat the same as having been repudiated or discontinue performance shall cease if, within such period of notice and subject to both Clauses 10.0 and 11 and the valid and effective termination of the Contract in accordance with the provisions thereof by the Beneficiary, the Beneficiary having validly and effectively taken over the role of employer under the Contract, and notwithstanding any provision to terminate the Sub-Contract on termination of

the Contract, the Beneficiary shall give notice in writing to the Sub-Contractor requiring the Sub-Contractor to accept the instructions of the Beneficiary or its appointees to the exclusion of the Contractor in respect of the Development upon the terms and conditions of the Sub-Contract. The period stipulated in the Sub-Contract for the exercise by the Sub-Contractor of a right of termination shall be extended as may be necessary to take account of the period of notice required under this Clause 10.

11.0 It shall be a condition of any notice given by the Beneficiary under Clauses 9 or 10 that the Beneficiary or its appointee accepts liability for payment of any sums which are certified as properly payable to the Sub-Contractor under the Sub-Contract and for performance of the Contractor's obligations under the Sub-Contract including payment of any sums outstanding at the date of such notice, but without prejudice to any rights of counterclaim or set-off available to the Contractor which shall on service of such Notice be acquired by the Beneficiary. Upon the issue of any notice by the Beneficiary under Clauses 9 and 10 the Sub-Contract shall continue in full force and effect as if no right to terminate or to discontinue performance on the part of the Sub-Contractor has arisen or any right to treat the Sub-Contract as having been repudiated by the Contractor has arisen and the Sub-Contractor shall be liable to the Beneficiary or its appointee under the Sub-Contract in lieu of its liability to the Contractor. In acting in accordance with the provisions of Clauses 9, 10 or 11 the Sub-Contractor shall not, subject to Clause 12.2, incur any liability to the Contractor and shall not be deemed to have waived any right or remedy against the Contractor as the Contractor hereby acknowledges. For the avoidance of doubt the Beneficiary has no liability to the Sub-Contractor in relation to amounts due under the Sub-Contract unless and until the Beneficiary has given notice under Clauses 9 or 10.

12.0 Nothing in Clauses 9, 10 or 11 shall relieve the Sub-Contractor of any liability it may have to the Contractor:

12.1 for any breach by the Sub-Contractor of the Sub-Contract; or

12.2 where the Sub-Contractor wrongly served notice under this Agreement that it is entitled to determine its employment under the Sub-Contract or has wrongly treated the same as having been repudiated.

13.0 This Agreement and the rights and liabilities of the parties hereunder shall be governed by and construed in accordance with the Laws of Scotland and the parties hereby submit to the jurisdiction of the Scottish Courts.

14.0 The Beneficiary shall be entitled to raise actions or claims under this Agreement for the period of 12 years after the date of issue of the certificate of practical completion under the Contract but not after expiry of said 12-year period.

15.0 The Sub-Contractor consents to registration hereof for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are executed as follows: -

Signed for and on behalf of THE UNIVERSITY OF EDINBURGH		
at	on	2004
by:-		
.....	(Signature)	
.....	(Full name in CAPITALS)	
Director/Company Secretary/Authorised Signatory		
.....	(Signature)	
.....	(Full name in CAPITALS)	
Director/Witness		
.....	(Full Address - Witness only)	

Signed for and on behalf of **[Insert name of Sub-Contractor**

_____]

at _____ on _____ 2004

by:-

..... (Signature)

..... (Full name in CAPITALS)

Director/Company Secretary/Authorised Signatory

..... (Signature)

..... (Full name in CAPITALS)

Director/Witness

..... (Full Address - Witness only)

Signed for and on behalf of **NAME OF MAIN CONTRACTOR**

at _____ on _____ 2004

by:-

..... (Signature)

..... (Full name in CAPITALS)

Director/Company Secretary/Authorised Signatory

..... (Signature)

..... (Full name in CAPITALS)

Director/Witness

..... (Full Address - Witness only)

END

LIST OF COMMISSIONING CONSULTANTS
(To be appointed by Main Contractor)

Commtech

8 Albany Street
EDINBURGH
EH1 3QB

H&V Commissioning

Kilknowe Office
16 Barrmill Road
GALSON
KA4 8HH

Phoenix Commissioning

The Quadrangle
Ruchill Street
Maryhill
GLASGOW
G2 9PX

Contract Engineering

4 School Place
MIDCALDER
EH53 OAT

Commissioning, Operation & Training Services Ltd (COTS)

55 Main Street
The Village
CUMBERNAULD
G67 1RT

Suttons Services International

48 Darnley Street
Glasgow
G41 2SE
0141 420 3277

MAIN CONTRACTOR PARKING PROCEDURES ON UNIVERSITY LAND

Due to the limited parking available within the University and demand on this by internal and external bodies the following procedures must be followed by all Main Contractors and their Sub-Contractors and absorbed within the Contract Tender Sum.

CENTRAL AREA:

Within the designated compound area - the Main Contractor (as agreed by the Project Manager) 4 vehicles may be allowed to park for the duration of the works (1 clerk of works). No additional vans or private cars are authorised to be there. If the space is being used for additional cars and not allocated cabins or storage then the site compound area will be reduced.

Outside the allocated compound area – contractors may apply for daily permits (£7) or annual parking permits (£605) which will allow the recipient to use any University car park (but not guarantee a space). Any parking without permits will be subject to standard University parking fines of £30.

Permits can be bought from University Parking Office, Charles Stewart House, Chamber Street, Edinburgh.

KINGS BUILDING:

Within the allocated compound area of the Main Contractor agreement may be sought with the Project Manager over the number of cars/vans authorised.

Outside the allocated compound area – contractors may apply for daily permits (£7) or annual parking permits (£605) which will allow the recipient to use any University car park (but not guarantee a space). Any parking without permits will be subject to standard University parking fines of £30.

Permits can be bought from University Parking Office, Charles Stewart House, Chamber Street, Edinburgh.

ALL OTHER AREA:

Within the allocated compound area of the Main Contractor – policy to be confirmed by Project Manager.

Outside the allocated compound area – contractors may apply for daily permits (£7) or annual parking permits (£605) which will allow the recipient to use any University car park (but not guarantee a space). Any parking without permits will be subject to standard University parking fines of £30.

Permits can be bought from University Parking Office, Charles Stewart House, Chamber Street, Edinburgh.

CAPITAL PROJECTS SITE WASTE MANAGEMENT & RECYCLING GUIDELINES FOR MAIN CONTRACTORS

The following is the requirements for inclusion in all Capital Projects 'Bills of Quantities' Preliminaries. This includes basic clauses on compliance with legislation and University procedures.

1. Waste Management

1. The Contractor is required to ensure that all movements of waste from activities on the site are conducted in accordance with the requirements of all relevant waste legislation, in particular the Environmental Protection (Duty of Care) Regulations 1991 and the Special Waste Amendment (Scotland) Regulations 2004.
2. The University expects the successful contractor to prepare all associated Duty of Care Transfer Notes and Special Waste Consignment Notes on the University's behalf. Annual season tickets are the preferred choice for frequent collections at the same locations of non-hazardous waste.
3. The management of waste during the contract should be completed so as to minimize environmental impact.
4. Waste material should be either segregated at source or, if mixed, taken offsite for sorting so that suitable waste material can be recycled.
5. Waste arising from site activities should never be disposed of in University general waste and recycling bins unless specific permission has been received from the University Waste Manager.
6. A Site Waste Management Plan should be in place during the project. As a minimum the following considerations must be included:
 - Prior to the commencement of the contract, the successful contractor should complete an exercise to identify the types and estimated quantities of waste that will be produced during the project and how they will be managed;
 - Name and address of the proposed waste management contractor(s) to be used during the contract;
 - Copies of waste carriers license(s) for the proposed waste management contractors;
 - Copy of all relevant Waste Management Licenses / Exemptions and / or Pollution Prevention Control Permits;
 - List of all the final destinations of waste generated during the contract and the proposed disposal option (reuse/ recycling/ disposal);
 - The production and presentation to the University a monthly waste report which contains the following information:
 - Descriptions of waste removed from site
 - Dates of all waste movements off site for disposal/ recycling
 - Number of skips removed
 - Tonnage per skip removed
 - Monthly total of waste removed
 - Destination of skips (landfill site/ sorting centre)
 - Percentage of waste recycled / landfilled.
 - Upon completion of the work:
 - a comparison of the estimated quantities and types against the actual figures generated during the project, with an explanation given in relation to any deviations
 - an estimate of the cost savings achieved due to the use of a SWMP.

2. Recycling Management

The University have set a target for on-site recycling of construction waste as part of the implementation of SWMPs. Depending on the intended construction method of the building will

depend on the target and this needs to be discussed with the University Waste & Environment Manager.

The target that should be met for this project is 50% for Construction & Demolition waste.

For further information, please contact the University Waste & Environment Manager on 0131 651 4287.