

JB

Our ref: **25.1.201/KDR/4740**

19 February 2010

tie limited
CityPoint
65 Haymarket Terrace
Edinburgh
EH12 5HD

Bilfinger Berger Civil-EDI			
Date Sent	19 FEB 2010	BIW	
File Number			
Action			
Distribution			

Bilfinger Berger-Siemens-CAF Consortium

BSC Consortium Office
9 Lochside Avenue
Edinburgh Park
Edinburgh
EH12 9DJ
United Kingdom

Phone: +44 (0) 131 452 2800
Fax: +44 (0) 131 452 2990

For the attention of Steven Bell - Tram Project Director

Dear Sirs,

**Edinburgh Tram Network Infraco
Infraco Contract: On Street Supplemental Agreement**

In conclusion of the discussions between tie and the Infraco, please find enclosed our fully detailed offer for a Supplemental Agreement covering the remainder of the On Street Works within the Edinburgh Tram Network.

This Supplemental Agreement has been jointly developed in order to address the current and future difficult conditions likely to be encountered in carrying out the outstanding 'On Street' Works, using the knowledge gained in carrying out a section of work in Leith Walk under the terms of the Infraco Contract and implementing the Princes Street Supplemental Agreement.

The background to the On Street Supplemental Agreement is as detailed below :-

At the mediation held between 29 June and 3 July 2009 tie and the Infraco discussed the possibility of extending the principle of the Princes Street Supplemental Agreement (PSSA) to an On Street Supplemental Agreement (OSSA). Although no formal agreement was reached, it was agreed that the PSSA could form the basis for any future OSSA.

On 6 October 2009 a meeting was convened between senior representatives of tie and Infraco, where the principles established in June / July 2009 for an OSSA were developed, resulting in clear actions / deliverables for both parties to work together to finalise an OSSA.

There have been numerous meetings since October 2009 where tie and Infraco have worked together to agree the elements and contents of what has resulted in the enclosed OSSA proposal.

Although the OSSA appears a more substantial document, the essence of the PSSA has been retained. The content of the OSSA Appendices necessarily result in a clearer and more concise document when compared to the PSSA document, as explained under:-

The restriction on the scope recoverable in accordance with the PSSA has been removed. The OSSA includes for Works above the 'tendered formation' detailed in the PSSA. This change is as a consequence of recognition by both parties that the strict implementation of the PSSA would have had a detrimental effect on the progress on Princes Street which would have adversely impacted on the opening of Princes Street by the key date of 29 November 2009.

Infraco with the agreement of tie therefore adopted a flexible approach by extending the recovery method under the PSSA to the scope above 'tendered formation'. This measure provided obvious benefits on Princes Street and is therefore reflected in the OSSA.

The OSSA extends the 'schedule of rates' to include not only staff and labour, but materials and plant. This will ensure a degree of price fixity which did not exist in the PSSA. The Material and Plant rates have in most cases been agreed with tie based on either existing rates under the PSSA or negotiations with our Supply Chain to offer 'best value'.

The credit has been pre-calculated and included in the offer. This is to avoid the protracted discussion which occurred in implementing the terms of the PSSA to agree an appropriate Credit.

The OSSA credit, whilst not agreed, is a fixed and final commercial offer which we believe to be more than reasonable based on our respective positions on this matter.

The procedures clearly identify the processes to be adopted to ensure transparency, to allow early intervention to ensure 'best value', to reduce the cost of administration and to reduce the information delay from that experienced in administering the PSSA. In addition tie's suggestion to integrate tie commercial staff has been adopted which will further benefit the operation of the OSSA.

We firmly believe that a Supplemental Agreement as per our current offer is the best way forward in the On Street section of the Infraco Works in terms of both programme and price. The implementation of this agreement would allow the commencement of works in areas and in sequences manifestly different from our planned progress of Works without the problems hitherto experienced when dealing with the changes. It is our firm belief that this will benefit completion of the overall Works whilst maintaining an agreed resource at agreed rates thereby providing price certainty.

The OSSA will allow and demonstrate to the City of Edinburgh a commitment by Infraco to complete the Works, albeit in a different manner, which will clearly be to the benefit of all concerned and also serve to effectively reduce the potential for disputes.

The enclosed agreement is provided to you on the strict understanding that the principle of the OSSA, as a platform for progressing these works, is acceptable to you. If the enclosed agreement is executed by 26 February 2010, Infraco undertakes to commence the works covered by the OSSA on 2 March 2010.

However, if you no longer see the OSSA as being acceptable by tie then we ask that you inform us in writing by return.

Yours faithfully,


M Foerder
Project Director
Bilfinger Berger Siemens CAF Consortium

cc: M. Berrozpe
A. Urriza
A. Campos
R. Walker
M. Flynn

**SUPPLEMENTAL
AGREEMENT**

between

TIE LIMITED

and

BILFINGER BERGER CIVIL UK LIMITED

and

SIEMENS PLC

and

CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES S.A.

IN RELATION TO ON STREET WORKS

000001

CEC00654535_0003

LIST OF CONTENTS

1. On Street Works Supplemental Agreement (OSSA)
2. Appendix 1: Scope recoverable under demonstrable costs
 - Section A: Introduction
 - Section B: Part i): Summary of Scope Split (2 page coloured chart)
Part ii): Detailed Scope Split (4 page table)
 - Section C: List of Change Orders issued prior to 31.01.10
3. Appendix 2: Basis for Recovery
 - Section A: Rates, Cost and Uplift Definitions
 - Section B: Staff, Labour, Plant and Material rates
 - Section C: Procedure for Recording Resources for Recovery.
 - Section D: Fixed and Time Related Prelim Costs
 - Section E: Organograms
 - Section F: Commercial Staff Integration
4. Appendix 3: Credit of Construction works price for works carried out under On Street Supplemental Agreement.
 - Section A: Credit value
 - Section B: Information used in calculating Credit value
5. Appendix 4: Construction programme
 - Part 1: Narrative
 - Part 2: Construction programme
6. Appendix 5: Prolongation Costs Minute of Variation

000002

SUPPLEMENTAL AGREEMENT

BETWEEN

- (1) **TIE LIMITED**, a company incorporated in Scotland under number SC230949 and having its registered office at City Chambers, High Street, Edinburgh, EH1 1YJ ("**tie**"), which expression shall include its successors, permitted assignees and transferees; and
- (2) **BILFINGER BERGER CIVIL UK LIMITED**, a company incorporated in England and Wales under number 02418086 and having its registered office at 7400 Daresbury Park, Warrington, Cheshire, WA4 4BS, which expression shall include its successors, permitted assignees and transferees; and
- (3) **SIEMENS PLC**, a company incorporated in England and Wales under number 00727817 and having its registered office at Faraday House, Sir William Siemens Square, Frimley, Camberley, Surrey, GU16 8QD, which expression shall include its successors, permitted assignees and transferees; and
- (4) **CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES S.A.**, a company registered in Spain in the Corporate Register of Guipuzcoa: volume 983, sheet 144, page number SS-329, entry 239 and having its registered office at J.M. Iturrioz 26, 20200 Beasain (Guipuzcoa), Spain ("**CAF**") which expression shall include its successors, permitted assignees and transferees.

BACKGROUND

- A. **tie** and Bilfinger Berger UK Limited and Siemens Plc entered into an agreement on a joint and several basis dated 14 May 2008, for the design, construction, testing, commissioning and maintenance of the Edinburgh Tram Network (the "**Infraco Contract**").
- B. Pursuant to a Minute of Variation dated 14 May 2008, CAF became a member of the Infraco (Bilfinger Berger UK Limited and Siemens Plc together with CAF being hereinafter referred to as the "**Infraco**").

000003

- C. Certain issues have arisen between the parties in relation to various Notified Departures which may arise in relation to the On Street Works between Haymarket and Newhaven, Edinburgh.
- D. On 11 November 2009 Bilfinger Berger UK Limited changed its name to Bilfinger Berger Civil UK Limited.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. Words and expressions shall have the meaning ascribed to them in the Infraco Contract.

“Scope recoverable under Demonstrable Cost” means the scope comprised within the On Street Works that has been agreed to be constructed and paid for on a Demonstrable Cost basis as presented in Section B: Part i) Summary of Scope Split and Part ii) Detailed Scope Split appended hereto at Appendix 1.

“Scope not recoverable under Demonstrable Cost” means the scope comprised within the On Street Works that has been agreed to be constructed and is not to be paid on a Demonstrable Cost basis as presented in Section B: Part i) and Part ii) and Section C appended hereto at Appendix 1. Scope not recoverable under Demonstrable Cost shall be valued and paid for in accordance with Clause 3.2 of this Supplemental Agreement.

“Demonstrable Cost” means the cost to the Infraco of carrying out the On Street Works calculated (where applicable) on the basis of the resource used multiplied by the rates and any Subcontractor costs including Subcontractor uplift percentages as appropriate appended hereto at Appendix 2 and otherwise on the basis of such reasonable and necessary cost (direct and indirect) as shall be incurred by the Infraco.

“Credit of Construction Works Price” means the credit due to tie for the Scope recoverable under Demonstrable Cost in the amounts as presented in Section A: Credit Value appended hereto at Appendix 3.

“On Street construction programmes” means the programmes provided for information and coordination purposes only and appended hereto at Appendix 4.

“OSSA” means the On Street Supplemental Agreement, i.e. this Supplemental Agreement in relation to On Street Works.

"On Street Works" means that scope of the Infraco Works that are to be carried out to construct and complete the civil engineering works elements of the Infraco Works within Sections 1A, 1B, 1C and 1D of the Edinburgh Tram Network with the exception of W1 - Lindsay Road Retaining Wall, S16 - Victoria Dock Bridge, S17 - Tower Place Bridge, Leith Sands Substation, Leith Walk Substation and Cathedral Lane Substation.

"Preliminaries Minute of Variation" means the Minute of Variation dated 3 June 2009 between tie and Infraco, amending Appendix G to Schedule Part 4 of the Infraco Contract.

"Prolongation Costs Minute of Variation" means the Minute of Variation dated _____ 2010 between tie and Infraco, amending Appendix G to Schedule Part 4 of the Infraco Contract and appended hereto at Appendix 5.

2. Subject to Clause 3.2, notwithstanding the terms of the Infraco Contract, the Parties have agreed that the Infraco's sole entitlement to payment, extension of time or other relief in respect of the On Street Works and the impact of the On Street Works on the Infraco Works shall be governed by the terms set out in this Supplemental Agreement.
3. The Parties agree that:
 - 3.1 All On Street Works Scope recoverable under Demonstrable Cost and including for the avoidance of doubt all circumstances which would give rise to any Permitted Variation, Relief Event or Compensation Event will be recorded and paid on a Demonstrable Cost basis together with head office overhead and profit percentages, Consortium Preliminaries as referred to in Appendix G of Schedule Part 4, 15% in respect of the aggregate of Subcontractor Costs and Subcontractor uplift and 15% in respect of the Bilfinger Berger Civil UK Limited Costs as though such works were a tie Change. For all other purposes in the Infraco Contract the works described in this Clause 3.1 and the said circumstances shall not be recovered as a Permitted Variation, Relief Event or Compensation Event.
 - 3.2 All On Street Works Scope not Recoverable under Demonstrable Cost shall be valued and paid in accordance with the Infraco Contract.
 - 3.3 The Credit of Construction Works Price shall be credited to tie and shall be deemed to be the price already included in the Construction Works Price for all construction activities required to complete the On Street Works Civil Engineering elements recoverable under Demonstrable Cost.

000005

CEC00654535_0007

- 3.4 To the extent that additional cost (or delay) is caused to the carrying out of the remaining Infraco Works as a consequence of events affecting and the circumstances in which the On Street Works are being undertaken, the Infraco shall be entitled to payment of all reasonable additional costs, including the cost of temporary and permanent site works and any additional costs resulting from any necessary redesign works associated with the systems and trackworks installation, together with head office overhead and profit percentages, Consortium Preliminaries, any other preliminaries percentage and Preliminaries elements in relation to prolongation costs as referred to in Appendix G of Schedule Part 4, (as amended by the Preliminaries Minute of Variation and Prolongation Costs Minute of Variation and 15% in respect of the aggregate of Subcontractor Costs and Subcontractor uplift) (and, for the avoidance of doubt, an extension of time in accordance with Clause 3.5) and tie shall ensure that the tie Representative shall certify such reasonable amounts as shall be incurred monthly in accordance with Clause 67.5.
- 3.5 The Infraco shall progress the On Street Works with due expedition and without delay taking cognisance of the extent and nature of the On Street Works and the circumstances in which they are undertaken. The Infraco shall be entitled to an extension of time in respect of any delay in the progress of the On Street Works and any direct consequential delay to the Infraco Works howsoever caused save to the extent that any such delay is caused by the Infraco's failure to progress the On Street Works in accordance with this Clause 3.5 or any other material breach by the Infraco of the Infraco Contract or this Supplemental Agreement and tie shall award such extension of time as if the delay had been caused by: a Relief Event to which Clause 64 applies; a Compensation Event to which Clause 65 applies; a tie Change to which Clause 80 applies; or a Notified Departure to which Schedule Part 4 (Pricing) applies in the Infraco Contract, including an update to the Programme and Planned Sectional Completion Dates (Section A, B, C and D) to reflect such delay. Infraco shall be entitled to payment of Preliminaries elements in relation to prolongation costs as referred to in Appendix G of Schedule Part 4, (as amended by the Preliminaries Minute of Variation and Prolongation Costs Minute of Variation) in respect of any extension of time awarded in accordance with this clause 3.5.
4. The Parties agree that for the process of recording, establishing and agreeing Demonstrable Cost pursuant to Clause 3.1 shall be as set out in Appendix 2, read in conjunction with Appendix 1 to this Supplemental Agreement.

5. The Infraco shall commence construction activity for the On Street Works on or about Tuesday 2 March 2010.
6. The Infraco Contract shall continue in full force and effect and shall not be amended by this Supplemental Agreement, except in so far as its application to the On Street Works as set out in this Supplemental Agreement and each Party preserves its rights and remedies in relation to any existing breach of the Infraco Contract (whether known or not) and notwithstanding breached provisions may have been amended by this Supplemental Agreement.
7. The Parties agree that any dispute, difference or unresolved claim between the Parties in connection with or arising from this Supplemental Agreement shall be dealt with in accordance with the provisions set out in Schedule Part 9 of the Infraco Contract (*Dispute Resolution Procedure*).

The Infraco shall undertake its obligations under this Supplemental Agreement on a joint and several basis.

IN WITNESS WHEREOF these presents consisting of this and the preceding pages are executed as follows:

EXECUTED for and on behalf of **TIE LIMITED** at Edinburgh on

2010 by:

Authorised Signatory

Full Name

Witness Signature

Full Name

Address

EXECUTED for and on behalf of **BILFINGER BERGER UK LIMITED** at Edinburgh on

2010 by:

Authorised Signatory

Full Name

Authorised Signatory

Full Name

000008

CEC00654535_0010

EXECUTED for and on behalf of **SIEMENS PLC** at Edinburgh on

2010 by:

Authorised Signatory

Full Name

Authorised Signatory

Full Name

EXECUTED for and on behalf of **CAF** at Edinburgh on

2010 by:

Authorised Signatory

Full Name

Authorised Signatory

Full Name

000009

CEC00654535_0011

APPENDIX 1

000010

CEC00654535_0012

On Street Supplemental Agreement

Appendix 1 Section A

Section A: Introduction to Scope

The scope of works which is intended to be carried out under the OSSA is summarised in Appendix 1 Section B Part i) and further detailed in Part ii).

000011

CEC00654535_0013

ON STREET SUPPLEMENTAL AGREEMENT
 APPENDIX 1 SECTION B Part (I) SUMMARY OF SCOPE SPLIT

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
1	Preliminary Costs		
2	Site Clearance		
3	Fencing & Road Restraint Systems		
4	Drainage & Service Ducts		
5	Existing Road/ New Roads/Parking Bays (Excluding Track Form)		
	5.1 Planing / Excavation of Existing		
	5.2 Sub-Base		
	5.3 Pavement - Bituminous Surfacing		
	5.4 Pavement - Setts		
	5.5 Bituminous Regulating Course		
	5.6 Surface Treatment (High Friction/Coloured Surfacing)		
6	Kerbs, Footways and Paved Areas incl Central Reserves		
	6.1 Removal of Kerbs and Existing Central Reserve		
	6.2 Lift and clean setts for re-use		
	Re-Construct Footways / Central reserves		
	6.3 Any works below sub-base level		
	6.4 Sub-base		
	6.5 Setts		
	6.6 Surfacing		
	6.7 Kerbs including Re-set existing kerbs (as a result of full road construction)		
7	Traffic Signs		
	7.1 Foundations and Ducting etc		
	7.2 Traffic Signs and Poles		
8	Road Markings		
	8.1 Remove existing road marking		
	8.2 New Road markings		
9	Traffic Signals/Pedestrian Crossings		
	9.1 Civils elements		
	9.2 All other Traffic Signals/Pedestrian Crossings elements		
10	Street Lighting		
	10.1 Civils elements		
	10.2 All other Street Lighting elements		
11	Tramstop		
	11.1 Tram Stop Platform and Platform Finshes		
	11.2 Tram Stop Shelter & Ancillary Equipment (excluding system works equipment)		
12	Track Form (excluding system and track works scope)		
	12.1 Excavation		
	12.2 Sub-Base		
	12.3 Blinding Layer		
	12.4 Track Formation Improvement Slab		

ON STREET SUPPLEMENTAL AGREEMENT
APPENDIX 1 SECTION B Part (i) SUMMARY OF SCOPE SPLIT

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
12.5	Infill Concrete to Rheda City Sleepers		
12.6	Pavement Infill (Bituminous Surfacing)		
13	OLE Bases & Cable Routes		
14	Traffic Management		
15	Works associated with Utilities, Utility Diversions / Protection		
16	Change Orders issued prior to 31/1/10 as Identified in Appendix 1 Section C		
Notes 1 : For all items 'Paid as Demonstrable Costs' a credit has already been provided for in Appendix 3, Section A. 2 : The items shown Green are not paid as Demonstrable Cost 3 : Any civil engineering works activities excluded from the above list are deemed to be paid on a Demonstrable Cost basis 4 : All activities not deemed as civil engineering works are excluded from the above list (i.e. Siemens scope)			

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
1	Preliminary Costs	All Preliminaries with the exception of BBUK Fixed and Time Related Prelim Costs, refer Appendix 2 Section D.	Refer Appendix 2: Section D
2	Site Clearance	<p>General Site Clearance , tree felling , cutting back trees, hedges and shrubs, fences and walls</p> <p>Take up or down and set aside for re-use or remove to store or tip off site any of the following :- fencing, safety barriers, vehicle parapets, pedestrian guardrails, road lighting columns and brackets, traffic signs, road studs, street furniture, litter bins, benches, ornamental sculptures, bollards, police boxes, phone boxes, bus shelters, ticket machines, bus trackers, post boxes, cycle stands, cctv camera mounting poles, red light/speed camera mounting poles, feeder pillars, communications cabinets, chamber covers and frames, gully gratings and frames</p> <p>Demolition of existing structures</p> <p>Utility works in connection with any item of street furniture</p>	
3	Fencing & Road Restraint Systems	<p>Any type of Fencing including remove from store and re-erect existing fencing</p> <p>Safety Barrier, Transitions, Terminals and connections to existing systems</p> <p>Vehicle Parapets, Pedestrian Parapets and Pedestrian Guardrails including Remove from store and re-erect safety barrier</p> <p>Excavation in hard material</p>	
4	Drainage & Service Ducts	<p>Drains and Service Ducts including track drainage</p> <p>Filter Drains</p> <p>Excavation in Hard Material</p> <p>Connections including track drainage</p> <p>Chambers and Gullies</p> <p>Soft Spots and Other Voids</p> <p>Renew, Raise or Lower Covers and Gratings on existing chambers and gullies</p> <p>Remove from store and reinstall Chamber Covers and Frames and Gully Gratings and Frames</p> <p>Grouting Up Existing Drains and Service Ducts</p> <p>Clean, clear or unblock Existing Drainage Systems</p> <p>Dealing with Disused Sewers, Drains, Cables, Ducts or Pipelines occurring at Formation or Sub-formation Level; Disused Basements, Cellars and Gullies</p>	
5	Existing Road / New Roads / Parking Bays (Excluding Track Form)		
		Earthwork	
		1 Excavation	
		2 Excavation in Hard Material	
		3 Disposal	
		4 Imported Fill	
		5 Compaction of Fill	
		6 Geotextiles	
		7 Soft Spots and other voids	

000014

CEC00654535_0016

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
		<p>8 Dealing with Disused Sewers, Drains, Cables, Ducts or Pipelines occurring at Formation or Sub-formation Level; Disused Basements, Cellars and Gullies</p> <p>9 Topsoiling and Storage of Topsoil</p> <p>10 Completion of Formation and Sub-formation</p> <p>11 Trial Pits</p> <p>12 Breaking Up and Perforation of Redundant Pavements, Slabs or Basements</p> <p>Sub-Base Pavement (Bituminous Surfacing) Regulating Course Surface Treatment (High Friction / Coloured Surfacing) Tack Coat Planing Reinstatement of Paved Areas</p>	
6	Kerbs, Footways and Paved Areas incl Central Reserves	<p>Earthworks (See earlier Items 1 to 12)</p> <p>Foundations 1 In Situ concrete</p> <p>2 Reinforcement</p> <p>3 Formwork</p> <p>planing Kerbs, Channels, Edgings, Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems Remove from Store and Relay Kerbs, Channels, Edgings, Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems Sub-Base Pavement (Bituminous Surfacing) Regulating Course Tack Coat Lift and clean setts for re-use Setts Wearing Course Pavement (PCC Paving Slabs) Remove from Store and Relay Paving Flags, Slabs and Blocks Supply of New Kerbs & Slabs Disposal of unacceptable Kerbs & Slabs Removal existing road kerb and central reserve Re-set existing kerbs (as a result of full road construction)</p>	
7	Traffic Signs	<p>Earthworks (See earlier Items 1 to 12)</p> <p>Foundations (See earlier Items 1 to 3)</p> <p>Remove from Store and Re-erect Traffic Signs Earthing and Bonding Works Sign Poles & Plates Brackets Lanterns, Cabling, Conduit, Cut Outs, Fuses, Lamps, Testing etc for Lit Signs Permanent Bollards (Lit & Unlit)</p>	
8	Road Markings	<p>Removal of Road Markings Remove from Store and Re-install Road Studs Road Markings Road Studs</p>	

000015

CEC00654535_0017

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
9	Traffic Signals/Pedestrian Crossings	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Ducts Chambers Earthing and Bonding Works Road Markings in connection with Pedestrian Crossings	
10	Street Lighting	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Locating Buried Road Lighting and Traffic Signs Cable Trench for Cable or Duct Duct Chambers Earthing and Bonding Works Columns, Brackets, Wall Mounted Brackets Lanterns, Cabling, Conduit, Cut Outs, Fuses, Lamps, Painting, Testing etc Columns, Cabling, Lanterns etc Cable Cable Joints and Terminations Feeder Pillars Earth Electrodes	
11	Tramstop	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Tram Stop Platform and Platform Finishes Earthing and Bonding Works Tram Stop Shelter & Ancillary Equipment (excluding system works equipment)	
12	Track Form (excluding system and trackworks scope)	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Sub-Base Pavement (Bituminous or Other Surfacing) Regulating Course Tack Coat Lift and clean setts for re-use Setts Wearing Course planing Infill Concrete to Rheda City Sleepers Blinding Concrete Insitu Concrete to Track Formation Improvement slab Waterproofing Earthing and Bonding Works	
13	OLE Bases & Cable Routes	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Piling Waterproofing Earthing and Bonding Works	

000016

CEC00654535_0018

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
		Trench for Cable or Duct Cable and Duct Chambers	
14	Traffic Management	Traffic Management	
15	Works associated with Utilities, Utility Diversions / Protection	Any Works associated with Utilities, Utility Diversions or Protection of Utilities	
		Provision of Regional Electric Company Power Connections to Street Lighting Distribution Pillars, Third Party Street Furniture police boxes, phone boxes, bus shelters, ticket machines, bus trackers, CCTV camera mounting poles, red light/speed camera mounting poles, feeder pillars, communications cabinets	
16	Change Orders		Change Orders issued prior to 31/1/10 as identified in Appendix 1 Section C
Notes 1 : For all items 'Paid as Demonstrable Costs' a credit has already been provided for in Appendix 3, Section A. 2 : Any civil engineering works activities excluded from the above list are deemed to be paid on a Demonstrable Cost basis 3 : All activities not deemed as civil engineering works are excluded from the above list (i.e. Siemens scope)			

On Street Supplemental Agreement

Appendix 1 Section C : List of Change orders issued prior to 31 January 2010

TCO	INTC	Letter Ref	Letter Date	Amount (£)	Comments / Outstanding Works	Section	Detail
8	166	INF CORR 452	03/12/08	17,023	Y	1A	Demolition of existing garage and fuel tanks on Ocean Drive.
16	168	INF CORR 785	02/03/09	5,858	Y	1A	Demolition of existing building at 33 Ocean Drive.
48	169	INF CORR 1349/MP	29/04/09	9,329	Y	1C	Relocation of Police Box Coffee Bar - Picardy Place
133	151	INF CORR 3239/SB	22/01/10	1,066	Y	1B	Excavate and replace existing BO material within existing utility trenches.

000018

APPENDIX 2

000019

CEC00654535_0021

Section A Rates, Cost and Uplift Definitions

A. Named and Dedicated Staff – Standard Rates

Staff costs are recoverable at the 4-weekly rates contained in Appendix 2 Section B.

1. BBUK Staff

Staff Rates include for :-

- a) Salary
- b) Bonus and incentives allowance.
- c) Absence due to illness/income Protection
- d) Absence due to holidays
- e) Meeting the requirements of the law
- f) Travel ordinarily incurred in carrying out his / her duties in connection with ETN.
- g) Subsistence /Accommodation where applicable.
- h) Medical Examinations
- i) Passport and Visas
- j) Travel Insurance
- k) items g-k) for dependants
- l) Pension and Life Assurance
- m) Death benefit
- n) Occupational accident benefit
- o) Medical aid including private healthcare schemes
- p) Vehicle provision/allowance including fuel/fuel allowances
- q) Redundancy
- r) Training including allowance for cost of training.
- s) Mobile Phones including calls and IT equipment and supplies where applicable
- t) Expenses if ordinarily incurred in carrying out his/her duties in connection with ETN.
- u) PPE

BBUK Staff Rates apply up until 31 March 2010, thereafter reviewed on an annual basis until completion of the On Street Works with any increase reflecting actual rate increase.

BBUK Staff Rates exclude any uplift percentages associated with Civil Engineering Works.

BBUK Staff Rates exclude for Overtime, which is recoverable in addition.

000020

Section A Rates, Cost and Uplift Definitions (contd)

2. SubContract Staff

Sub Contract Staff Rates include for :-

- a) Salary
- b) Bonus and incentives allowance.
- c) Absence due to illness/income Protection
- d) Absence due to holidays
- e) Meeting the requirements of the law
- f) Travel ordinarily incurred in carrying out his / her duties in connection with ETN.
- g) Subsistence /Accommodation where applicable
- h) Medical Examinations
- i) Passport and Visas
- j) Travel Insurance
- k) items g-k) for dependants
- l) Pension and Life Assurance
- m) Death benefit
- n) Occupational accident benefit
- o) Medical aid including private healthcare schemes
- p) Vehicle provision/allowance including fuel/fuel allowances
- q) Redundancy
- r) Training including allowance for cost of training.
- s) Mobile Phones including calls and IT equipment and supplies where applicable
- t) Expenses if ordinarily incurred in carrying out his/her duties in connection with ETN.
- u) PPE

SubContract Staff Rates apply up until 31 March 2010, thereafter reviewed on an annual basis until completion of the On Street Work with any increase reflecting actual rate increase.

SubContract Staff Rates exclude for Overtime, which is recoverable in addition.

SubContract Staff Rates exclude uplift as detailed in Appendix 2 Section A Part E.

000021

Section A Rates, Cost and Uplift Definitions (contd)

B. Labour Rates

Labour costs are recoverable at the hourly rates contained in Appendix 2 Section B

In the case of full time labour the rates are multiplied by their working hours.

In the case of part time labour the rates are multiplied by the hours dedicated to OSSA Works.

Labour Rates include for:-

- a) Wage including shift allowances
- b) Bonus and incentives
- c) Absence due to illness/income Protection
- d) Absence due to holidays
- e) Meeting the requirements of the law
- f) Travel ordinarily incurred in carrying out his / her duties in connection with ETN
- g) Subsistence /Accommodation where applicable
- h) Medical Examinations
- i) Pension and Life Assurance
- j) Death benefit
- k) Occupational accident benefit
- l) Medical aid including private healthcare schemes
- m) Redundancy
- n) Training including allowance for cost of training.
- o) Expenses if ordinarily incurred in carrying out his/her duties in connection with ETN.
- p) PPE
- q) CITB Contribution

Standard/Nightshift and NPO rates apply as defined in Appendix 2 Section B Part (iii)

Labour Rates apply up until 30 June 2010, thereafter reviewed on an annual basis until completion of the On Street Works with any increase reflecting the actual rate increase as detailed in the Working Rule Agreement.

Labour Rates exclude uplift as detailed in Appendix 2 Section A Part E.

000022

Section A Rates, Cost and Uplift Definitions (contd)

C. Plant Rates

Plant costs are recoverable at the rates contained in Appendix 2 Section B

In the case of fully dedicated plant the rates are multiplied by their hours on site.

In the case of non dedicated plant the rates are multiplied by the hours dedicated to OSSA Works.

- i) Manned plant at the agreed rate multiplied by the time for which the plant is on site. On hire and off hire charges, consumables, plant operative and any costs associated with breakdown and/or cost of repair or replacement are included within the rate. Fuel shall be recoverable in addition.
- ii) Hired or owned plant at the agreed rate multiplied by the time for which the plant is on site. On hire and off hire charges, consumables and any costs associated with breakdown and/or cost of repair or replacement are included within the rate. Fuel shall be recoverable in addition.
- iii) Rates for Labour exclude vans and/or crew buses and these require to be reimbursed under Subcontract Plant. On hire and off hire charges, consumables and any costs associated with breakdown and/or cost of repair or replacement are included within the rate. Fuel shall be recoverable in addition.
- iv) In the event that plant is required for a shorter period than 8 hours, the plant cost shall be the minimum hire period of 8 hours.

Extra Over charges shall apply for Operator Overtime as defined in Appendix 2 Section B Part (iv) & (v).

Plant Rates apply up until 30 June 2010, thereafter reviewed on an annual basis until completion of the On Street Works with any increase reflecting the actual rate increase which is to be reflective of industry standard rate increase.

Plant Rates exclude uplift as detailed in Appendix 2 Section A Part E.

Section A Rates, Cost and Uplift Definitions (contd)

D. Materials

Material costs are recoverable as the quantity delivered at the rates contained in Appendix 2 Section B, which include standard delivery charges.

- i) Quantity of materials shall be substantiated by signed delivery tickets detailing location where material to be used where possible.
- ii) In the circumstance of lost or destroyed delivery tickets, material quantity shall be highlighted as such and otherwise demonstrated as material delivered to site for OSSA Works.
- iii) In the event of additional charges due to special circumstances (e.g. out of hours delivery) these charges shall be recoverable in addition and substantiated by Invoice.

Materials Rates apply up until 31 December 2010, unless otherwise stated.

Materials Rates exclude uplift as detailed in Appendix 2 Section A Part E.

E. Subcontractors Preliminaries Uplift

The rates for Staff, Labour, Materials, Plant and Sub Subcontractors shall be subject to the following uplifts. These percentage additions to the Sub Contractors' costs include for the Sub Contractor's Head Office Overheads and Profit and any off site attendances not included in any rates identified in Appendix 2 Section B.

In addition, any Labour Only Sub-subcontractors employed by the Subcontractors will be subject to an additional 2% to cover CITB and PPE charges.

MacKenzie Construction Ltd	15.5%
McKean and Company (Glasgow) Ltd	15.5%
Crummock (Scotland) Ltd	19.5%

F. Disallowable Recovery

The following are non recoverable under the OSSA

- i) Plant Breakdown including consequential costs and fitter time rectifying.
- ii) Materials which do not comply with the Specification
- iii) Plant hire company Theft/Damage charges.
- iv) Events covered by Insurances (Infracore, subcontractor and OCIP)
- v) Insurance excesses.
- vi) Reworking due to poor workmanship and/or failure of materials (excluding snagging items)
- vii) Small plant changeover charges
- viii) Vehicle damage

000024

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (i) BBUK staff

STAFF RATES: BILFINGER BERGER CIVIL UK LTD				
Item	Description	%age dedicated	Unit	4 Weekly Rate
	SCHEDULE OF RATES for use in the carrying out work on On Street Works			
	Staffing:			
	Section Manager - Andy Hornsby	100	4wkly	
	Site Agent - Brian Donnelly	100	4wkly	
	Section Engineer - Frank Young	100	4wkly	
	Works Manager - David Campbell	100	4wkly	
	Section Foreman - Name	100	4wkly	
	Section Engineer - Graham Adcock	100	4wkly	
	Section Engineer - Christopher Altoft	100	4wkly	
	Section Engineer -			
	Section Enginner -			
	Assistant Engineer - Przemek Jeszkie	100	4wkly	
	Office Manager - Aileen Billingsley	100	4wkly	
	Cost Manager - Karen Beglin	100	4wkly	
	Senior Quantity Surveyor - Sheddon Kydd	100	4wkly	
	Senior Quantity Surveyor - Steve Smith	100	4wkly	
	Senior Quantity Surveyor - Ian Little	100	4wkly	
	Quantity Surveyor - Jeff Amis	100	4wkly	
	Quantity Surveyor -	100	4wkly	
	Assistant Quantity Surveyor - Donna McGregor	100	4wkly	
	Assistant Quantity Surveyor - Oliver Erskine			
	General Foreman - Columba Cannon	100	4wkly	
	Foreman - Wyn Jones	100	4wkly	
	Ganger - Chris Jones	100	4wkly	
	General Op - Michael Welsh	100	4wkly	
	Cleaner - Rhian Jones	100	4wkly	
	Staff overtime rates			
		uplift on above	shift	
	Staff nightshift uplift			
		uplift on above	shift	
<p>Notes:-</p> <ol style="list-style-type: none"> 1. The period is 4-weekly. 2. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part A.1 3. Rates exclude any BBUK Uplift Percentages 4. Rates are fixed until 31 March 2010 				

000025

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (ii) SubContractor Staff

STAFF RATES: MACKENZIE CONSTRUCTION LTD			
Item	Description	Unit	4 Weekly Rate
	SCHEDULE OF RATES for use in the carrying out work on On Street Works		
	Staff		
	Contracts Manager - David Bill	4wkly	8,289
	Project Manager - Alan Robinson	4 wkly	6,945
	Project Manager - Ross Cairns	4 wkly	6,945
	Site Agent - Jonathan Hall	4wkly	5,970
	Site Agent - Robert O'Neill	4wkly	5,970
	S Contracts Engineer / S Measurement Engineer - NAME	4wkly	5,618
	Contracts Engineer - Name	4wkly	5,055
	General Foreman -NAME	4wkly	5,968
	Site Engineer - Name	4wkly	4,497
	Office Manager - NAME	4wkly	4,212
	Site Clerk - Name	4wkly	2,704
	Typist - Name	4wkly	1,846
	Senior Accounts Staff - NAME	4wkly	4,213
	Accounts Admin - NAME	4wkly	2,297
	Quantity Surveyor - Andrew Boyle	4wkly	3,938
	HSE Site Manager	4wkly	4,782
	Measurement Engineer	4wkly	3,882
Notes:- 1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part A.2 2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E 3. Rates exclude BBUK Uplift Percentages 4. Rates are fixed until end 31 March 2010			

000026

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (ii) SubContractor Staff

STAFF RATES: MCKEAN AND COMPANY (GLASGOW) LTD			
Item	Description	Unit	4 Weekly Rate
	SCHEDULE OF RATES for use in the carrying out work on On Street Works		
	Staffing:		
	Contracts Manager - Norman Law	4wkly	6,063
	Programme and Change Manager - Name	4wkly	9,173
	Site Agent - Chris	4wkly	4,967
	Site Agent - D Nisbet	4wkly	4,967
	Site Agent - Greg	4wkly	4,967
	General Foreman -James Kelly	4wkly	4,422
	Foreman - NAME	4wkly	4,422
	Engineer - NAME	4wkly	3,784
	Site Clerk - Name	4wkly	3,065
	Typist - Name	4wkly	3,004
	Senior Quantity Surveyor - NAME	4wkly	5,769
	Quantity Surveyor - NAME	4wkly	4,513
	Assistant Quantity Surveyor - NAME	4wkly	3,631
Notes:-			
1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part A.2			
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E			
3. Rates exclude BBUK Uplift Percentages			
4. Rates are fixed until end 31 March 2010			

000027

ON STREET SUPPLEMENTAL AGREEMENT
APPENDIX 2 SECTION B Part (ii) SubContractor Staff

STAFF RATES: CRUMMOCK (SCOTLAND) LTD			
Item	Description	Unit	4 Weekly Rate
	SCHEDULE OF RATES for use in the carrying out work on On Street Works		
	Staffing:		
	Contracts Manager - Derek McAllister	4wkly	7,348
	Project Manager - NAME	4 wkly	5,215
	Section Manager - NAME	4wkly	6,554
	Works Manager - NAME	4wkly	5,316
	Site Engineer - Name	4wkly	4,179
	Contract Administrator - Name	4wkly	2,366
	Project Quantity Surveyor - John Stephen	4wkly	8,800
	Quantity Surveyor - Tom Anderson	4wkly	4,753
	Graduate QS - Yvonne Salumba	4wkly	tba
Notes:- 1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part A.2 2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E 3. Rates exclude BBUK Uplift Percentages 4. Rates are fixed until end 31 March 2010			

000028

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (iii) Labour

LABOUR RATES: MACKENZIE CONSTRUCTION LTD			
Item	Description	Unit	Hourly Rate
	Labour (Mon-Thu 08:00-16:30hrs, Fri 08:00-15:30hrs)		
	General Operative	hr	16.65
	Labour Skill Level 3	hr	17.54
	Labour Skill Level 2	hr	17.18
	Labour Skill Level 1	hr	16.82
	Joiner	hr	20.98
	Brick Layer	hr	21.66
	Working Foreman	hr	21.66
	Ganger - 1	hr	17.93
	Ganger - 2	hr	18.46
	Labour Non Productive Overtime		
	Saturday am and Weekdays (Sat 08:00-12:00hrs , Mon - Fri pre 08:00hrs & post 16:30hrs)		
	General Operative	hr	4.10
	Labour Skill Level 3	hr	4.16
	Labour Skill Level 2	hr	4.14
	Labour Skill Level 1	hr	4.12
	Joiner	hr	5.00
	Brick Layer	hr	5.00
	Working Foreman	hr	4.58
	Ganger - 1	hr	4.24
	Ganger - 2	hr	4.32
	Saturday pm and Sunday all day		
	General Operative	hr	8.84
	Labour Skill Level 3	hr	9.04
	Labour Skill Level 2	hr	8.94
	Labour Skill Level 1	hr	8.88
	Joiner	hr	10.00
	Brick Layer	hr	10.00
	Working Foreman	hr	9.62
	Ganger - 1	hr	9.30
	Ganger - 2	hr	9.42
	Nightshift (1900hrs - 0700hrs)		
	General Operative	hr	8.84
	Labour Skill Level 3	hr	9.04
	Labour Skill Level 2	hr	8.94
	Labour Skill Level 1	hr	8.88
	Joiners	hr	10.00
	Brick Layer	hr	10.00
	Working Foreman	hr	9.62
	Ganger - 1	hr	9.30
	Ganger - 2	hr	9.42
Notes:- 1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part B 2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E 3. Rates exclude BBUK Uplift Percentages 4. Rates applicable upto 30 June 2010			

000029

CEC00654535_0031

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (iii) Labour

LABOUR RATES: MCKEAN AND COMPANY (GLASGOW) LTD			
Item	Description	Unit	Hourly Rate
	Labour (Mon-Thu 08:00-16:30hrs, Fri 08:00-15:30hrs)		
	Labour Skill Level 3	hr	18.28
	Labour Skill Level 2	hr	16.38
	Labour Skill Level 1	hr	15.35
	Joiner	hr	20.22
	Steelfixer	hr	20.22
	Scaffolder	hr	20.22
	Brick Layer	hr	20.22
	Working Foreman	hr	26.71
	Storeman	hr	16.34
	Labour Non Productive Overtime		
	Saturday am and Weekdays (Sat 08:00-12:00hrs , Mon - Fri pre 08:00hrs & post 16:30hrs)		
	Labour Skill Level 3	hr	8.85
	Labour Skill Level 2	hr	7.88
	Labour Skill Level 1	hr	7.36
	Joiner	hr	9.76
	Steelfixer	hr	9.76
	Scaffolder	hr	9.76
	Brick Layer	hr	9.76
	Working Foreman	hr	13.04
	Storeman	hr	7.36
	Saturday pm and Sunday all day		
	Labour Skill Level 3	hr	14.97
	Labour Skill Level 2	hr	13.36
	Labour Skill Level 1	hr	12.49
	Joiner	hr	16.56
	Steelfixers	hr	16.56
	Scaffolder	hr	16.56
	Brick Layer	hr	16.56
	Working Foreman	hr	22.03
	Storeman	hr	12.49
Notes:-			
1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part B			
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E			
3. Rates exclude BBUK Uplift Percentages			
4. Rates applicable upto 30 June 2010			

000030

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (iii) Labour

LABOUR RATES: CRUMMOCK (SCOTLAND) LTD			
Item	Description	Unit	Hourly Rate
	Labour (Mon-Thu 08:00-16:30hrs, Fri 08:00-15:30hrs)		
	Labour Skill Level 3	hr	14.26
	Labour Skill Level 2	hr	13.51
	Joiner	hr	18.25
	Steelfixer	hr	18.25
	Working Foreman	hr	21.69
	Lorry Driver	hr	14.65
	Plant Operator	hr	20.52
	Ganger - 1	hr	15.74
	Labour Non Productive Overtime		
	Saturday am and Weekdays (Sat 08:00-12:00hrs , Mon - Fri pre 08:00hrs & post 16:30hrs)		
	Labour Skill Level 3	hr	5.01
	Labour Skill Level 2	hr	4.73
	Joiner	hr	9.12
	Steelfixer	hr	9.12
	Working Foreman	hr	6.11
	Lorry Driver	hr	5.36
	Plant Operator	hr	5.56
	Ganger - 1	hr	5.36
	Saturday pm and Sunday all day		
	Labour Skill Level 3	hr	10.03
	Labour Skill Level 2	hr	9.46
	Joiner	hr	18.25
	Steelfixers	hr	18.25
	Working Foreman	hr	12.21
	Lorry Driver	hr	10.72
	Plant Operator	hr	11.13
	Ganger - 1	hr	10.72
	Nightshift (1900hrs - 0700hrs)		
	Labour Skill Level 3	hr	8.04
	Labour Skill Level 2	hr	7.52
	Labour Skill Level 1	hr	7.09
	Joiners	hr	13.69
	Steelfixers	hr	13.69
	Working Foreman	hr	9.15
	Lorry Driver	hr	8.04
	Plant Operator	hr	8.35

Notes:-

1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part B
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E
3. Rates exclude BBUK Uplift Percentages
4. Rates applicable upto 30 June 2010

000031

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (iv) Large Plant

LARGE PLANT			
Applicable to All Subcontractors			
Item	Description	Unit	Rate
Excavators			
1	JCB 2CX/Tractaire	hr	21.00
2	JCB 3CX	hr	22.00
3	3T Tracked	hr	21.00
4	5T Tracked	hr	22.00
5	7T Tracked	hr	22.00
6	8T Tracked	hr	24.00
7	13T Tracked	hr	23.00
8	14T Tracked	hr	23.00
9	16T Tracked	hr	24.00
10	20T Tracked	hr	26.00
11	22T Tracked	hr	26.00
12	25T Tracked	hr	28.50
13	35T Tracked	hr	33.00
14	40T Tracked	hr	41.50
15	45T Tracked	hr	42.00
16	14T Wheeled	hr	26.00
17	16T Wheeled	hr	28.00
18	22T wheeled	hr	28.00
19	D6 Widespread Dozer	hr	36.00
20	Hydraulic Breaker - Mini	day	62.00
21	Hydraulic Breaker - 13T	day	65.00
22	Hydraulic Breaker - 20T	day	97.50
23	Road trailer	hr	55.00
Haulage			
24	3t Dumper 4wd Hydraulic Tipping	week	70.00
25	5t Dumper 4wd Hydraulic Tipping	week	100.00
26	6t Dumper 4wd Hydraulic Tipping	week	100.00
27	9t Dumper 4wd Hydraulic Tipping	week	135.00
28	12t Dumptruck on floating tyres - SD	week	500.00
29	EO Dumpers for Turntable Skip	week	22.00
31	16t (6 wheel) Tipper Lorry	hr	40.00
32	20t (8 wheel) Tipper Lorry	hr	46.00
33	32t (articulated) Tipper Lorry	hr	46.00
34	tipping charge	nr	50.00
35	Hiab (8 wheel)	hr	50.55
36	Hiab (6wheel)	HR	46.00
37	Low Loader (articulated)	hr	52.00
38	Flat Bed with Hiab 7.5T	hr	40.00
40	Flat Bed 7.5T	hr	27.00
41	Telehandler 14m	wk	245.00
42	Telehandler 12m	wk	210.00
43	Telehandler 17m	wk	425.00
44	Telehandler 7m	wk	210.00
Road Planers			
45	Road Planer 1200	day	700.00
46	Mini Patch Planner	day	75.00
47	Road Planner 2m	day	800.00
48	Road Planner 300mm	day	550.00
49	Road Planner 350mm & Sweeper Package	day	1000.00
Notes:-			
1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part C			
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E			
3. Rates exclude BBUK Uplift Percentages			
4. Rates applicable up to 30 June 2010			
5. Operator Overtime Rates, as detailed below, shall apply as noted in Appendix 2 Section A Part C			
	Weekdays in excess of 10hr Shift (exc night shift)	£10.69/hr	
	Saturdays after 1200hrs, Sundays all day	£13.90/hr	
	Public Holidays all day & Night Shift (19:00-07:00)	£14.40/hr	

000032

ON STREET SUPPLEMENTAL AGREEMENT
APPENDIX 2 SECTION B Part (v) Unmanned and Small Plant

UNMANNED AND SMALL PLANT			
Applicable to All Subcontractors			
Item	Description	Unit	Agreed Rates
Compaction			
1	Vibrating Plate Compactor (reversible)	week	36.00
2	Tamper (RAMMER)	week	22.30
3	Single Drum Vibro Roller (pedestrian operated) 18"	week	32.00
4	Double Drum Vibro Roller (pedestrian operated) BOMAG 80	week	79.00
5	Double Drum Vibro Roller (pedestrian operated) BOMAG 120	week	120.00
6	Multi Purpose Compactor (Remote Control) 1.5t	week	180.00
7	Self Propelled Tandem Vibro Roller up to 4t	week	144.00
8	RAMAX TRENCH ROLLER	week	190.00
Concrete			
9	Concrete Pump (16m3)	day	350.00
10	Concrete Pump (26m3)	day	400.00
11	Grout mixer / pump (SIKA Only)	week	450.00
12	Power Float - 36"	week	23.90
13	Vibrator inc petrol generator (high frequency)	week	46.97
14	Scabbler inc petrol generator - 3 HEADED	week	32.48
15	Concrete Planer - Anchor -	week	25.00
16	Concrete Planer - Floor	week	80.54
Compressors and Tools			
17	Compressor 85cfm	week	37.50
18	Compressor 125cfm	week	42.00
19	Compressor 150cfm	week	47.25
20	Chipping Hammer	week	11.75
21	Chisel/Point/Chipping Cutter	week	2.00
22	Chisel/Point/Tar Cutter	week	2.00
23	28kg Air Breaker	week	12.96
Generators			
24	Generator 2.2KvA inc drip tray	week	15.00
25	Generator 3.5KvA inc drip tray	week	19.00
26	Generator 20KvA inc drip tray	week	77.88
27	Generator 80KvA inc drip tray	week	120.00
Accomodation/Storage			
28	10' Container Mobile Mini	week	10.00
29	3 in 1 toilet (sump and water tank Inc.)	week	63.71
30	32' office unit	week	35.00
31	32' canteen unit	week	37.00
32	32' drying room	week	34.00
33	Steel Container	week	12.50
34	Oasis Unit	week	232.50
35	Toilet (single unit)	week	26.25
36	Rollalong Unit (Oasis Type)	week	179.50
Saws(excluding consumables)			
37	Stihl Saw	week	9.20
38	Road Saw	week	21.68
39	Bench Saw - 16"	week	19.36
40	Dust Supression Kit	week	1.90

000033

ON STREET SUPPLEMENTAL AGREEMENT
APPENDIX 2 SECTION B Part (v) Unmanned and Small Plant

UNMANNED AND SMALL PLANT			
Applicable to All Subcontractors			
Item	Description	Unit	Agreed Rates
	Pumps		
41	2" centrifugal	week	13.50
42	2" Submersible	week	78.60
43	3" centrifugal	week	25.00
44	3" Submersible	week	100.50
45	4" centrifugal	week	140.60
46	4" Silenced	week	179.28
47	6" centrifugal	week	181.31
48	6" Silenced	week	240.23
	(all include 10m suction hose, 20m delivery hose & drip trays)	week	
	General		
49	Forklift 4wd (JCB Loadall or equivalent)	week	220.00
50	Bucket	week	15.00
51	Forklift 2t/4m	week	175.00
52	Road Plates	week	12.40
53	Road Plates - Anti Skid	week	20.00
54	Water Bowser - 250g	week	20.00
55	Fuel Bowser - 250g	week	20.60
56	Fuel Bowser - 500g	week	26.80
57	HAVS Monitoring Equipment - Base	week	35.00
58	HAVS Monitoring Equipment - Kit each	week	15.00
59	Skip 14yd enclosed	uplift	217.50
60	Skip 12yd	uplift	200.00
61	Skip 16yd	uplift	218.00
62	Skip 8yd	uplift	158.10
63	Lighting Tower - VT1	week	96.50
	Survey Equipment		
64	Laser	week	28.80
65	Total Station	week	54.00
66	Prima Station	week	6.00
67	level	week	7.00
68	CAT & Signal Generator	week	14.25
69	Pipe Laser	week	26.00
70	Rotating Laser	week	24.65
71	Road Sweeper	hr	23.50
72	Gas Monitor & Kit	week	87.50
73	Two Way Radios - per handset	week	6.00
	Miscellaneous Items		
74	Heras Fencing - Anti Climb	week	1.14
75	Rhino Barrier or similar (incl mesh barrier)	week	5.46
76	Cover Meter	week	50.00
77	Kerb Lifter/Slab Lifter manual	week	13.00
78	Kerb Lifter/Slab Lifter suction	week	36.00
79	Kerb Lifter Mechanical	week	40.00
80	Stand Pipe	week	6.00
81	Crusher	hr	89.21
82	Crew Bus	week	160.00
83	Transit Van	week	120.00

000034

ON STREET SUPPLEMENTAL AGREEMENT
APPENDIX 2 SECTION B Part (v) Unmanned and Small Plant

UNMANNED AND SMALL PLANT			
Applicable to All Subcontractors			
Item	Description	Unit	Agreed Rates
84	Squad Van CSL	week	175.00
85	Road Sweeper (Min Charge 2hr M-F)	hr	23.50
86	Road Sweeper (Min Charge 4hr Sat)	hr	24.50
87	Road Sweeper (Min Charge 8hr Sun)	hr	27.50
<p>Notes:-</p> <p>1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions</p> <p>2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E</p> <p>3. Rates exclude BBUK Uplift Percentages</p> <p>4. Rates applicable up to 30 June 2010</p> <p>5. Operator Overtime Rates, as detailed below, shall apply as noted in Appendix 2 Section A Part C</p> <p style="padding-left: 40px;">Weekdays after 10hr Day £10.69/hr</p> <p style="padding-left: 40px;">Saturdays after 1200hrs, Sundays £13.90/hr</p> <p style="padding-left: 40px;">Public Holidays & Night Shift £14.40/hr</p>			

000035

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (vi) Materials

MATERIALS				
Applicable to All Subcontractors				
Item	Description	Rate Fixed Until	unit	Agreed
1	ST1	31/12/2010	m3	62.00
2	ST2	31/12/2010	m3	63.40
3	ST4	31/12/2010	m3	67.50
4	8-1 No Fines	31/12/2010	m3	62.70
5	C16/20	31/12/2010	m3	64.30
6	C28/35	31/12/2010	m3	68.00
7	C32/40 OLE	31/12/2010	m3	77.40
8	C32/40 Lower Track	31/12/2010	m3	77.50
9	C40 /50 Upper Track	31/12/2010	m3	79.70
10	Part Load	31/12/2010	m3	29.75
11	Waiting	31/12/2010	hr	63.00
12	Class 1 Bedding Mortar	31/12/2010	m3	130.56
13	4:1 sand/cement mortar	31/12/2010	m3	115.00
14	Coloured Mortar	31/12/2010	m3	151.45
15	Reinforcing Bars (cut and bent)	01/06/2010	t	425.00
16	A393	01/06/2010	m2	2.56
17	A252	01/06/2010	m2	1.70
18	B1131	01/06/2010	m2	4.72
19	B503	01/06/2010	m2	2.56
20	B785	01/06/2010	m2	3.54
21	Type 1	28/02/2010	t	8.00
22	6N	31/12/2010	t	8.58
23	10mm Gravel (quarried)	31/12/2010	t	11.40
24	10mm Gravel (recycled) subject to availability and compliance with test spec	31/12/2010	t	10.00
25	20mm Gravel (quarried)	31/12/2010	t	11.75
26	20mm Gravel (recycled) subject to availability and compliance with test spec	31/12/2010	t	10.00
27	40mm Gravel	31/12/2010	t	9.45
28	75mm clean stone	31/12/2010	t	9.45
29	Concrete Sand	31/12/2010	t	12.60
30	Concrete Sand - 1t bagged	31/12/2010	t	25.00
31	Building Sand	31/12/2010	t	13.25
32	Building Sand - 1t bagged	31/12/2001	bag	28.60
33	Whin Dust - blinding	31/12/2010	t	9.60
34	Whin Dust - 1t bagged	31/12/2001	bag	29.75
35	OP Cement	31/12/2010	bag	2.60
36	150mm dia plastic drainage pipe (Polypipe TW)	30/04/2010	m	2.50
37	150mm dia drainage bends 15,30 & 45 deg (Ridgidrain)	30/04/2010	nr	12.00
38	150mm x 150mm dia drainage branches (Ridgidrain)	30/04/2010	nr	25.00
39	150mm Dia Coupler (Ridgidrain)	30/04/2010	nr	1.19
40	150mm Dia Sealing Rings	30/04/2010	nr	0.80
41	94mm ID duct	30/04/2010	m	0.78
42	Coupler	30/04/2010	nr	0.56
43	Seals	30/04/2010	nr	0.35
44	100mm ID duct	30/04/2010	m	1.41
45	Couplings	30/04/2010	nr	0.61
46	Seals	30/04/2010	nr	0.42
47	150mm ID duct	30/04/2010	m	1.74
48	Couplings	30/04/2010	nr	0.71
49	Seals	30/04/2010	(x2)	0.56
50	300mm ID duct	30/04/2010	m	5.87
51	Couplings	30/04/2010	nr	3.87

000036

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (vi) Materials

MATERIALS				
Applicable to All Subcontractors				
Item	Description	Rate Fixed Until	unit	Agreed
52	Seals	30/04/2010	(x2)	1.94
53	100mm dia purple duct (40m coil) (Polypipe)	30/04/2010	m	0.65
54	94/110mm dia orange duct (50m coil) (Ridgicoil)	30/04/2010	m	0.92
55	94/110mm dia orange duct (6m rigid) (Ridgiduct)	30/04/2010	m	0.90
56	Duct collars	30/04/2010	nr	2.50
57	Gully Pot 450x900x150 (Polypipe)	30/04/2010	nr	19.00
58	Yard Gully Adaptor (Polypipe)	30/04/2010	nr	2.60
59	Gully Grating and Frame (430x370x100) D400	30/04/2010	nr	32.20
60	1050mm dia manhole rings - 500mm high	31/12/2010	nr	53.75
61	1050mm dia manhole rings - 750mm high	31/12/2010	nr	79.95
62	Manhole Cover Slab 1050mm dia 675sq opening	31/12/2010	nr	53.50
63	Manhole Seating Slab Lothian 675 sq opening	31/12/2010	nr	74.50
64	1200mm dia manhole rings - 500mm high	30/04/2010	nr	50.70
65	1200mm dia manhole rings - 750mm high	30/04/2010	nr	64.17
66	Manhole Cover Slab 1200mm dia 675sq opening	30/04/2010	nr	64.80
67	Manhole Cover and Frame (675x675x100) D400	31/12/2010	nr	87.00
68	Manhole Cover and Frame (675x675x150) D400	31/12/2010	nr	99.50
69	TI4S 900 x 900 Chamber Cover and Frame (norinco)	21/12/2010	nr	398.90
70	TI4S 900 x 1800 Chamber Cover and Frame (norinco)	21/12/2010	nr	1,030.69
71	TI4S Lifting and Locking Key (norinco)	21/12/2010	nr	19.30
72	900 x 600 PCC slabs grey 50mm	31/12/2010	nr	2.73
73	900 x 600 PCC slabs grey 63mm	31/12/2010	nr	3.84
74	450 x 450 Perfecta Slabs Buff 70mm	31/12/2010	nr	5.95
75	600 x 450 Perfecta Slabs Natural 50mm Sq Ed	31/12/2010	nr	8.12
76	600 x 450 Perfecta Slabs Buff Sq/Ch 50mm	31/12/2010	nr	9.13
77	Caithness Flagstones 80mm thick	31/12/2010	m2	65.00
78	225x125 PCC HB Kerbs	30/04/2010	m	3.12
79	225x125 PCC BN Kerbs	30/04/2010	m	2.88
80	150x125 PCC BN Kerbs	30/04/2010	m	2.88
81	Transition Kerbs PCC 125x255/150 HB/BN L or R	30/04/2010	m	4.97
82	Whin Setts/Cobble Stones to Road Recycled	31/03/2010	m2	55.00
83	Whin Setts/Cobble Stones to Track Recycled	31/03/2010	m2	90.00
84	Natural Kerbs	31/12/2010	m	22.50
85	NaturalKerbs Whin/Granite CEC Stock	31/03/2010	m	27.30
86	18mm Plywood	31/12/2010	m2	6.00
87	25mm Plywood	31/12/2010	m2	10.40
88	50 x 50 Timber	31/12/2010	m	0.55
89	100 x 50 Timber	31/12/2010	m	0.92
90	150 x 150 Timber	31/12/2010	m	1.65
91	150 x 50 Timber	31/12/2010	m	1.50
92	18" dia Diamond Blade	30/06/2010	nr	247.50
93	9" dia Diamond Blade	30/06/2010	nr	52.80
94	Stihl Saw Diamond Blade	30/06/2010	nr	85.80
Notes:-				
1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part D				
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E				
3. Rates exclude BBUK Uplift Percentages				
4. Rates applicable as detailed				
5. Fuel at Invoiced Cost plus uplifts as in 2 & 3 above				
6. Rates exclude any changes in legislation from 1 January 2010 ie Aggregate Tax or Carbon Reduction Commitment.				
7. Rates still to be agreed as at 17/02/10				###

000037

Section C Procedure for Recording Resources for Recovery of Costs

1. Programme and Progress of the Works

- 1.1 Infraco shall produce and issue to tie on a weekly basis a fortnightly look-ahead-programme of the works to be progressed. NOTE: This programme is provided for information and coordination purposes only and can only reflect 'expected' performance.
- 1.2 The fortnightly look-ahead-programme shall thereafter be monitored against actual progress achieved. NOTE: Any additional works or issues affecting progress should be incorporated.
- 1.3 The fortnightly look ahead programme shall be labour and plant resourced.

The programme referred to in Clause 1.1 should be resourced with labour and plant and identify expected production outputs.

2. Produce Daily Labour Record Sheet

- 2.1 The Infraco shall maintain a site register based on a secure clock system of all labour and the hours worked.
- 2.2 All chargeable labour (including subcontractors and sub-subcontractors and the like) must clock in and out using the register where they are working within the site. In the case where on site labour leaves site to collect materials, small tools and / or consumables this will be recorded on allocation sheets separately
- 2.3 All chargeable labour (including subcontractors and sub-subcontractors and the like) must sign in and out using a separate register where they are working outwith the site. In the case of contractor (including subcontractors and sub-subcontractors and the like), owned wagons delivering materials for the On Street Works a time sheet will be appended to the delivery ticket, which will form the delivery charge for the material.
- 2.4 The registers shall record the name of the operative, the operative's company, the date and the time the operative signed into the site and out of the site or remote offices.
- 2.5 Daily registers showing total site hours for labour shall be submitted to tie by 11am the next day for signature and agreement.
- 2.6 The registers shall form the basis for the completion of allocation sheets in the case of labour. These allocation sheets shall identify the labour and the hours on site and the activities carried out by each operative.
- 2.7 Daily allocation sheets shall be submitted to tie by 08:00 the next plus one day for signature and agreement e.g. if day of record is Day 1 by 08:00 start of Day 3.
- 2.8 Tie's Project Manager or delegated person shall agree or otherwise and sign-off the submitted daily registers and allocation sheets by close of business following the day of submission. If tie's Project Manager does not agree with any of the daily submissions then the procedure set out in 2.9 below shall be implemented.

000038

- 2.9 Should the parties, at site level, not be able to agree the daily allocation sheets and/or daily site diaries, the sheets shall be reviewed and agreed by the Construction Managers. Failure to agree at Construction Manager level, the matter shall be referred to respective Project Directors or delegated person. If the Project Directors fail to agree, parties shall follow the Dispute Resolution Procedures as set out in Clause 97 of the Infraco Contract.
- 2.10 Agreed daily registers and allocation sheets shall be collated on a weekly basis. Weeks shall run Monday to Sunday.
- 2.11 The registers referred to in 2.10 will be priced and submitted to tie on a 4 weekly basis using the rates in Appendix 2 Section B Part (iii) and included with the application in accordance with the Infraco contract.

3. Produce Daily Staff Record Sheet

- 3.1 The Infraco shall maintain a site register based on a secure clock system of all chargeable staff on/off site and the hours worked.
- 3.2 All chargeable staff (including subcontractors and sub-subcontractors staff) must clock in and out using the register where they are located. In the case where on site staff leave site to visit another office or the like this will be recorded within staff diary sheets separately.
- 3.3 The registers shall record the name of the staff member, the name of their employer, the date and the time that person signed into the site and out of the site or remote offices.
- 3.4 Daily registers showing total site hours for staff shall be submitted to tie by 11am the next day for signature and agreement.
- 3.5 In the case of staff working off site daily diaries should be kept. These diaries shall identify the activities carried out by them whilst off site.
- 3.6 Daily Staff Diaries shall be submitted to tie by 08:00 the next plus one day e.g. if day of record is Day 1 by 08:00 start of Day 3.
- 3.7 Tie's Project Manager or delegated person shall agree or otherwise and sign-off the submitted registers and daily staff diaries by close of business following the day of submission. If tie's Project Manager does not agree with any of the daily submissions then the procedure set out in 3.8 below shall be implemented.
- 3.8 Should the parties, at site level, not be able to agree the daily registers and staff diaries, the sheets shall be reviewed and agreed by the Construction Managers. Failure to agree at Construction Manager level, the matter shall be referred to respective Project Directors or delegated person. If the Project Directors fail to agree, parties shall follow the Dispute Resolution Procedures as set out in Clause 97 of the Infraco Contract.
- 3.9 Agreed daily registers and staff diaries shall be collated on a weekly basis. Weeks shall run Monday to Sunday.
- 3.10 The registers referred to in 3.9 will be priced and submitted to tie on a 4 weekly basis using the rates in Appendix 2 Section B Parts (i) & (ii) and included with the application in accordance with the Infraco contract.

000039

4. Materials

- 4.1 Infraco shall maintain a weekly Material Received Summary sheet (MRS) weeks will run Monday to Sunday.
- 4.2 The MRS sheets shall record the supplier, the description and quantity of material supplied on a weekly basis.
- 4.3 The MRS shall be supported by supplier's delivery tickets.
- 4.4 A copy of the MRS sheets shall be provided to tie on a weekly basis, by close of business on the Wednesday following the Sunday cut-off date.
- 4.5 The MRS sheet shall form the basis of recovery of costs.
- 4.6 Any material which does not have a rate in Appendix 2 Section B will require to be agreed. Infraco shall submit a proposed rate in advance of any item being brought to site and tie's Project Manager shall accept the rate or otherwise. If tie's Project Manager does not accept the proposed rate then the rates should be reviewed and agreed by the Construction Managers.
- 4.7 Infraco shall identify in the labour allocation sheets where the material was used / placed if this is not evident on the delivery ticket as being required for a specific location.
- 4.8 The MRS sheet referred to in 4.1 shall be priced and submitted to tie on a 4 weekly basis using the rates in Appendix 2 Section B Part (iv) and included in the application in accordance with the Infraco Contract.

5. Plant

- 5.1 Infraco shall maintain a weekly Hired Plant Summary sheet (HPS) weeks will run Monday to Sunday.
- 5.2 The HPS sheet shall record all plant on site, identify the hired plant company or contractor's owned plant.
- 5.3 The HPS sheet shall be supported with plant on and off hired tickets.
- 5.4 A copy of the HPS sheets shall be provided to tie on a weekly basis, by close of business on the Wednesday following the Sunday cutoff date.
- 5.5 The HPS sheets shall form the basis of recovery of costs.
- 5.6 Any item of plant which does not have a rate in Appendix 2 Section B will require to be agreed. Infraco shall submit a proposed rate in advance of any item being brought to site and tie's Project Manager shall accept the rate or otherwise. If tie's Project Manager does not accept the proposed rate then the rates should be reviewed and agreed by the Construction Managers.
- 5.7 Infraco shall identify in the labour allocation sheets where the plant was used if it is not evident from the on hire ticket as being required for a specific location. Site wide plant (e.g. forklifts) will be detailed as such.

000040

On Street Supplemental Agreement

Appendix 2 Section C

5.8 In the event that plant is required intermittently, best value shall be given taking into consideration the hire rate, the time the plant will be idle, the on hire/off hire charges and availability of the item of plan

5.9 The HPS sheet referred to in 5.1 shall be priced and submitted to tie on a 4 weekly basis using the rates in Appendix2 Section B Parts (iv) & (v) and included in the application in accordance with the Infraco Contract.

6 Subcontractor / Sub-SubContractors

6.1 In advance of and suitably ahead of the agreed programme, including such necessary time for approval, any works or section of works which are to be paid on a demonstrable cost basis commence and for which the Infraco's subcontractors require to engage a sub-subcontractor, Infraco shall submit the required information in accordance with the Infraco Contract. **tie** must approve the engagement of such sub-subcontractor prior to the works commencing, such approval may not be unreasonably withheld.

In the event that **tie** do not approve or the time taken for approval affects the completion of the works **tie** will be liable for any direct and indirect additional costs and/or delays suffered by the subcontractor or the Infraco.

This clause does not apply to labour only sub-subcontractors.

7 Waiver

In the event that a departure from these procedures is required then the Infraco or his subcontractor must request a waiver, in advance, giving details of the events which require a waiver to be issued.

Tie must approve the waiver, such approval shall not be unreasonably withheld.

Failure to request such a waiver will prevent the Infraco or his subcontractor from recovering any additional cost resulting from such a waiver.

000041

CEC00654535_0043

Section D Fixed and Time Related Preliminary Costs

The undernoted items will not be recoverable under the On Street Supplemental Agreement

Subcontractor Bond fixed charges
Subcontractor Guarantee(s) fixed charges

Subcontractor Insurance Premiums fixed charges

Subcontractor / Infraco Section B Site Establishment and Removal

In relation to the following locations only

Section 1A S/C Office at Ocean Drive

BSC and S/C Offices at 163-167 Leith Walk / Existing Bus Depot

Section 1D S/C Office at Coates Crescent / Shandwick Place

BSC Office at 24 Torphichen Street

land rental :- cost of setting up a land rental agreement and paying deposits;

office rental:- cost of setting up an office rental agreement and deposits

temporary access/egress roads – installation and removal

office renovation to suit Contractor requirements

preparation of site set up areas

transportation of office and welfare units to/from site

reinstatement of site set up areas

Installation and removal of temporary site services including all fixed fees

In addition to the items listed above the undernoted Time Related items in relation to Infraco involvement with the On Street Works will not be recoverable under the On Street Supplemental Agreement. These items refer to item identified on Page 30 of Schedule Part 4 Appendix A2 as being 'high level Section B Maintain Section Offices (Time Related)'.

Rental/Depreciation

Local Authority Rates

Electricity

Service Charges and Consumption Charges

Gas

Service Charges and Consumption Charges

Telephones

Line Rental, Call Costs

Water

Rates and Consumption Charges

Office Equipment (Photocopier, etc)

IT Equipment (Computers, Printers etc)

Office Consumables

Office Cleaning

Security

Photographic Equipment

000042

On Street Supplemental Agreement

Appendix 2 Section D

Waste Disposal (including confidential waste)

Building Maintenance Costs (inc compliance with Fire and Electrical Requirements)

Personal Hygiene Services

Pest Control

Vehicle Rental and Maintenance

In relation to the following vehicles only used on site and not included in any staff costs
(replacements to be notified)

Transit Tipper (YS08 NPK)

Transit 260 (HG09 UDV)

Toyota Hi-Lux (DE58 PNK)

Vauxhall Combo (DU58 UQR)

Astra Van (DY08 NNM)

Fiat Fiorino (DY59 YYK)

000043

CEC00654535_0045

On Street Supplemental Agreement

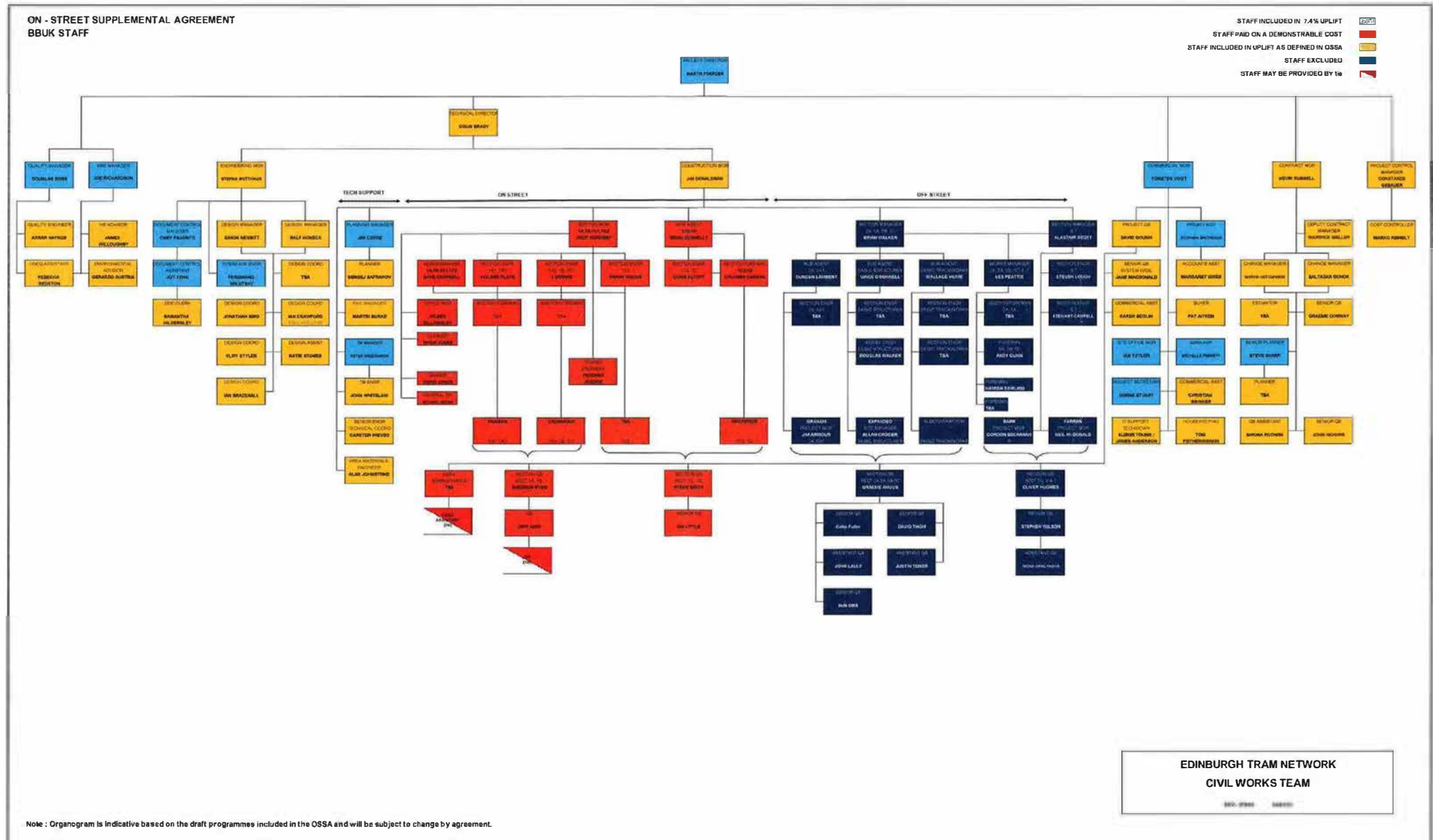
Appendix 2 Section E

Section E: Organograms

- 1 Bilfinger Berger Civil UK Ltd
- 2 MacKenzie Construction Ltd
- 3 McKean and Company (Glasgow) Ltd
- 4 Crummock (Scotland) Ltd

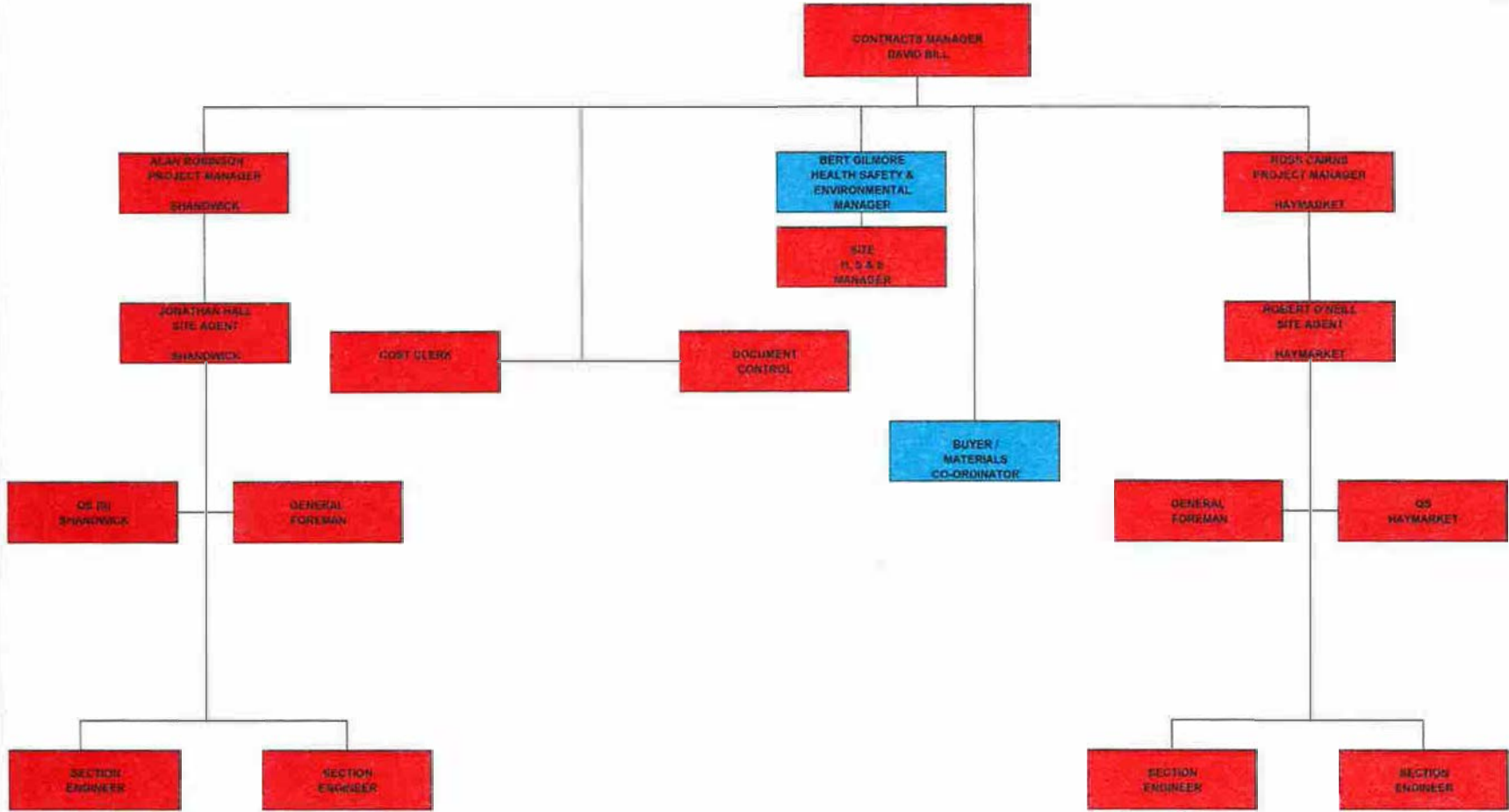
000044

CEC00654535_0046



ON - STREET SUPPLEMENTAL AGREEMENT
MacKENZIE CONSTRUCTION LTD - STAFF

STAFF INCLUDED IN PRELIMINARIES UPLIFT AS DEFINED IN APPENDIX 2
 SECTION A COST AND UPLIFT DEFINITIONS PART E ■
 STAFF PAID ON A DEMONSTRABLE COST ■

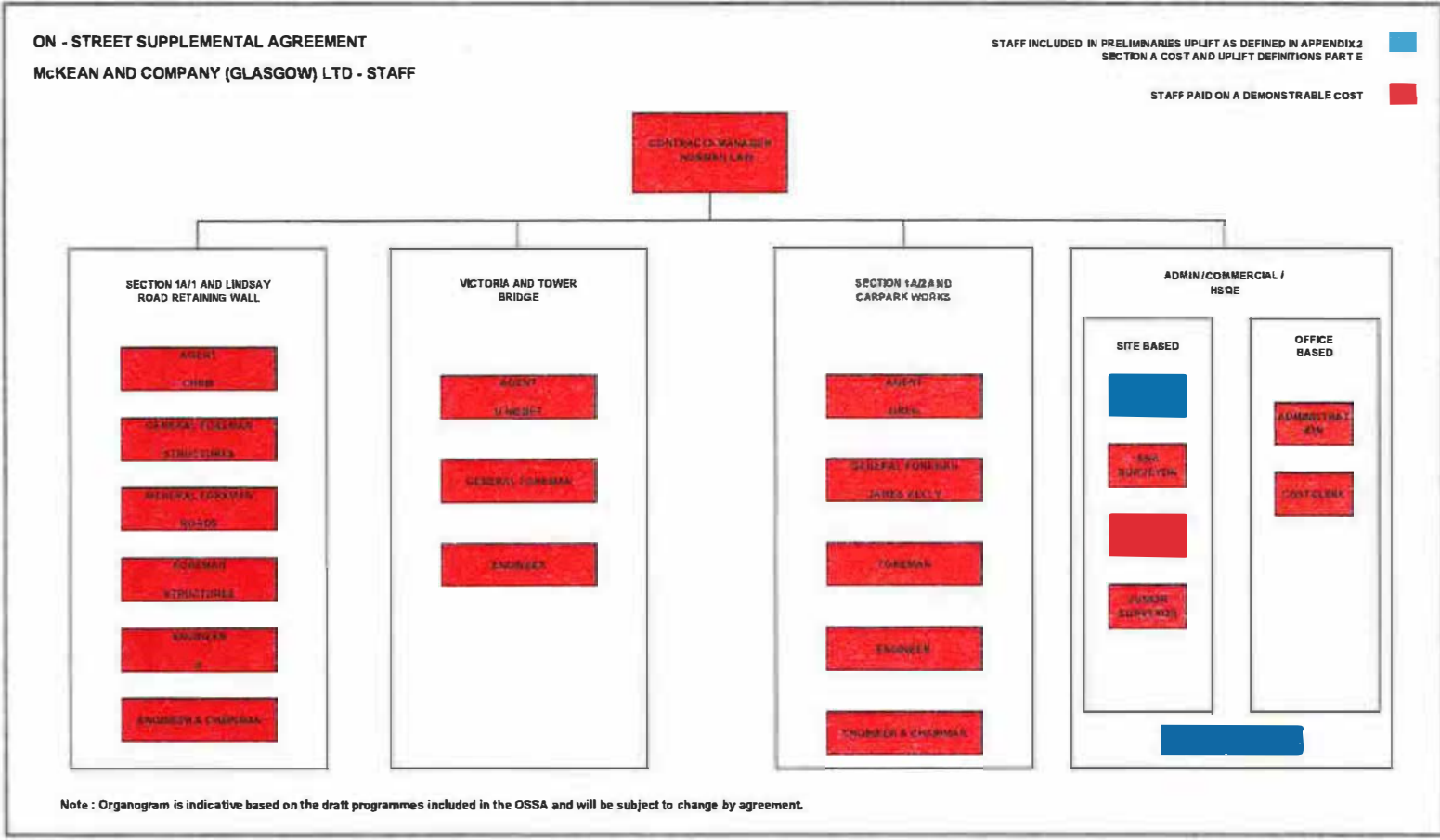


Note : Organogram is Indicative based on the draft programmes included in the OSSA and will be subject to change by agreement.

ON - STREET SUPPLEMENTAL AGREEMENT
McKEAN AND COMPANY (GLASGOW) LTD - STAFF

STAFF INCLUDED IN PRELIMINARIES UPLIFT AS DEFINED IN APPENDIX 2
 SECTION A COST AND UPLIFT DEFINITIONS PART E

STAFF PAID ON A DEMONSTRABLE COST



Note : Organogram is indicative based on the draft programmes included in the OSSA and will be subject to change by agreement.

On Street Supplemental Agreement
 Appendix 2: Section E Part 3

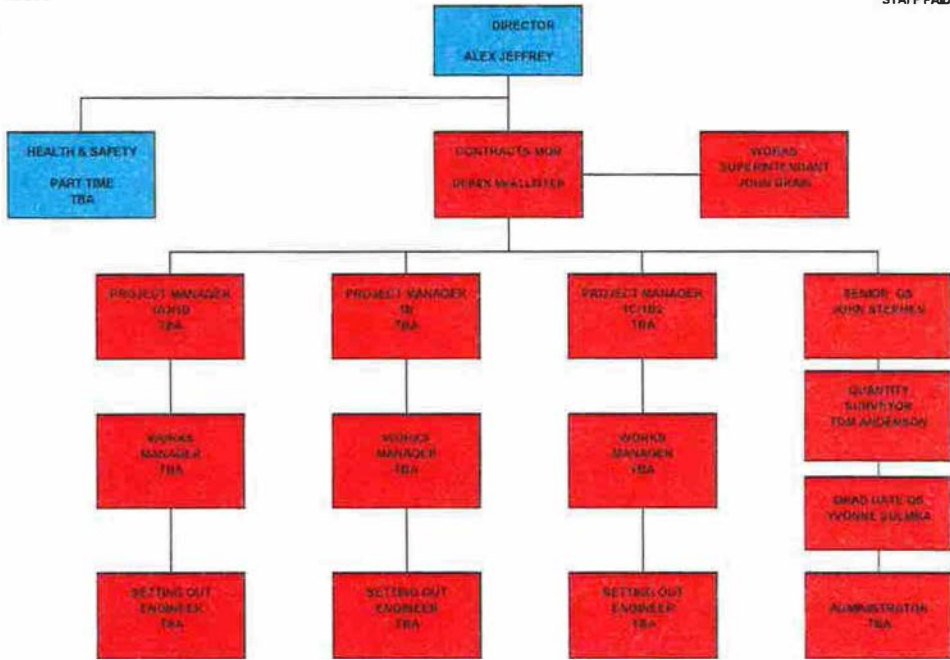
000047

CEC00654535_0049

**ON - STREET SUPPLEMENTAL AGREEMENT
CRUMMOCK (SCOTLAND) LTD - STAFF**

STAFF INCLUDED IN PRELIMINARIES UPLIFT AS DEFINED IN APPENDIX 2
SECTION A COST AND UPLIFT DEFINITIONS PART E

STAFF PAID ON A DEMONSTRABLE COST



Note : Organogram is indicative based on the draft programmes included in the OSSA and will be subject to change by agreement.

APPENDIX 2 TO THE ON STREET WORKS SUPPLEMENTAL AGREEMENT

Commercial Staff Integration into BBUK Organogram

tie proposes that two commercial staff, (one senior Q/S and one QS) are integrated into the BBUK staff Organogram in lieu of 2nr BBUK personnel of a similar level. BBUK can accept integration and have identified this on the BBUK Civils staff Organogram, Appendix 2: Section E Part 1.

The purpose of integration is as follows:-

1. Best value for the project.
2. Early visibility and review of account information to streamline the payment process to the extent defined by the OSSA.
3. Reduce the requirement for lengthy valuation debate.
4. Reduce the time spent by BBUK staff at valuation time to analyse and explain the submitted account.
5. Provide comfort to **tie** and its stakeholders that the controls in place are robust and checks are being carried out to the extent defined in the OSSA.

The **tie** QS's will work in tandem with the BBUK commercial team and will actively carry out duties as required by the process to be set up by BBUK to commercially control and manage the sub contractor accounts to be submitted under the rules of the OSSA.

In general, these activities will include-

- Assist in the procedures for recording resources as defined in Appendix 2: Section C Parts 2-6.
- Random check of plant on site and report anomalies to **tie** /BBUK Project Manager.
- Assist in the procedures for evaluating costs as defined in Appendix 2: Section C Parts 2-6.
- Be actively involved in the procurement of any sub-sub contracting required to the extent defined by the OSSA.
- Compiling period end accounts to the extent defined in the OSSA and in accordance with the requirements of the Infraco Contract.
- Jointly prepare period end cost forecasts and report to BBUK and **tie** lead commercial personnel to the extent defined in the OSSA and in accordance with the requirements of the Infraco Contract.
- Active involvement with commercial discussions regarding price increases / amendments to agreed rates.

It is intended that the reporting structure of the **tie** QS's shall be defined and agreed prior to integration.

000049

APPENDIX 3

000050

**Edinburgh Tram Network
OSSA Credit Summary**

	tie	BSC	Difference	Commercial Proposal	
Proposed Credit	35,997,812	35,997,812	-	35,997,812	Agreed
Deduct Structures	4,557,774		4,557,774	4,557,774	Agreed
Construction Milestones BB Already Achieved		454,017	454,017	454,017	
PA12 Calculation	1,727,939	366,343	1,361,596	863,970	
PA14 Calculation	4,334,347	1,726,780	2,607,566	2,167,173	
PSSA based Credits					
Bus Shelters	432,400	162,757	269,643	432,400	Agreed
Central Reserve					
Prince Street	192,458	192,458	-	192,458	Agreed
Site Clearance	46,153	46,153	-	46,153	Agreed
Piling to OLE Bases	890,000	890,000	-	890,000	Agreed
OLE Bases					
Trackwork	1,005,526	581,631	423,895	901,125	Agreed
Traffic Management	424,000	391,000	33,000	424,000	Agreed
Cable Ducts	998,176	998,176	-	998,176	Agreed
Drainage	868,526	868,526	-	868,526	Agreed
Planning Drawings	5,074,249		5,074,249		
	45,696,760	40,030,567	5,666,193	37,032,950	

BSC amount Nil, but offering 50% to obtain Commercial Settlement

000051

ETN Contract Price - Proposed Credit for On-Street Works

	<u>Total</u>	<u>On Street</u>	<u>OffStreet</u>
Construction Costs			
		pro-rata	
Section A	£55,177,108	£55,177,108	£55,177,108
Section B	£27,313,669	£26,947,869	
Total Construction Costs	£82,239,717	£82,124,977	£55,177,108
Prelims			
Prelims - Section A	£33,146,481		£33,146,481
Prelims - Section B	£19,608,542	£19,608,542	
	£52,755,023	£19,608,542	£33,146,481
Total Contract Price	£134,880,000	£46,556,411	£88,323,589

On Street Credit

Construction Costs

Construction Costs - Section B	£26,947,869
Value Engineering (Items 10, 19 & 20)	-£500,000
Further Value Engineering	£0
VE (35% of Item 22) & FVE (35% of Item 1)	-£350,000
sub-total	£26,097,869
Structures	-£4,557,774
sub-total	£21,540,095
Construction Works carried out (1B & 1D)	-£157,836
Total Construction Credit	£21,382,259

Prelims

Contractual Requirements - Section B

Contractor's Bond	-
All other insurance required by the Contract	-
Accommodation for the Engineer's and Client's Staff; establish and remove offices	-
Accommodation for the Engineer's and Client's Staff; maintain and operate offices	-
Services for Engineer's and Client's Staff; maintain and operate transport vehicles	-
Equipment for use by the Engineer's and Client's Staff; maintain and operate photogra	-
Consortium Supervision	-
Consortium Office Hire	-
Consortium Office Maintenance	-
Consortium Surveying Instruments Maintenance	-
Consortium IT Equipment	-
Consortium Testing	-
Consortium Establish/Remove Offices	-
Consortium Establish/Remove Surveying Equipment	-

Method Related Charges

BB Section B Preliminaries (Fixed)	-
BB Section B Preliminaries (Time Related)	£1,853,813
SC2 Section B Preliminaries (Fixed)	-
SC2 Section B Preliminaries (Time Related)	£2,294,666
SC3 Section B Preliminaries (Fixed)	-
SC3 Section B Preliminaries (Time Related)	£2,270,208
SC3 Section B Supervision (Time Related)	£2,153,870
High Level Section B Establish Sections & Sites (fixed)	-
High Level Section B Packages Supervision	£1,485,223
High Level Section B Maintain Section Offices(Time Related)	-
Total Prelims Credit	£10,057,779
Total On Street Credit	£31,440,038

Notes:

1. Credit inclusive of Princes Street works including all surfacing works
2. Total On Street Credit is based on the presumption that the OSSA shall be on the basis of fully demonstrable cost.
3. The following structures have been omitted from the OSSA; Leith Walk, Leith Sands and Cathedral Lane Substations; Victoria Dock Entrance Bridge, Tower Place Bridge and Lindsay Road Retaining Wall

000052

On Street Supplemental Agreement
Appendix 3; Section B Information used in calculating value

Bilfinger Berger - Section B Prelim Credit

Description	Sub-Section	Total	Retained	Credit
Contractual Requirements - Section B				
Contractor's Bond		670,743	670,743	0
All other insurance required by the Contract		881,247	881,247	0
Accommodation for the Engineer's and Client's Staff; establish and remove offices (Fixed)		44,321	44,321	0
Accommodation for the Engineer's and Client's Staff; maintain and operate offices		172,947	172,947	0
Services for Engineer's and Client's Staff; maintain and operate transport vehicles		111,015	111,015	0
Equipment for use by the Engineer's and Client's Staff; maintain and operate photographic equipment		10,248	10,248	0
Consortium Supervision		1,446,509	1,446,509	0
Consortium Office Hire		108,795	108,795	0
Consortium Office Maintenance		318,392	318,392	0
Consortium Surveying Instruments Maintenance		13,988	13,988	0
Consortium IT Equipment		164,223	164,223	0
Consortium Testing		328,448	328,448	0
Consortium Establish/Remove Offices (Fixed)		157,638	157,638	0
Consortium Establish/Remove Surveying Equipment (Fixed)		9,853	9,853	0
Sub-Total		4,438,368	4,438,368	0
Method Related Charges				
BB Section B Preliminaries (Fixed)	Section B (1B)	636,770	636,770	0
BB Section B Preliminaries (Time Related))	Section B (1B)	1,853,813	0	1,853,813
SC2 Section B Preliminaries (Fixed)	Section B (1C, 1D)	573,667	573,667	0
SC2 Section B Preliminaries (Time Related)	Section B (1C, 1D)	2,294,666	0	2,294,666
SC3 Section B Preliminaries (Fixed)	Section B (1A)	2,536,623	2,536,623	0
SC3 Section B Preliminaries (Time Related)	Section B (1A)	2,270,208	0	2,270,208
SC3 Section B Supervision (Time Related)	Section B (1A)	2,153,870	0	2,153,870
High Level Section B Establish Sections & Sites (fixed)	BB High Level - Section B	801,175	801,175	0
High Level Section B Packages Supervision	BB High Level - Section B	1,485,223	0	1,485,223
High Level Section B Maintain Section Offices(Time Related)	BB High Level - Section B	564,161	564,161	0
Sub-Total		15,170,175	5,112,395	10,057,779
TOTAL		19,608,543	9,550,763	10,057,779

Note: High Level Section B Maintain Section Offices (TimeRelated) has been retained in full. This will be subject to the prolongation in accordance with the EoT principles set out in INTC 1.

000053

On Street Supplemental Agreement
Construction Milestones BB - Already achieved

Period tie	Work done to date	Application No.	Activity	Location	Description	tie Discipline	Section	Actual Date of Achievement	Applicable £	Notes
9	06/12/2008	12	A11970	Leith Walk Ch 350 - 100	Establish Traffic Management & Temp. Fencing	Highways	1B	06/12/2008	54,720.92	Work done pre PSSA
9	06/12/2008	12	A11990	Leith Walk Ch 350 - 100	Construct Kerb lines	Highways	1B		46,903.64	Work done pre PSSA
12	28/02/2009	15	A8250	Lothian Road Junction Ch 440 - 280	Establish Traffic Management & Temp. Fencing	Highways	1D	28/02/2009	17,295.90	Work done pre PSSA
12	28/02/2009	15	A13840	Princes Street Ch 280 - 0, 1980 - 1360	Establish Traffic Management & Temp. Fencing	Highways	1D	20/02/2009	19,457.89	Work done pre PSSA
13	28/03/2009	16	A13940	Princes Street Ch 280 - 0, 1980 - 1360	Establish Traffic Management & Temp. Fencing	Highways	1D	28/03/2009	19,457.89	Work done pre PSSA
Achieved up until 31 December 2009									157,836.24	
22	05/12/2009	25	A8490	Lothian Road Junction Ch 440 - 280	Establish Traffic Management & Temp. Fencing	Highways	1D	05/12/2009	17,295.90	Not paid under PSSA
22	05/12/2009	25	A8580	Lothian Road Junction Ch 440 - 280	Establish Traffic Management & Temp. Fencing	Highways	1D			Not paid under PSSA
22	05/12/2009	25	A9000	Lothian Road Junction Ch 440 - 280	Establish Traffic Management & Temp. Fencing	Highways	1D	05/12/2009	17,295.90	Not paid under PSSA
22	05/12/2009	25	A13890	Princes Street Ch 280 - 0, 1980 - 1360	Resurface Road	Highways	1D	05/12/2009	77,831.55	Not paid under PSSA
22	05/12/2009	25	A13900	Princes Street Ch 280 - 0, 1980 - 1360	Pavement (1m Strip)	Highways	1D	05/12/2009	77,831.55	Not paid under PSSA
22	05/12/2009	25	A13930	Princes Street Ch 280 - 0, 1980 - 1360	Remove Fencing and Traffic Management	Highways	1D	05/12/2009	19,457.89	Not paid under PSSA
22	05/12/2009	25	A13990	Princes Street Ch 280 - 0, 1980 - 1360	Resurface Road	Highways	1D	05/12/2009	77,831.55	Not paid under PSSA
22	05/12/2009	25	A14000	Princes Street Ch 280 - 0, 1980 - 1360	Pavement (1m Strip)	Highways	1D	05/12/2009	77,831.55	Not paid under PSSA
22	05/12/2009	25	A14030	Princes Street Ch 280 - 0, 1980 - 1360	Remove Fencing and Traffic Management	Highways	1D	05/12/2009	19,457.89	Not paid under PSSA
23	02/01/2010	26	A8310	Lothian Road Junction Ch 440 - 280	Remove Fencing and Traffic Management	Highways	1D	05/12/2009	17,295.90	Not paid under PSSA
23	02/01/2010	26	A8670	Lothian Road Junction Ch 440 - 280	Remove Fencing and Traffic Management	Highways	1D	05/12/2009	17,295.90	Not paid under PSSA
23	02/01/2010	26	A8665	Lothian Road Junction Ch 440 - 280	Remove Fencing and Traffic Management	Highways	1D	05/12/2009	17,295.90	Not paid under PSSA
Achieved between 1 January 2010 and 31st January 2010									454,017.38	

000054

CEC00654535_0056

APPENDIX 4

000055

APPENDIX 4

Part i) Construction programme - Narrative

"This construction programme is provided for information and coordination purposes only; and without prejudice to the rights of the Infraco under the Agreement.

This construction programme constitutes a target programme and as such, contains durations that are based on a risk profile not consistent with the Programme (rev 1)."

This construction programme is planned using a 5 day Working Week and the phasing of the Works is in accordance with approved traffic management schemes as at 19 Nov 2009. Calendars include August and Christmas Embargo periods together with site holidays, but no shutdown for summertime trades holidays.

After agreement of phasing and timing, demobilisation and remobilisation periods will be applied around embargo periods that are expected to remain in force. This will affect the stated completion date.

The resource levelling which has been applied to this programme reflects and considers the overall availability of resource on the tram network. Circumstances may arise affecting the relationship of this programme with the Programme (rev 1).

The programme reflects the latest utility completion dates as provided on the 12th February 2010.

It should be noted that a detailed construction programme for the section London Road to St Andrew Square has not been developed at this stage.

Additional Work scope now included allows for;

- Additional excavation and construction to full depth including a 600mm Capping Layer, and disposal of unsuitable material.
- Traffic Management and access issues related to the loss of working street width as a result of increased excavation depth.
- Support to excavations due to adjacent live traffic.
- Ground improvements beneath the track slab.
- Protection of existing ductwork exposed as a result of the increased depth of excavation.
- Addition of an RC Improvement Slab.
- Additional traffic management constraints, parking bays, bus stops, and taxi bays within working areas

It is assumed that, until determined otherwise, full depth re-construction with capping layer is required for all carriageway areas with an average of 220mm of type 1 necessary to provide an adequate formation.

000056

Full construction depth is allowed for in the construction programme, but issues with services conflicts as a result are not allowed for in the plan.

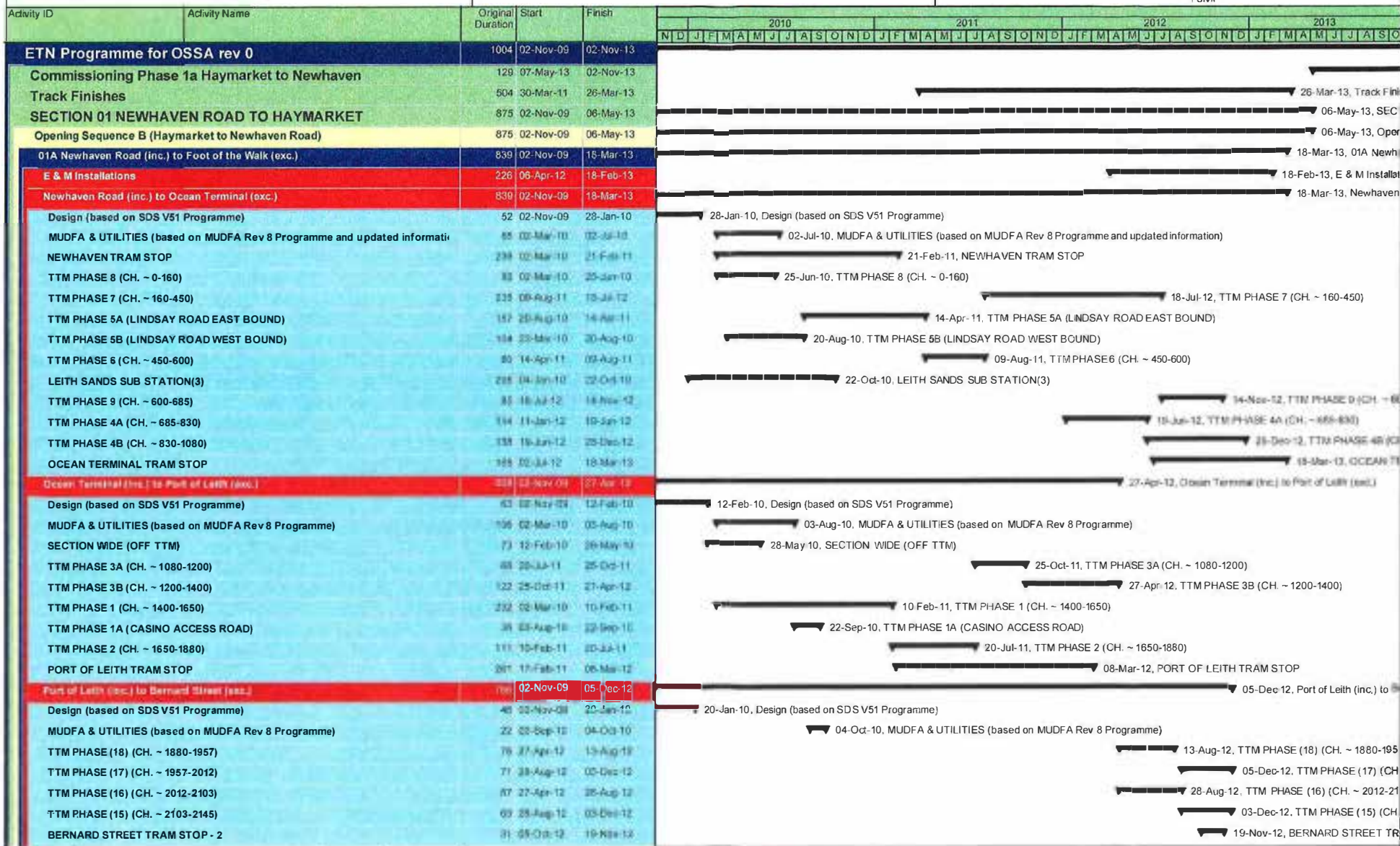
Pedestrian traffic will be catered for by controlled crossing points at specified locations, yet to be mapped.

The Works are also not scheduled with any risk allowances for unforeseen issues e.g. weather, below ground obstructions, voids, soft or contaminated material.

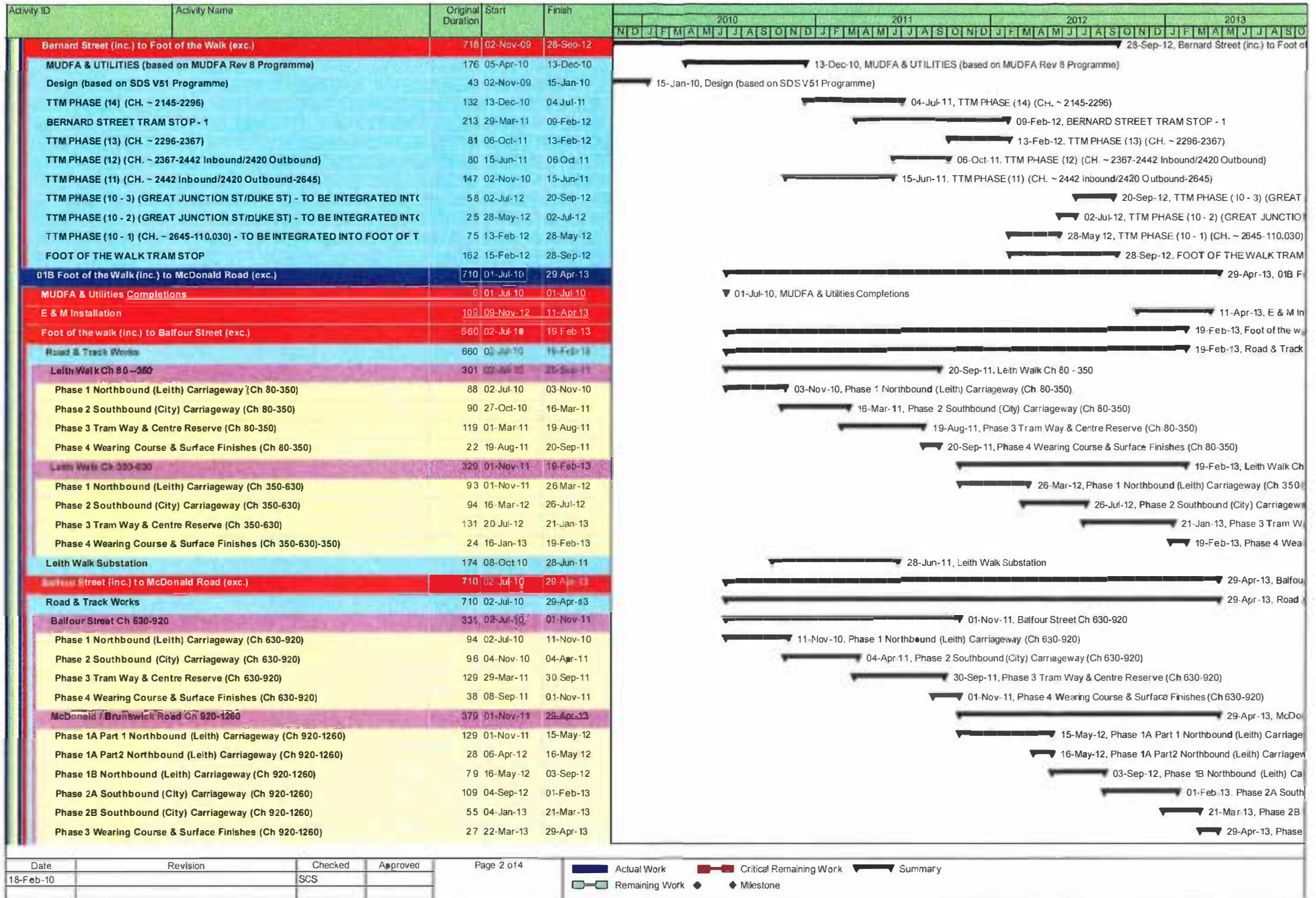
000057

Part ii) Construction Programme ref Programme fro O SSA rev 0 100218

000058



CEC00654535_0061



Date	Revision	Checked	Approved
18-Feb-10		SCS	



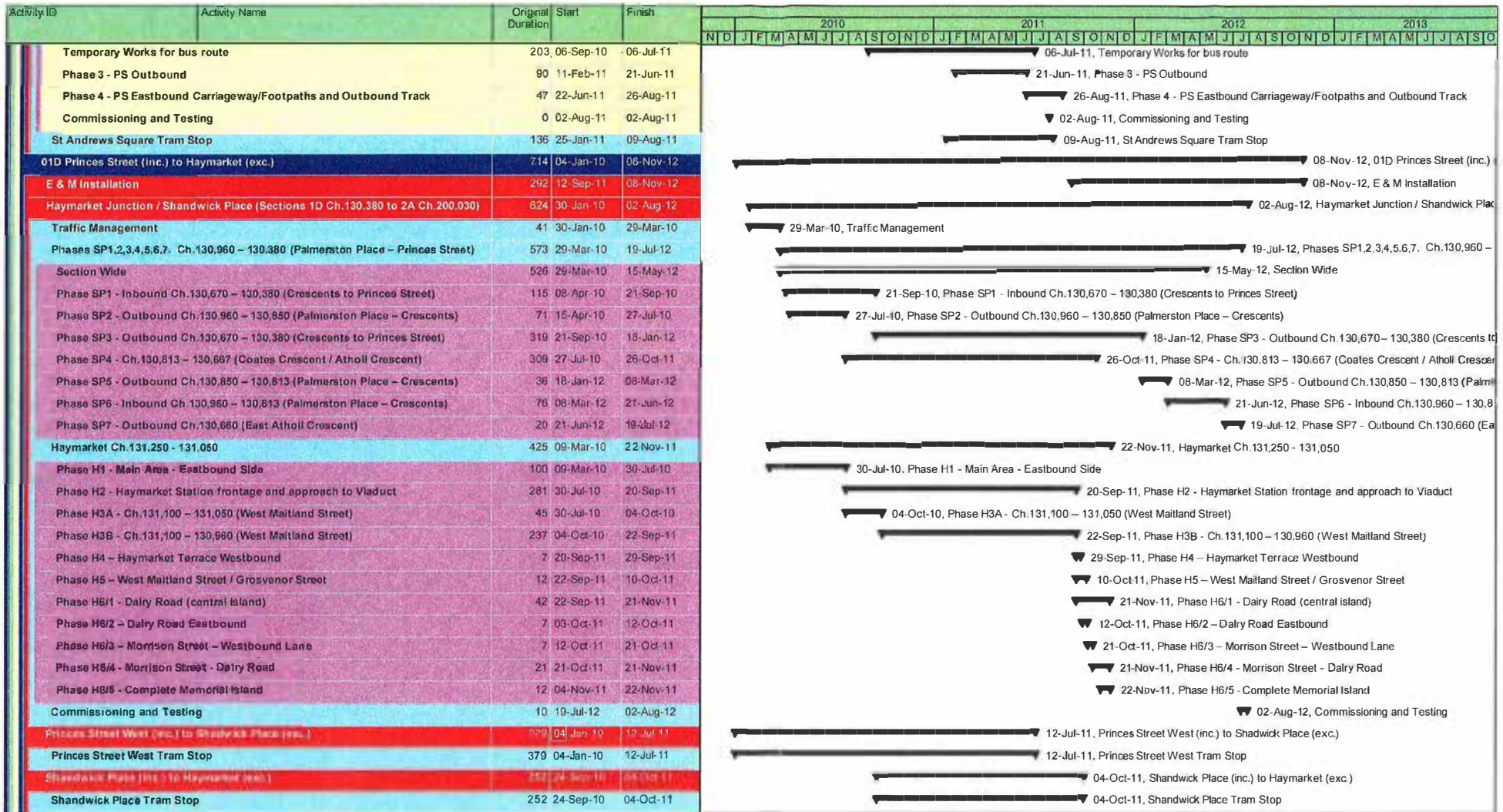
Activity ID	Activity Name	Original Duration	Start	Finish	2010												2011												2012												2013											
					N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
Balfour Street Tram Stop		115	21-Jun-11	01-Dec-11	01-Dec-11, Balfour Street Tram Stop																																															
01C McDonald Road (inc.) to Princess Street West (exc.)		753	07-May-10	06-May-13	06-May-13, 01C																																															
MUDFA & Utilities Completions		127	07-May-10	04-Nov-10	04-Nov-10, MUDFA & Utilities Completions																																															
E & M Installations		572	03-Feb-11	06-May-13	06-May-13, E &																																															
McDonald Road (inc.) to Picardy Place (exc.)		515	00-Sep-10	02-Oct-12	02-Oct-12, McDonald Road (inc.) to Picar																																															
Road & Track Works		515	06-Sep-10	02-Oct-12	02-Oct-12, Road & Track Works																																															
Leith Walk Ch 0-200		250	13-Sep-10	09-Sep-11	29-Sep-11, Leith Walk Ch 0-200																																															
Phase 1 Northbound (Leith) Carriageway Ch 0-200		79	13-Sep-10	14-Jan-11	14-Jan-11, Phase 1 Northbound (Leith) Carriageway Ch 0-200																																															
Phase 2 Southbound (City) Carriageway Ch 0-200		77	15-Dec-10	15-Apr-11	15-Apr-11, Phase 2 Southbound (City) Carriageway Ch 0-200																																															
Phase 3 Tram Way & Centre Reserve (Ch 200-375)		109	28-Mar-11	31-Aug-11	31-Aug-11, Phase 3 Tram Way & Centre Reserve (Ch 200-375)																																															
Phase 4 Wearing Course and Surface Finishes Ch 0-200		21	01-Sep-11	29-Sep-11	29-Sep-11, Phase 4 Wearing Course and Surface Finishes Ch 0-200																																															
Leith Walk Ch 200-375		151	30-Sep-11	02-Oct-12	02-Oct-12, Leith Walk Ch 200-375																																															
Phase 1 Northbound (Leith) Carriageway Ch 200-375		77	30-Sep-11	31-Jan-12	31-Jan-12, Phase 1 Northbound (Leith) Carriageway Ch 200-375																																															
Phase 2 Southbound (City) Carriageway Ch 200-375		75	23-Jan-12	04-May-12	04-May-12, Phase 2 Southbound (City) Carriageway Ch 200-375																																															
Phase 3 Tram Way & Centre Reserve (Ch 200-375)		99	17-Apr-12	03-Sep-12	03-Sep-12, Phase 3 Tram Way & Centre Res																																															
Phase 4 Wearing Course and Surface Finishes		21	03-Sep-12	02-Oct-12	02-Oct-12, Phase 4 Wearing Course and																																															
London Road Ch 375-450		282	08-Sep-10	14-Sep-11	14-Sep-11, London Road Ch 375-450																																															
Phase 1		124	06-Sep-10	11-Mar-11	11-Mar-11, Phase 1																																															
Phase 2		69	14-Mar-11	22-Jun-11	22-Jun-11, Phase 2																																															
Phase 3		44	13-Jul-11	14-Sep-11	14-Sep-11, Phase 3																																															
McDonald Road Tram Stop		302	17-Jun-11	31-Aug-12	31-Aug-12, McDonald Road Tram Stop																																															
Picardy Place (inc.) to St. Andrews Square (exc.)		612	14-May-10	26-Oct-12	26-Oct-12, Picardy Place (inc.) to St																																															
Road & Trackworks		520	06-Sep-10	08-Oct-12	08-Oct-12, Road & Trackworks																																															
Picardy Place Ch 450-700		520	06-Sep-10	08-Oct-12	08-Oct-12, Picardy Place Ch 450-700																																															
Phase 1a North - Incl. temp. road		99	06-Sep-10	04-Feb-11	04-Feb-11, Phase 1a North - incl. temp. road																																															
Phase 1b		40	07-Feb-11	04-Apr-11	04-Apr-11, Phase 1b																																															
Phase 1c		60	05-Apr-11	29-Jun-11	29-Jun-11, Phase 1c																																															
Phase 2		129	02-Aug-11	13-Feb-12	13-Feb-12, Phase 2																																															
Phase 3a		170	14-Feb-12	08-Oct-12	08-Oct-12, Phase 3a																																															
York Place Ch 700-850		110	24-Apr-12	24-Sep-12	24-Sep-12, York Place Ch 700-850																																															
York Place Ch 850-1000		170	02-Aug-11	23-Apr-12	23-Apr-12, York Place Ch 850-1000																																															
Picardy Place Tram Stop		244	04-Nov-11	26-Oct-12	26-Oct-12, Picardy Place Tram Stop																																															
Cathedral SubStation		315	14-May-10	23-Aug-11	23-Aug-11, Cathedral SubStation																																															
St. Andrews Square (inc.) to Princess Street West (exc.)		507	07-May-10	25-May-12	25-May-12, St. Andrews Square (inc.) to Princess Street W																																															
Road & Track Works		507	07-May-10	25-May-12	25-May-12, Road & Track Works																																															
St Andrews Sq. North		80	15-Mar-11	08-Jul-11	08-Jul-11, St Andrews Sq. North																																															
North St Andrews Square		118	06-Sep-10	04-Mar-11	04-Mar-11, North St Andrews Square																																															
St Andrews Sq. South		101	08-Jul-11	30-Nov-11	30-Nov-11, St Andrews Sq. South																																															
St Andrews Sq. West		117	30-Nov-11	25-May-12	25-May-12, St Andrews Sq. West																																															
Waverley Junction / South St Andrews St. Ch 370 to 150		323	07-May-10	28-Aug-11	28-Aug-11, Waverley Junction / South St Andrews St. Ch 370 to 150																																															
Traffic Management		253	10-May-10	19-May-11	19-May-11, Traffic Management																																															
Phases 1 & 2		215	07-May-10	23-Mar-11	23-Mar-11, Phases 1 & 2																																															

Date	Revision	Checked	Approved	Page 3 of 4
18-Feb-10		SCS		

Actual Work
Critical Remaining Work
 Summary
Remaining Work
◆ Milestone

CEC00654535_0063

000061



Date	Revision	Checked	Approved
18-Feb-10		SCS	

█ Actual Work
 █ Critical Remaining Work
 ▼ Summary
 Remaining Work
 ◆ Milestone

APPENDIX 5

000063

CEC00654535_0065

On Street Supplemental Agreement

Appendix 5

PROLONGATION COSTS MINUTE OF VARIATION

BETWEEN

1. **TIE LIMITED**, a company incorporated in Scotland under Company Number SC230949 and having its Registered Office at City Chambers, High Street, Edinburgh, EH1 1YJ ("**tie**"), which expression shall include its successors, permitted assignees and transferees; and
2. **BILFINGER BERGER CIVIL UK LIMITED**, a company incorporated in England and Wales under Company Number 02418086 and having its Registered Office at 7400 Daresbury Park, Warrington, Cheshire, WA4 4DS, which expression shall include its successors, permitted assignees and transferees;
3. **SIEMENS PLC**, a company incorporated in England and Wales under Company Number 00727817 and having its Registered Office at Faraday House, Sir William Siemens Square, Frimley, Camberley, Surrey, GU16 8QD, which expression shall include its successors, permitted assignees and transferees; and
4. **CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES S.A.**, a company registered in Spain in the Corporate Register of Guipuzcoa, Volume 983, Sheet 144, Page Number SS-329, Entry 239 and having its Registered Office at J.M. Iturrioz 26, 20200 (Beasain) Guipuzcoa, Spain ("**CAF**") which expression shall include its successors, permitted assignees and transferees,

together the "**Parties**".

WHEREAS

- A. tie, Bilfinger Berger UK Limited and Siemens plc entered into an agreement, dated 14 May 2008, for the design, construction, testing, commissioning and maintenance of the Edinburgh Tram Network (the "**Infraco Contract**").
- B. Pursuant to a Minute of Variation between the Parties dated 14 May 2008 (the "**First Minute of Variation**"), CAF became a member of the Infraco and party to the Infraco Contract (Bilfinger Berger Civil UK Limited and Siemens plc together with CAF being referred to as "**Infraco**").
- C. Pursuant to a Minute of Variation between the Parties dated 3 June 2009 (the "**Second Minute of Variation**") the terms of Appendix G of Schedule Part 4 of the Infraco Contract were amended.
- D. On 11 November 2009 Bilfinger Berger UK Limited (Company Number 02418086) changed its name to Bilfinger Berger Civil UK Limited.
- E. Certain issues have arisen between the Parties in relation to the valuation of tie Changes.
- F. The parties have agreed to amend the Infraco Contract in terms set out in this Minute of Variation.

IT IS NOW HEREBY AGREED AS FOLLOWS: -

1. Word and expressions used in this Minute of Variation shall have the meaning ascribed to them in the Infraco Contract.

000064

CEC00654535_0066

On Street Supplemental Agreement

Appendix 5

2. For the purpose of Clause 80.6 of the Infraco Contract the Parties agree that prolongation costs in relation to Systems and Trackwork and the Tram Supply Obligations shall be valued in accordance with Clauses 80.6.3 and 80.6.4 of the Infraco Contract.
3. The Infraco Contract is hereby amended as follows:
 - 3.1. In Appendix G of Schedule Part 4 of the Infraco Contract (as amended by the Second Minute of Variation):
 - 3.1.1. amend the first sentence in paragraph 1.3 to read "In respect of a valuation of any work under 1.2 or 1.3A the **tie** Representative shall...";
 - 3.1.2. delete the sentence in paragraph 1.3 starting "*If appropriate to any particular tie Change which relates to Systems and Trackworks...*";
 - 3.1.3. amend the sentence starting "*If appropriate to any particular tie Change, claims for other Preliminaries ...*" to read:

"If appropriate to any particular **tie** Change, claims for other Preliminaries elements in relation to prolongation costs which relate to Civil Engineering Works arising from extensions of time or delay, valued in accordance with the Spreadsheet 2 set out in Appendix F as detailed in tie letter INF CORR 2773 dated 5 November 2009."
 - 3.1.4. insert the following Paragraphs 1.3A and 1.3B after Paragraph 1.3:

"1.3A Where Clause 80.6.3 or 80.6.4 applies, prolongation costs including Preliminaries elements which relate to Systems and Trackwork shall be valued (in addition to the Consortium Preliminaries) on the basis of Actual Cost or estimated Actual Cost as detailed in tie letter INF CORR 2773 dated 5 November 2009 and the Infraco revised Estimate for INTC No. 1 incorporating attached 'Worksheets' and 'Short Narrative' dated 4 November 2009 (letter reference 25.1.201/GC/3956) referred to therein.
 - 3.2. "1.3B In all cases where a **tie** Change is being valued in accordance with Clause 80.6 costs which relate to the Tram Supply Obligations shall be valued on the basis of Actual Cost or estimated Actual Cost as detailed in tie letter INF CORR 2773 dated 5 November 2009.
4. The Infraco Contract, together with the First Minute of Variation, the Second Minute of Variation and the supplemental agreement in relation to Princes Street entered into between the parties on 29 May 2009, shall continue in full force and effect and shall not be affected by this Minute of Variation except in so far as varied by this Prolongation Costs Minute of Variation.

000065

CEC00654535_0067

On Street Supplemental Agreement

Appendix 5

5. This Minute of Variation constitutes a variation in writing pursuant to Clause 108 of the Infraco Contract.

IN WITNESS WHEREOF these presents consisting of this and the preceding [] pages, together are executed as follows:

EXECUTED for and on behalf of TIE LIMITED

at Edinburgh on _____ 2010 by:

Authorised Signatory

Full Name

Witness Signature

Full Name

Address

EXECUTED for and on behalf of BILFINGER BERGER CIVIL UK LIMITED

at Edinburgh on _____ 2010 by:

Director

Full Name

Director

Full Name

EXECUTED for and on behalf of SIEMENS PLC

at Edinburgh on _____ 2010 by:

Authorised Signatory

Full Name

Authorised Signatory

Full Name

EXECUTED for and on behalf of CAF

at Edinburgh on _____ 2010 by:

Authorised Signatory

Full Name

Authorised Signatory

Full Name

000066

CEC00654535_0068