



19 May 2010

Keith Kilburn  
DLA Piper Scotland LLP  
249 West George Street  
Glasgow  
G2 4RB

**BY EMAIL & POST**

and

Louise Forster  
Pinsent Masons  
Third Floor, Quay 2  
139 Fountainbridge  
Edinburgh  
EH3 9QG

**BY EMAIL & POST**

Dear Sirs

**EDINBURGH TRAM NETWORK  
AGREEMENT BETWEEN tie LIMITED AND BILFINGER BERGER (UK) LIMITED/SIEMENS  
PLC/CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES DELIVERY CONSORTIUM  
["INFRACO"]  
DISPUTE RESOLUTION PROCEDURE - ADJUDICATION - TOWER BRIDGE**

Please find enclosed the amended pages 33 and 34 of my decision.

Yours faithfully



JOHN HUNTER

CC: Steven Bell - Edinburgh Trams  
Martin Foerder - Bilfinger Berger

Construction Contract Consultants  
Dispute Resolution  
Adjudication and Mediation Services  
Arbitration Services  
Litigation Support  
Expert Opinion and Evidence  
Claims Preparation

Suite 1  
Kirk House  
4 Kirk Road  
Bearsden  
Glasgow  
G61 3RG

tel: 0141 [REDACTED]  
fax: 0141 942 7387

e-mail [REDACTED]

## Summary

7.86 Taking the foregoing into account the adjustments are as follows:

Infraco Items	Tie Items	Description	Infraco Valuation of BDDI to IFC	Tie Valuation of BDDI to IFC	Adjudicator's Value
3 - 14	1 - 15	Piling	£141,667.59	-£406,543.13	-£393,222.25
55, 61 & 65	33, 37 & 38	Concrete Overlaps	£39,679.31	£22,960.79	£21,588.89
45, 46 & 47	57 - 59	Hydro Demolition	£76,076.64	£0.00	£76,076.64
68, 70 & 71	62, 137 & 138	Bridge Parapet	£112,682.16	£11,082.13	£31,747.84
116 - 121 & 123 - 129	98 - 106	Temporary Works	£81,927.79	£0.00	£0.00
		Other Works	£17,593.92	-£11,923.13	£2,835.40
		<b>Total (£)</b>	<b>£469,627.41</b>	<b>-£384,423.34</b>	<b>-£260,973.48</b>

## Adjudicator's Fees

7.87 My finding is that each party should bear responsibility for 50% of my fee.

## 8. THE DECISION

8.1 Having considered all of the submissions and on the basis of the evidence that I have seen my decision is:

8.2 I find and declare that, in respect of the matters depicted on the Issued For Construction Drawings numbered ULE90130-01- BRG-00081 to 00108 inclusive and ULE90130-01-BRG-00110 to 00123 inclusive in respect of "Section IA Tower Place Bridge" to which the Estimate (as revised) relates:

8.3 A Notified Departure has occurred on the basis of Pricing Assumption 3.4.19 in respect of the structure known as the Tower Place Bridge (the "Tower Place Bridge Notified Departure"); and

8.4 The true and proper valuation of the items of work which relate to the Tower Place Bridge Notified Departure is -£260,973.48 (negative two hundred and sixty

thousand nine hundred and seventy three pounds and forty eight pence] taking into account the whole of the Infraco Contract.

8.5 I hereby order that notwithstanding the joint and several liability of the parties each party shall bear responsibility for 50% of my fees and expenses.

Adjudicator  
John Hunter

[Redacted signature]

Date

18 May 2010

Witness

[Redacted witness name]

Hunter Consulting  
Suite 1  
Kirk House  
4 Kirk Road  
Bearsden  
Glasgow  
G61 3RG

Tel: 0141 [Redacted]  
Fax: 0141 942 7387  
Email: [Redacted]