

SCHEDULE PART F

[DRAFT] SCHEDULE OF AMENDMENTS

The Parties agree that, with immediate effect, the following amendments are made to the Infraco Contract for the purposes of the GMP Scope of Works and tie GMP Change Order:

1. Delete Clause 4.3.
2. Delete Clause 10.18.
3. In Clause 17.16, delete "*Mandatory*" (**tie Change**).
4. Delete Clause 18.17A.3.
5. Delete Clause 18.17C.
6. Clause 20.9 - delete reference to "*which shall be a Mandatory tie Change and the provisions of Clause 80 (tie Changes) shall apply*".
7. Clause 20.10 - delete final sentence and replace with "*For the purposes of this Clause 20.10, tie shall issue a tie Change in respect of such removal.*"
8. Clause 22 - delete references to unidentified utilities apparatus, adverse physical conditions, ground conditions, artificial obstructions and/or land which is contaminated.
9. Clause 28.7 - delete "*Subject to Clause 28.10*".
10. Clause 28.9 - delete "*Subject to Part 4 (Pricing)*".
11. Delete Clause 28.10.
12. **Programme**
- 12.1 Delete Clauses 60.2 to 60.7 and replace with the following:

"The Infraco shall update and submit to tie the Programme on the last Friday of each calendar month showing any change to the Programme and any revised order, sequencing methodology or manner in which the Infraco proposes to carry out the Infraco Works."
- 12.2 Renumber Clauses 60.8 to be Clause 60.3 and delete the references to Clauses 60.5 and 60.7 in (new) Clause 60.3.
- 12.3 Renumber Clause 60.9 to be Clause 60.4.
13. Delete Clause 61.8.
14. Delete Clause 65.12.
15. Delete Clause 65.13.
16. Delete Clauses 79.1.2; 79.17 and 79.1.8.

17. **Clause 80 (tie Change)**

17.1 Delete Clause 80.2 and replace with the following:

"A tie Notice of Change shall set out the proposed tie Change in sufficient detail to enable the Infraco to give tie an Estimate in accordance with Clause 80.3 below."

17.2 Delete Clause 80.3.

17.3 Clause 80.4 will become Clause 80.3. Delete the opening paragraph of (new) Clause 80.3 and replace with the following:

"Within 18 Business Days after having received a tie Notice of Change (or such longer period as may be agreed by tie (acting reasonably)), the Infraco shall deliver to tie an Estimate ("Estimate") which must include the opinion of the Infraco (acting reasonably) in all cases regarding:..."

17.4 Clauses 80.4.1 to 80.4.10 (new Clauses 80.3.1 to 80.3.10) shall remain unamended, with the exception of the following:

17.4.1 in Clause 80.4.2 (new Clause 80.3.2), the words "(operation and maintenance)" shall be added between the words "performance" and "of the Edinburgh Tram Network"; and

17.4.2 in Clause 80.4.10 (new Clause 80.3.10), the reference to "this Clause 80" shall be deleted and replaced with "Clause 80.7".

17.5 Insert new Clause 80.4:

"In the event that the Infraco is unable to give the Estimate in whole or part the Infraco shall tie within 18 Business Days after having received a tie Notice of Change (or such longer period as may be agreed by tie (acting reasonably)) giving clear written reasons why the Infraco is unable to do so and stating when the Estimate will be provided to tie."

17.6 Delete Clause 80.6 and replace with the following:

"[As soon as reasonably practicable] after tie receives the Estimate, the Parties shall discuss and agree the Estimate. From such discussions, tie may modify the tie Notice of Change and the Infraco shall update the Estimate accordingly. Upon agreement of the Estimate (if not already issued pursuant to Clause 80.11), tie shall issue a tie Change Order and the Infraco shall proceed diligently and expeditiously with the carrying out and completion of the Infraco Works and revised scope required by the tie Change Order."

17.7 Delete Clause 80.7 and replace with the following:

"The valuation of any tie Change made in compliance with this Clause 80 (tie Changes) shall be carried out by tie as follows:

80.7.1 by measurement and/or valuation [at fair rates and prices]; and

80.7.2 if the value of the tie Change cannot properly be ascertained by measurement and/or valuation, the reasonable additional costs of the resources and labour employed thereon including a reasonable allowance for overheads and profit."

- 17.8 Delete Clauses 80.9 and Clause 80.10.
- 17.9 Clause 80.11 will become Clause 80.9. In (new) Clause 80.9 delete references to "SDS Contract" and replace with "SDS Agreement".
- 17.10 Clause 80.12 will become Clause 80.10. In (new) Clause 80.10.3.5, delete the words "to be performed after completion of Section D;"
- 17.11 Delete Clauses 80.13 to 80.18 (inclusive).
- 17.12 Insert new Clause 80.11:

"tie may issue a tie Change Order at any time to the Infraco and such tie Change Order shall be issued pursuant to Clause 34.1. In the event that tie so instructs the Infraco prior to the issue of a tie Change Order (for the avoidance of doubt, including at the time of issuance of the tie Notice of Change), Infraco shall commence work in respect of the tie Change and the Infraco will be entitled to payment of the Infraco's demonstrable costs valued in accordance with Clause [80.7] on an interim basis for all work carried out by the Infraco in compliance with the tie Change Order."
- 17.13 Clause 80.19 shall become Clause 80.12.
- 17.14 Delete Clauses 80.20 and 80.21.
- 17.15 Clauses 80.22 and 80.23 shall become Clauses 80.13 and 80.14 respectively.
- 17.16 Delete Clause 80.24.
18. Delete Clause 81 (*Infraco Changes*).
19. In Clause 82.5, delete reference to "Clause 80.12" and insert "Clause 80.10".
20. In Clause 83.5, delete reference to "Clause 80.12" and insert "Clause 80.10".
21. Clause 84.4.4 - delete the word "Mandatory" (**tie Change**).
22. Clause 84.11 - delete the word "Mandatory" (**tie Change**).
23. Clause 87.1 - insert at the beginning of the first sentence the words: "Subject to Clause 86A".
24. Insert new Clause 86A:

"tie shall be entitled to instruct part or all of those GMP Scope of Works comprising Part B of the GMP Scope of Works at any time within five years following the date of issue of the Sectional Completion Certificate for Section D in respect of Part A of the GMP Scope of Works."
25. Clause 87.2 - delete the word "Mandatory" (**tie Change**).
26. Limb (g) in the definition of "Compensation Event" in Schedule Part 1 shall be amended.
27. Delete limbs (t), (u) and (x) in the definition of "Compensation Event" in Schedule Part 1 and mark "Not Used".

28. Insert new limbs to definition of Compensation Event to reflect **tie** Change Order.
29. Delete the definition of "Mandatory tie Change" and all references to Mandatory tie Change in the Infraco Contract.
30. Delete the definition of "Notified Departure" and all references to Notified Departure in the Infraco Contract.
31. In the definition of "Permitted Variation", delete the words "*a Mandatory tie Change*" and "*a Notified Departure*".
32. Delete Schedule Part 4 (*Pricing*).
33. Delete Schedule Part 5 (*Milestone Payments*) and replace with the Milestones contained in the GMP Pricing Schedule.
34. Delete Schedule Part 15 (*Programme*).

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