

Appendix A – Schedule of Services

Introduction

tie and Infraco (a consortium comprising Bilfinger Berger (UK) Limited, Siemens plc and CAF) further referred to as the Parties, entered into a contract for the construction and delivery of the Edinburgh tram network. The Contract requires the parties to agree Estimates for changes to the works.

However the Parties have, for various reasons, been unable to finally agree on many of the changes. Therefore and notwithstanding any principle issues of entitlement, in order to make progress the Parties have agreed to refer matters which relate to differences of rates and quantities only on certain Estimates or parts thereof to a third party who should be an Independent Quantity Surveyor (IQS) for verification and determination as further set out herein.

Generally

If the evaluation of an Estimate for a tie change under clause 80 of the Contract is referred for independent verification and determination by the Parties then the verification shall be carried out under the procedure noted below.

- 1.1 The Parties shall identify those Estimates (or parts of Estimates as may be relevant) where they have been unable to agree the Estimate for reasons of rates and quantities only.
- 1.2 When it is decided that matters are to be referred to the Independent Quantity Surveyor (IQS) for determination under this process the Parties shall produce a ‘Scott Schedule’ type analysis to set out the individual rates and quantities that they have not been able to agree upon in format broadly as shown in the attached Appendix to this Schedule. The Scott Schedule shall include a brief explanation of each Party’s basis of their proposed rates and quantities and how calculated. The Scott Schedule shall also set out the information used to assess each Party’s position.
- 1.3 The Parties shall jointly issue a referral to the IQS including a copy of the relevant Scott Schedule produced at 1.2 above. Within 3 business days of the referral the Parties shall invite the IQS to a meeting whereby the Parties can explain the basis and calculation of the individual rates and quantities in the Estimates as set out in the Scott Schedule that are not able to be agreed by the Parties.
- 1.4 The IQS shall thereafter request any such further reasonable information that may be necessary and call any further meetings with the Parties as may be required to allow them to complete their determination provided that all such communications are copied to both Parties and meetings are held with both Parties in attendance unless otherwise agreed by the Parties.

- 1.5 The IQS shall determine the rates and quantities and arrive at a Decision which shall be given with a period of 10 (ten) business days from the date the referral to the IQS. In the event the IQS requires an extension to the 10 (ten) business day deadline an extension thereto can be requested by the IQS and an extension shall be jointly granted by the Parties, at all times acting reasonably. In the event that no such agreement by the Parties can be reached then a 5 (five) business day extension shall be deemed to have been granted.
- 1.6 In the event that the IQS, for whatever reason, is unable to make the Decision within the above deadlines then the IQS shall inform the parties, in writing, that no Decision is possible and the matter shall revert back to the Parties for agreement in accordance with the contract Agreement .Then the IQS shall not be bound, but may, state reasons for declining to give its decision.