AGREEMENT

FOR

CONTRACT PRICE

FOR

PHASE 1A

Dated 20 December 2007

1.0 Introduction

1.1 This document sets out the agreement reached between BBS and tie on 20 December 2007 in respect of the price for the delivery of Phase 1A of the Edinburgh Tram Network.

1.2 Contents

Details of the Agreement

Appendix A1 – Infraco Negotiation Summary Position

Appendix A2 - Detailed Summary Of Contract Price

Appendix A3 – Value Engineering Opportunities Register

Appendix A4 - Provisional Sums

DETAILS OF THE AGREEMENT

2.0 Negotiated Price

- 2.1 The negotiated price for Phase 1a is £218,262,426. Details of the build-up to this price are set out in Appendix A.
- 2.2 The agreed Value Engineering items included in the price are set out in Appendix A3. These sums are fixed reductions save for the conditions listed in Appendix A3 under 'Key Qualifications'.
- 2.3 Provisional sums (previously normalisations) included within the price are as set out in Appendix A4. These allowances are provisional sums for the work described
- 2.4 All other prices are fixed and firm, based on the Basis of the Price as set out below.

3.0 Basis of the Price

- 3.1 The price is based on the following:
- 3.2 Employers Requirements Version 3.1 as qualified by the BBS Compliance Matrix contained within BBS's Email dated 12 December 2007, save for:-
 - In respect of Prior Approvals and other consents the allocation of risk and responsibility is as set out in tie (G Gilbert) email dated 12 December 2007) Appendix B1
 - OLE fixed termination system for all on street sections, from Haymarket to Newhaven and within Edinburgh Park and catenary system from Haymarket to Edinburgh Airport. Stepped poles will be adopted throughout.
 - Trackform will be as the RHEDA City system (types C, D and G) except where ballasted track will be adopted as agreed.
 - Maintenance requirements as discussed and as per Email of 12th
 December and 13th December 2007 Appendix B2

The Parties acknowledge that the final Employer's Requirements will be subject to quality assurance of the final accepted consolidated version.

- 3.3 The BBS price for civils works includes for any impact on construction cost arising from the normal development and completion of designs based on the design intent for the scheme as represented by the design information drawings issued to BBS up to and including the design information drop on 25th November 2007. The price excludes:
 - a) Items designated as provisional in the Appendix A4.
 - b) Any material changes to the design resulting from the impact of the kinematic envelope of the CAF tram vehicle on the civils design.
 - c) Excluded items, to the extent described in 3.4 below.

In respect of footways, full reuse of existing kerbs and flags and minimal reinstatement behind kerb lines is assumed, i.e. not wall to wall. Design must be delivered by the SDS in line with our construction delivery programme previously submitted.

3

Date:- 20/12/07

For the avoidance of doubt normal development and completion of designs means the evolution of design through the stages of preliminary to construction stage and excludes changes of design principle, shape and form and outline specification

- 3.4 The BBS price for systems works is fixed save for:-
 - Items designated as provisional in the Appendix A4. a)
 - b) Any agreed material impact of the CAF tram vehicle specification on the traction power supply system as demonstrated by power simulation modelling.

3.5

- 3.6
 - Utilities Diversions, except the £3m provisional sum included in the allowance for Picardy Place, York Place and London Road and a)
 - allowance for Picardy Place. York Place and London Road and £0.75m provisional sum for minor utilities diversion as shown in Appendix A4.

 Work at St Andrew Square beyond the tram alignment works tramstops, trackform, track bed, OHLE, road surface refurbishing and associated systems and link works.

 The cost of the following within the Forth Ports Area: b)
 - C)
 - Road surface finishes, pavings, tramstop finishes and drainage.
 - Work to Tower Place and Victoria Dock bridges.
 - Lindsay Road Retaining Wall and associated highway works. which is extra over the scope included in BBS's price as at selection of BBS as preferred bidder.
 - The Cost of the Highways and Drainage works at Picardy Place, d) London Road and York Place that is extra over the scope included in BBS's price as at selection of BBS as preferred bidder.
 - Ground conditions that require works that could not be reasonably e) foreseen by an experienced civil engineering contractor based on the ground conditions reports provided to BBS on 20th and 27th of November and 6th December 2007. Additionally the BBS price does not include for dealing with replacement of any materials below the earthworks outline or below ground obstructions/voids, soft material or any contaminated materials.
 - f) Bernard Street additional road works as drawing provided.
 - Completing full footway reconstruction in Leith Walk beyond the g) allowance made where kerb lines are being re-sited.
- 3.7 In respect of the Depot excavation works, the price is fixed against the quantities advised to BBS by tie and on the assumption that the depot excavation will be handed over to us pumped dry with a firm sound foundation.
- 3.8 The price excludes any scope required by Third Parties which is not included within the designs issued up to and including 25th November 2007. BBS and tie will consult with Third Parties prior to contract award to agree local Codes

Date: - 20/12/07

of Construction Practice. The price will be adjusted for any changes to constraints and additional scope which arises out of these agreements.

- 3.9 In respect of the highways work in Princes Street, Shandwick Place and Haymarket Junction, BBS's price is based on planing back the existing road structure to a sound base and replacement with an acceptable roads construction suitable for purpose to suit the revised road surface profile. Full depth reconstruction as the current designs in this area is not included in the Price.
- 3.10 The programme for delivery of Phase 1A is:
 - as represented by the programme provided by BBS dated 11th December 2007 which shows a completion of 8th August 2011 (sent to tie on 13th December 2007 Appendix B3),
 - based on the contents and assumptions set out in BBS email (Steve Sharpe) dated 13th December 2007 – Appendix B4, BBS and tie will work to deliver completion of Phase 1a by 11th Feb 2011 and
 - based on the constraints and methodologies as agreed between BBS, tie, TEL and CEC.

It is agreed that all parties must work together to achieve the rationalisation of city centre constraints to achieve programme delivery. BBS have not allowed in the Price for completion beyond March 2011.

- 3.11 Contract terms as represented by the negotiations up to 14th Dec 2007 and for the avoidance of doubt:
 - a) Consents as set out in **tie** email (Geoff Gilbert) to BBS dated 12th December 2007 Appendix B1.
 - b) Third Party Agreement and Third Party obligations as set out in BBS email (M Flynn) dated 12th December 2007 Appendix B5.
 - c) The novation of SDS to Infraco as set out in the Novation Plan.
 - d) The novation of Tramco to Infraco at the date of Infraco Contract
 Award
 - The terms negotiated and under negotiation prevail over statement in respect of contract issues stated in the technical information submitted by BBS.
- 3.12 In all other respects the conditions of the Preferred Bidder Agreement apply.

4.0 Agreement

4.1 This document is agreed as a record of the outcome of the negotiations:-

5 Date:- 20/12/07

EXECUTED for and on behalf of BBS

Authorised signatory:

Full name:

Stanton

Stan

APPENDIX A

6

APPENDIX B1

Date:- 20/12/07

Geoff Gilbert

From:

Geoff Gilbert

Sent:

12 December 2007 21:00

To:

flynn.michael@siemens.com

Cc:

Tom.Murray@bilfinger.co.uk; 'Scott.McFadzen@bilfinger.co.uk'; Richard.Walker@bilfinger.co.uk; Bob Dawson; Valerie Clementson

Subject:

Draft Consents Paper GG 121207

Attachments: Draft Consents Paper GG 121207.doc

Michael

Simplified proposal from us on consents enclosed. Can we discuss tomorrow morning.

Regards

Geoff Gilbert - Project Commercial Director

TRAM Project

tie Limited

Citypoint

65 Haymarket Terrace

Edinburgh EH12 5HD

tel

tie Limited

Edinburgh TRAM Project (Commercial In Confidence)

Subject

Infraco Contract Terms Clarifications

Review area:

Consents

Date

12th December 2007

1.0 Principles

- 2.1 The allocation of responsibility for consents in the contract will be as follows:-
 - The following consents will be the responsibility of tie to obtain
 - o TROs for the permanent scheme
 - TTROs to enable the scheme to be constructed, with BBS support (tie have already applied for blanket TTRO's)
 - Network Rail possessions tie book these based on BBS programme dates (note these are already booked now wrong dates – need to be re-booked to comply with revised Infraço Contract)

BBS provides relevant support to tie to obtain these consents.

- SDS obtain other consents required to fulfil their contract obligations.
 Agreed consents being obtained by SDS will be clarified in the
 novation agreement with a list of consents stating the status of
 consents at Novation. The list of consents being obtained by SDS is
 set out in Appendix A.
- BBS obtain all other consents, those required for construction activities and also those required to commission the system and enable it to open for passenger carrying operation. Support is provided by SDS where relevant.
- Tie will provide support to BBS to assist them in obtaining consents from third parties where they are not co-operating, provided BBS has provided the requisite information to obtain the consent and comply with the consent authorities timescales.
- Where consents are not put in place by SDS to meet the BBS programme in the Infraco Proposals then the impact on programme will be a CE, subject to certain provisos as set out later in this paper.

Tie will consider a CE where BBS are unable to obtain consents. To enable tie to assess whether it is prepared to do this SDS is to advise tie of the specific consents that it is concerned about. Tie will not agree to a blanket CE for all consents to be obtained by Infraco. Where tie agrees to a CE where BBS are unable to obtain consents this will be subject to the provisos listed below in 9 below.

2.0 Traffic Regulation Orders [TROs]

- 2.1 The TROs are to be obtained by **tie** with relevant technical support and programme information being provided by BBS.
- 2.2 If BBS action or inaction delays this process and to the extent that this delays completion of the scheme will not be a CE.
- 3.0 Temporary Traffic Regulation Orders [TTROs]

Consents

Page 1 of 5

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Edinburgh TRAM Project (Commercial In Confidence)

- 3.1 The TTROs are to be obtained by **tie** but based on the programme and technical information being provided by BBS, including traffic management proposals. This will in essence be the implementation of the On Street Construction Works Methodology which is to contain all the details necessary for tie to draw down a TTRO, including traffic management arrangements proposed by BBS.
- 3.2 If BBS action or inaction delays this process and to the extent that this delays completion of the scheme will not be a CE.

4.0 Network Rail

- 4.1 Possessions have already been booked by **tie** in accordance with BBS's requirements. Possessions need to be re-booked to suit revised Infraco Contract.
- 4.2 BBS (including providing design and technical information where necessary) will prepare and provide to tie all necessary paperwork to enable tie to make an application for possessions to Network Rail.
- 4.3 The responsibility for payment for these possessions will rest with **tie** but any changes to possessions as a result of BBS being in culpable delay will then rest with BBS.
- 4.4 Any changes to possessions as a result of Network Rail will, subject to usual tests, lead to a Compensation Event for BBS.

5.0 Discharge Consents (water)

- 5.1 There are two situations here, namely:
 - Temporary Discharge Consents
 - Permanent Discharge Consents
- 5.2 Clearly BBS has to be responsible for temporary discharge consents as these will relate to their method of working or other preliminaries items such as their site set up.
- 5.3 With regard to the permanent discharge consents BBS want these to be in place prior to novation of SDS. If this can be achieved then it would be the preferred position. BBS to check SDS programme to determine whether these are in place.
- It is logical that BBS are responsible for obtaining the permanent discharge consents as SDS will be their consultant not tie's for this element of the work. Permanent discharge consents are required prior to commencement of the relevant drainage works. If these are refused due to SDS errors it will be a matter for BBS to resolve with SDS (subject to the SDS having obtained a permanent discharge consent and designed an agreed outfall arrangement for the Depot?). However if refused or made conditional upon works being

Consents Page 2 of 5 printed 20/12/2007

Edinburgh TRAM Project (Commercial In Confidence)

undertaken e.g. betterment, upgrading, new or renewal requirements for other reasons outside of BBS/SDS control then it is suggested that this becomes a **tie** change.

6.0 Building Warrants

6.1 The Building Warrants relate to compliance with technical standards and thus it is appropriate that this rests with BBS (SDS providing this to BBS other than where BBS have or are to undertake the design).

7.0 Building Fixing Agreements (for overhead line)

- 7.1 SDS have a responsibility to obtain Building Fixing Agreement and thus under the novation arrangement this will rest with BBS.
- 7.2 However **tie** has already acknowledged that obtaining a Building Fixing Agreement is not necessarily guaranteed. Heritable Proprietors (owners) have the right to object and quite probably most will. Thereafter CEC/**tie** determines whether to take the matter to the Sheriff Court.
- 7.3 Although Building Fixings Agreements remain as the preferred solution, SDS is also progressing the approval of poles to support the overhead line.
- 7.4 If Building Fixing Agreement is not obtained in a particular location, then within limits of being technically feasible and programme constraints for a new request, alternative locations for a Building Fixing are to be sought.
- 7.5 Where it is not technically feasible to use an alternative location for a Building Fixing or the programme constraints are insufficient for a new request, then the 'fall-back position' of the use of a pole becomes a **tie** Change.
- 7.6 Where there is uncertainty of likely outcome, consideration will be given to a dual approach of seeking Building Fixings and also installing foundations for a pole (as a **tie** Change).

8.0 Other consents related to design

10.1 All other consents related to design will rest with BBS.

9.0 Compensation Event where consents are not obtained or are delayed by SDS

- 11.1 BBS will be entitiled to a CE where a consent is not provided by the authority providing the consent by the date that it is shown as required on the programme included in the Infraco Proposals provided that:
 - It relates to a consent that SDS are due to obtain in accordance with their contract (excluding any additional consents that Infraco may have instructed SDS to obtain after novation)
 - Infraco explains the reasons given by the consenting authority as to why they will not or have not provided consent within the agreed period (with supporting documentation)

Consents

Edinburgh TRAM Project (Commercial in Confidence)

- Infraco advises tie immediately that it becomes aware that a consent may not be obtained by the due date. In such circumstances Infraco will afford tie the opportunity to meet with the authority providing the consent with a view to resolving the situation and Infraco attends the meeting with tie and supports tie in this respect.
- Infraço demonstrates that:
 - o Not receiving the consent has had or will have a material impact on the progress of the works
 - o Infraco have taken all reasonable steps to obtain the consent
 - o Infraco has provided all information necessary to obtain the consent within the timescales agreed with the authority providing the consent
 - o the failure by the authority required to provide the consent has not been brought about by Infraco reprogramming the works or reprogramming or reprioritising the design programme such that a timescale agreed with the authority providing the consent cannot now be achieved
 - o the authority providing the consent has not responded within the agreed timescales
 - o Infraco has undertaken or plans to undertake mitigation actions in a timely manner to avoid or mitigate the impact of any delay in obtaining consent.
 - o The failure in obtaining a consent is not due to a failure on the part of SDS to deliver the obligations of their contract.

CONSENTS (Commercial in Confidence)

	HMRI.	HMRI	Ongoing process with HMRI
Rallways and Aviation	Network Rail	Network Rail	Ongoing negotiations with NR
	BAA/Aviation Consents	BAACAA/NATS .	Ongoing negotiations with BAA
	Listed Building Consent	CEC Planning Authority	
	Prior Approval	CEC Planning Authority	
Planning	Planning Permission	CEC Planning Authority	
	Conservation Area Consent	CEC Planning Authority	Not applicable within LoD
	Scheduled Monument Consent	Scottish Executive & Historic Scotland	
	Advertisement Consent	CEC Planning Authority	Information signs "deemed consent"
Traffic Management	Road Construction Consent	CEC Roads Authority	
	Badger Licence	Scottish Natural Heritage	
Environment	Otter holt/disturbance licence	Scottish Natural Heritage	Environmental Team
Ecological	Bat Licence	Scottish Natural Heritage	Ellationilleria Leali
,	Appropriate Assessment	Competent Authority	
	CAR General Binding Rules	SEPA	
Drainage	CAR Registration	SEPA	
CAR	CAR License	SEPA	
	Water/ Wastewater Connection	Scottish Water	
Construction	Technical Approval	CEC Bridges/ CEC Roads	·
Ochstraction	Building Warrant	CEC Building Standards	
Radio	OFCOM license	OFCOM	
Design Consultation	Third Party Design Consultation		
Undertakings.	Undertakings to Parliament	n/a	
Agreements	Agreements with 3rd Parties	n/a	
Letter of Comfort	Letter of comfort	n/a	Undertakings and Agreements to Parliament and with 3rd parties that
Letter of Closure	Letter of Closure	n/a	must be met

APPENDIX B2

Geoff Gilbert

From:

Alastair Richards - TEL

Sent:

20 December 2007 18:27

To:

Geoff Gilbert

Subject:

FW: Employer's Requirements - 3.03 (draft) - Maintenance Section

Attachments: ERs - Maintenance - Draft 3 03 for Informal Issue ONLY_rev20071211.pdf

From: Brauns, Bernhard [mailto:bernhard.brauns@siemens.com]

Sent: Wed 12/12/2007 7:23 PM To: Alastair Richards - TEL

Cc: scott.mcfadzen@bilfinger.de; Brueckmann, Roland

Subject: AW: Employer's Requirements - 3.03 (draft) - Maintenance Section

Hello Alastair,

please find attached the ER with my comments (directly in the pdf document).

In case you can't see the comments, please give me a ring - I'd then have to convert the pdf into a Word document.

With best regards, Bernhard Brauns

Siemens AG Transportation Systems Integrated Services TS IS S12 Sieboldstr. 16

91052 Erlangen, Germany

Tel.: +49 Fax: +49 Mobile:

mailto:bernhard.brauns@siemens.com

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Von: Alastair Richards - TEL [mailto:Alastair.Richards@tie.ltd.uk]

Gesendet: Freitag, 7. Dezember 2007 18:52

An: Brauns, Bernhard

Betreff: FW: Employer's Requirements - 3.03 (draft) - Maintenance Section

Wichtigkeit: Hoch

Bernhard,

following our meeting, I have updated the Maintenance section and attached it for your informal review. We are finalising the reissue of the consolidated ER's early next week and any feedback would be helpful.

Regards,

Alastair

From: Glen Aitken

Sent: Fri 12/7/2007 4:51 PM **To:** Alastair Richards - TEL

Subject: Employer's Requirements - 3.03 (draft) - Maintenance Section

Alastair.

As requested, Please find attached the prospective (draft) 3.03 version of the Maintenance Section of the Employer's Requirements.

Have a great weekend. With kind regards,

Glen

Glen Aitken Engineering Project Administrator

tie limited Citypoint 65 Haymarket Terrace Edinburgh EH12 5HD

tel. +44

email. <u>Glen.Aitken@tie.ltd.uk</u> web. <u>www.tie.ltd.uk</u>

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Geoff Gilbert

From:

Alastair Richards - TEL

Sent:

20 December 2007 18:23

To:

Geoff Gilbert

Subject: FW: Employer's Requirements - 3.03 (draft) - Maintenance Section

As requested

From: Alastair Richards - TEL Sent: Wed 12/12/2007 7:52 PM

To: Brauns, Bernhard

Cc: scott.mcfadzen@bilfinger.de; Brueckmann, Roland

Subject: RE: Employer's Requirements - 3.03 (draft) - Maintenance Section

Berhard,

thanks for this, I can see the comments, they seem to be mainly clustered in Table 92 Fault Corrective Requirements. Probably best if we discuss these specifically on the telephone tomorrow one by one to find a resolution. How would 10:30 your time suit you?

Regards,

Alastair

From: Brauns, Bernhard [mailto:bernhard.brauns@siemens.com]

Sent: Wed 12/12/2007 7:23 PM To: Alastair Richards - TEL

Cc: scott.mcfadzen@bilfinger.de; Brueckmann, Roland

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In case you can't see the comments, please give me a ring - I'd then have to convert the pdf into a Word document.

With best regards, Bernhard Brauns

Siemens AG Transportation Systems Integrated Services TS IS S12 Sieboldstr. 16

91052 Erlangen Germany

Tel.: +49 Fax: +49 Mobile: +

mailto:bernhard.brauns@siemens.com

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Von: Alastair Richards - TEL [mailto:Alastair.Richards@tie.ltd.uk]

Gesendet: Freitag, 7. Dezember 2007 18:52

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Alastair

From: Glen Aitken

Sent: Fri 12/7/2007 4:51 PM To: Alastair Richards - TEL

Subject: Employer's Requirements - 3.03 (draft) - Maintenance Section

Alastair.

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Have a great weekend. With kind regards,

Glen

Glen Aitken

Engineering Project Administrator

tie limited Citypoint 65 Haymarket Terrace Edinburgh EH12 5HD

tel. +44 (0)

email. <u>Glen.Aitken@tie.ltd.uk</u> web. <u>www.tie.ltd.uk</u>

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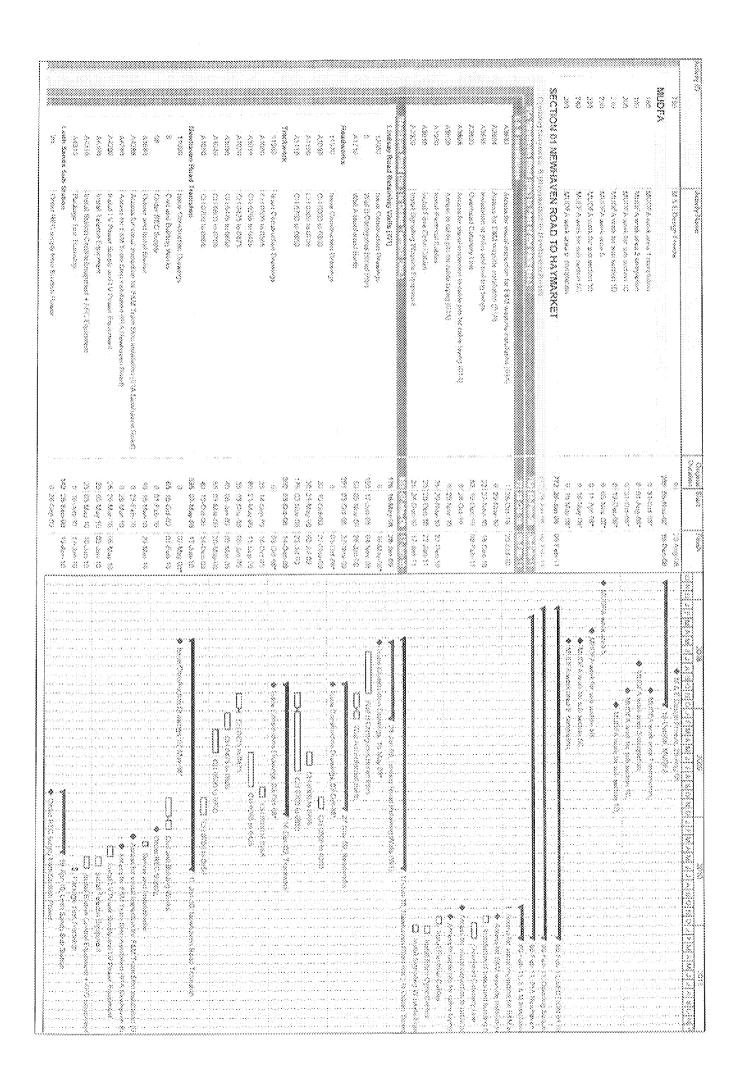
tie Limited registered in Scotland No. SC230949. Registered office - City Chambers, High Street, Edinburgh, EH1 1YT.

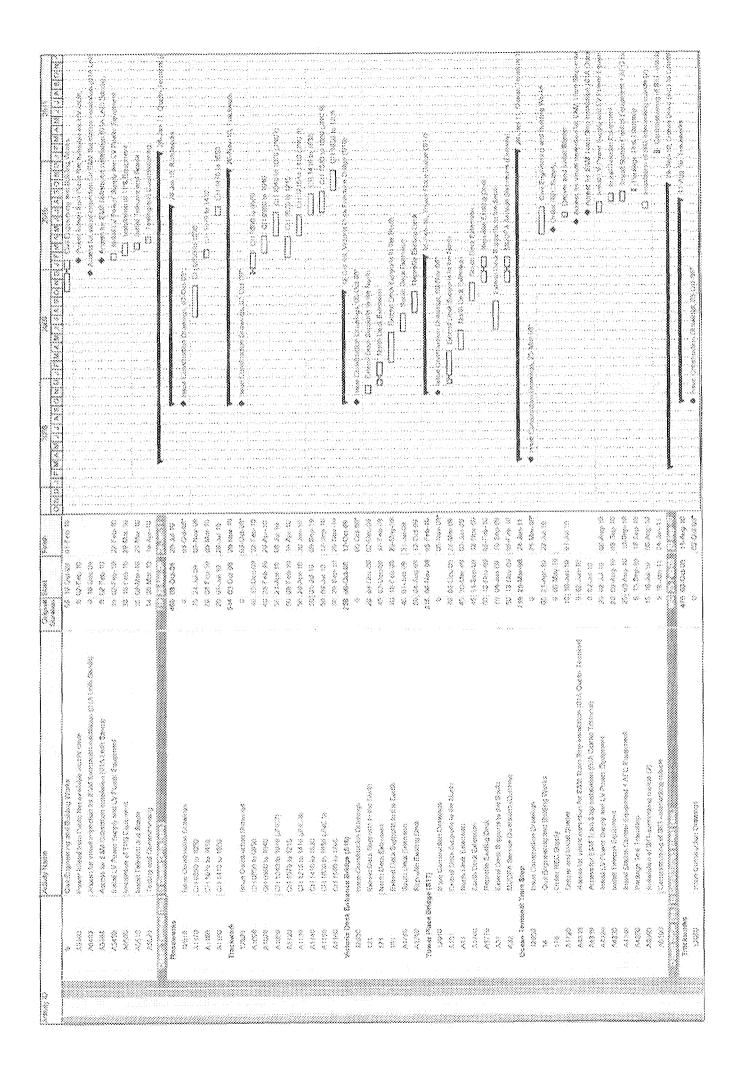
APPENDIX 83

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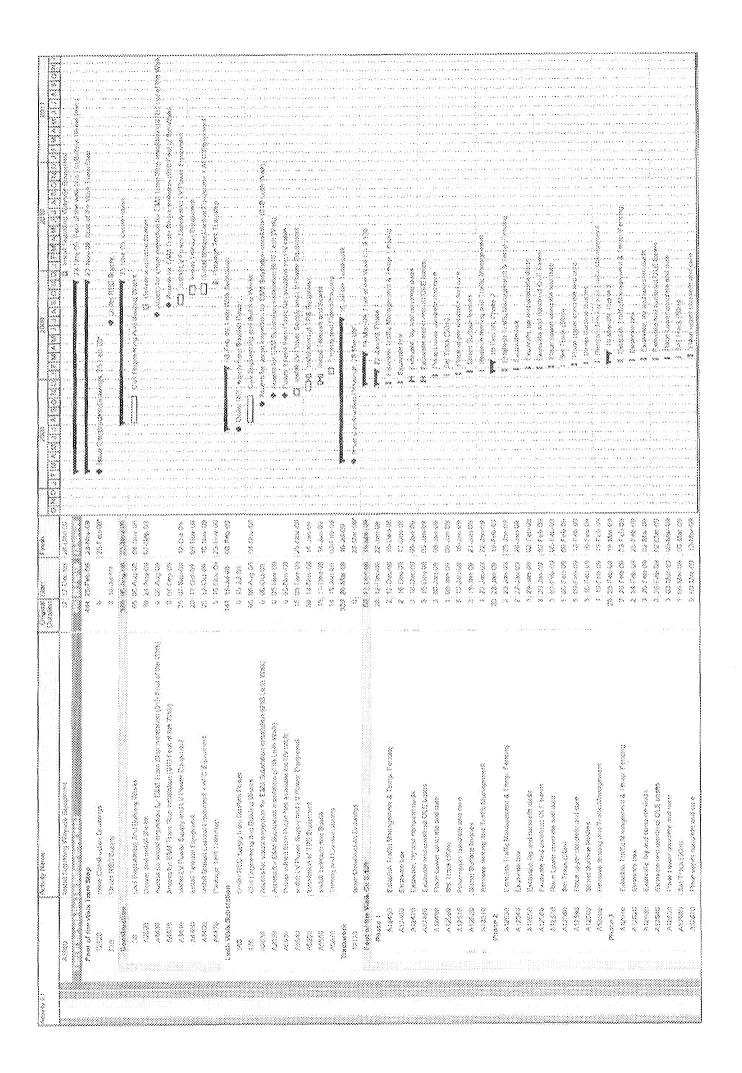
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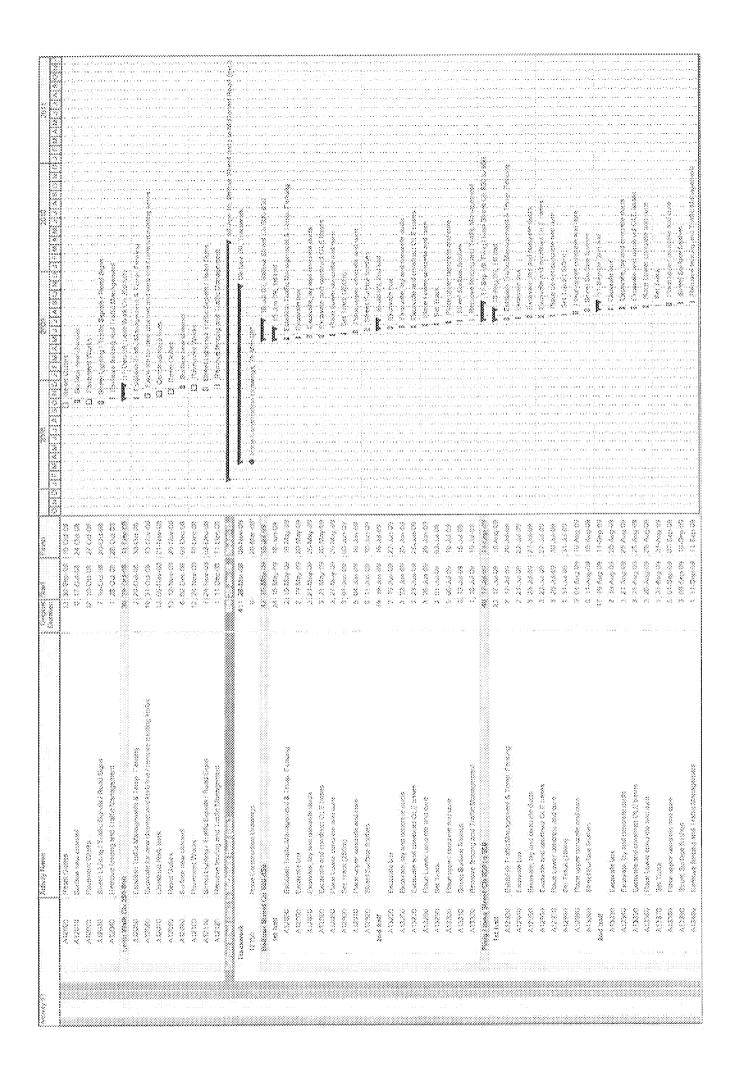


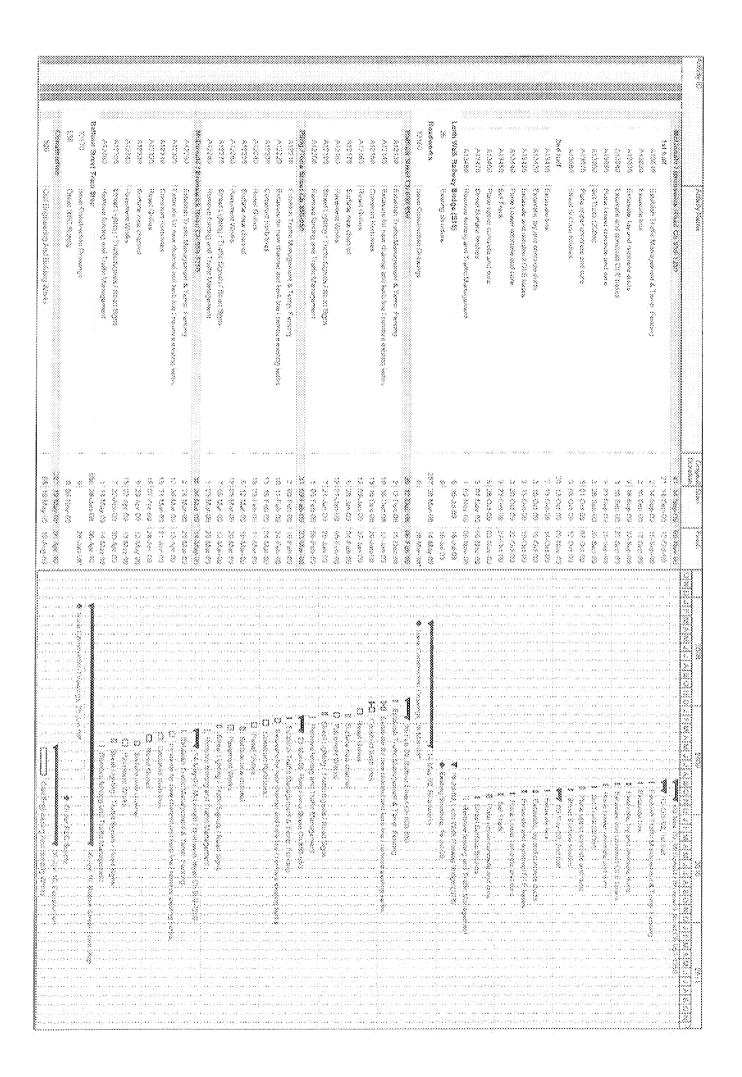


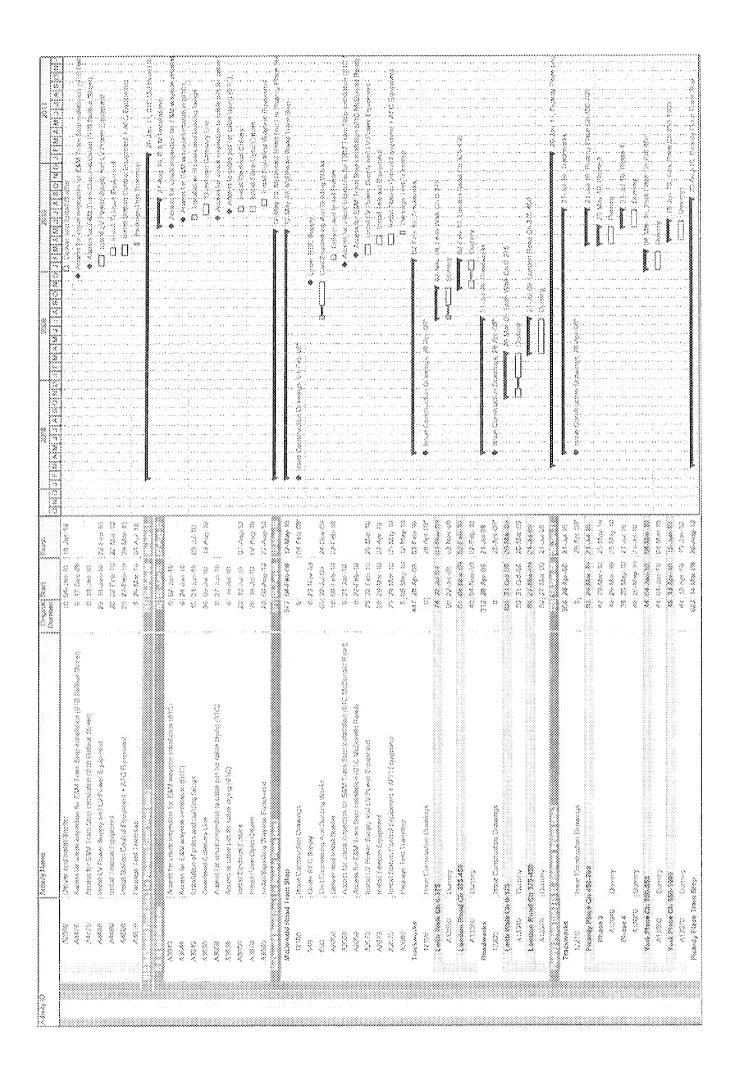
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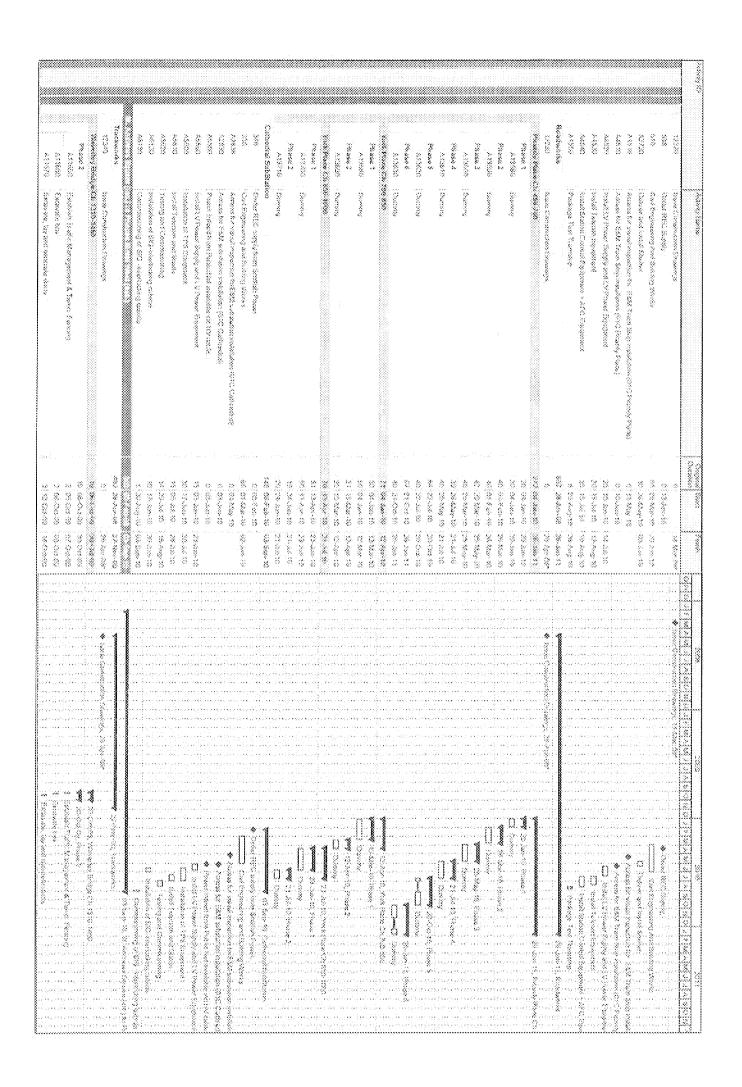


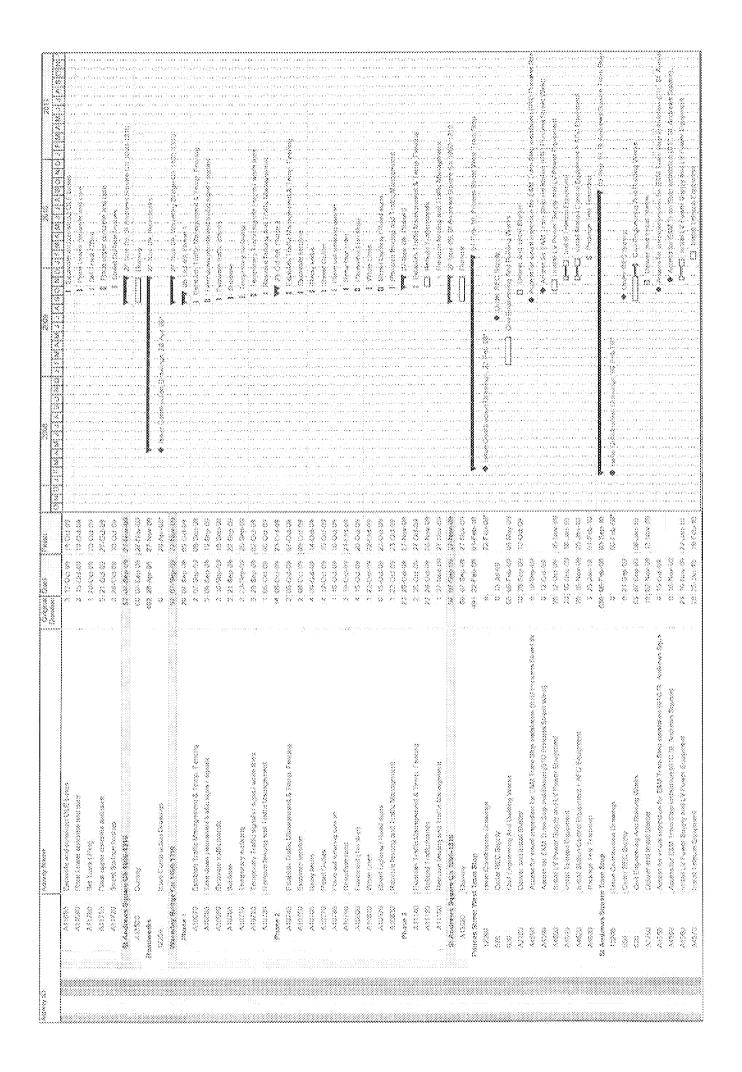
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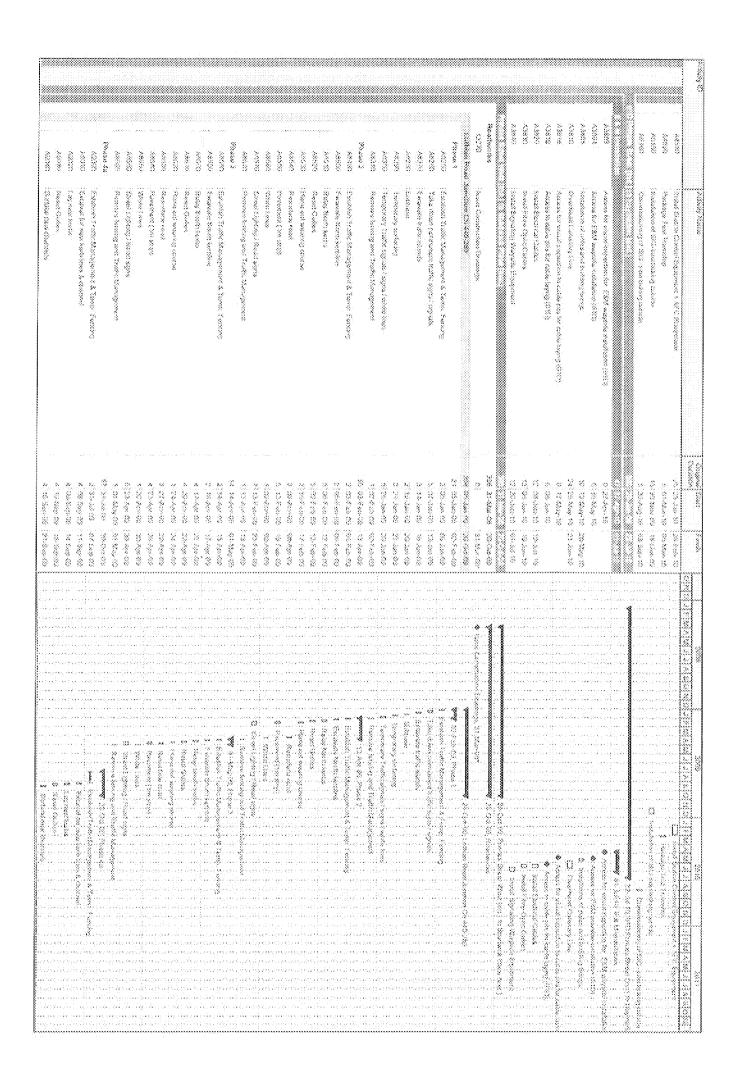


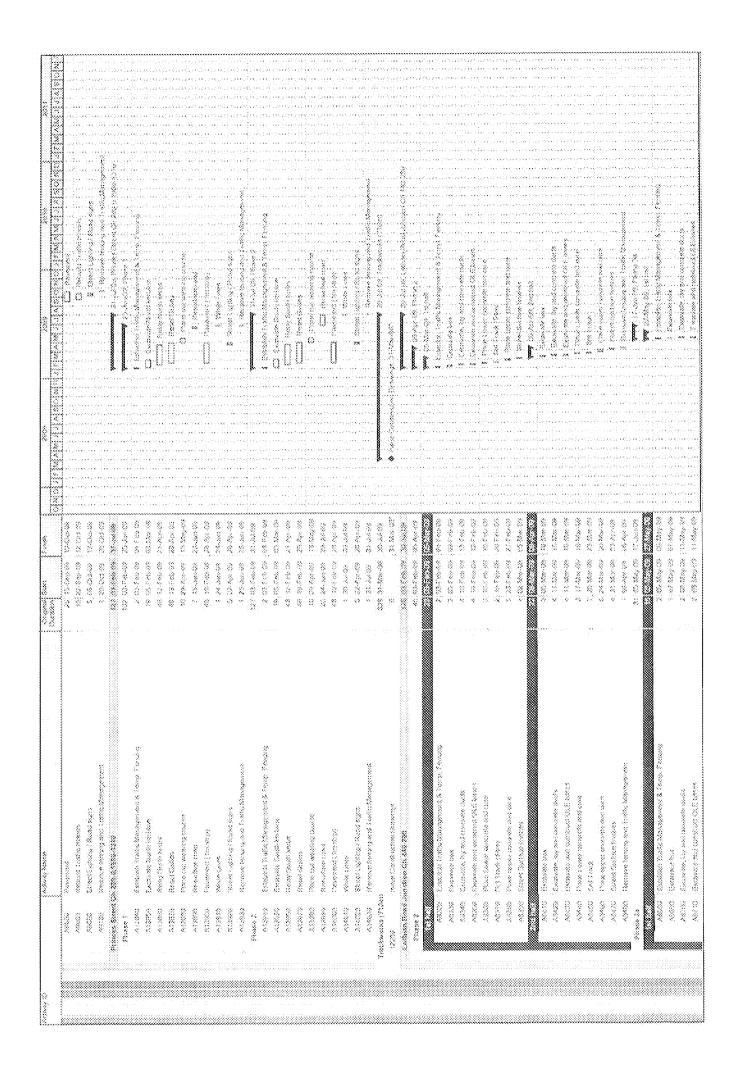


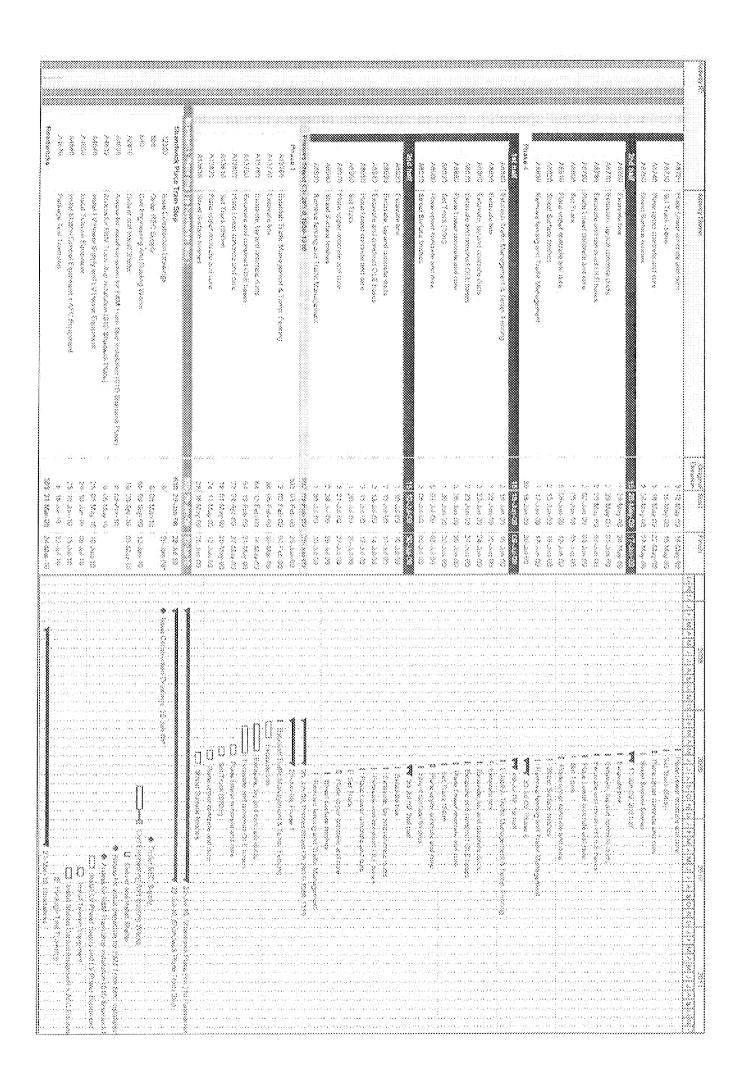


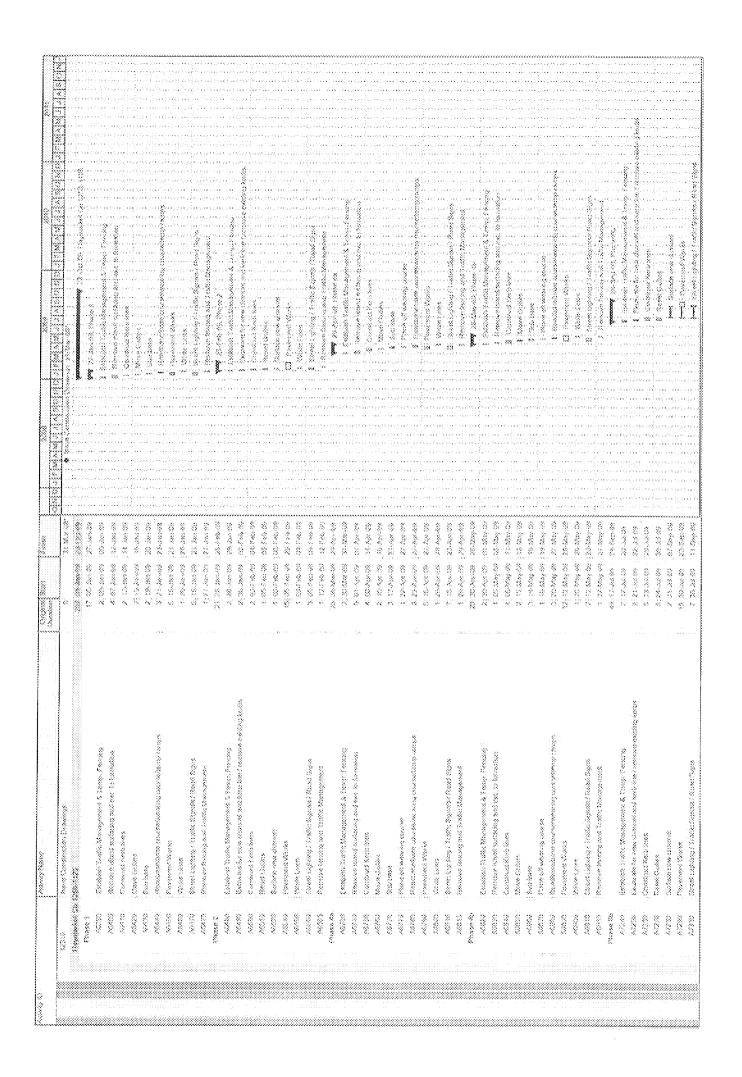




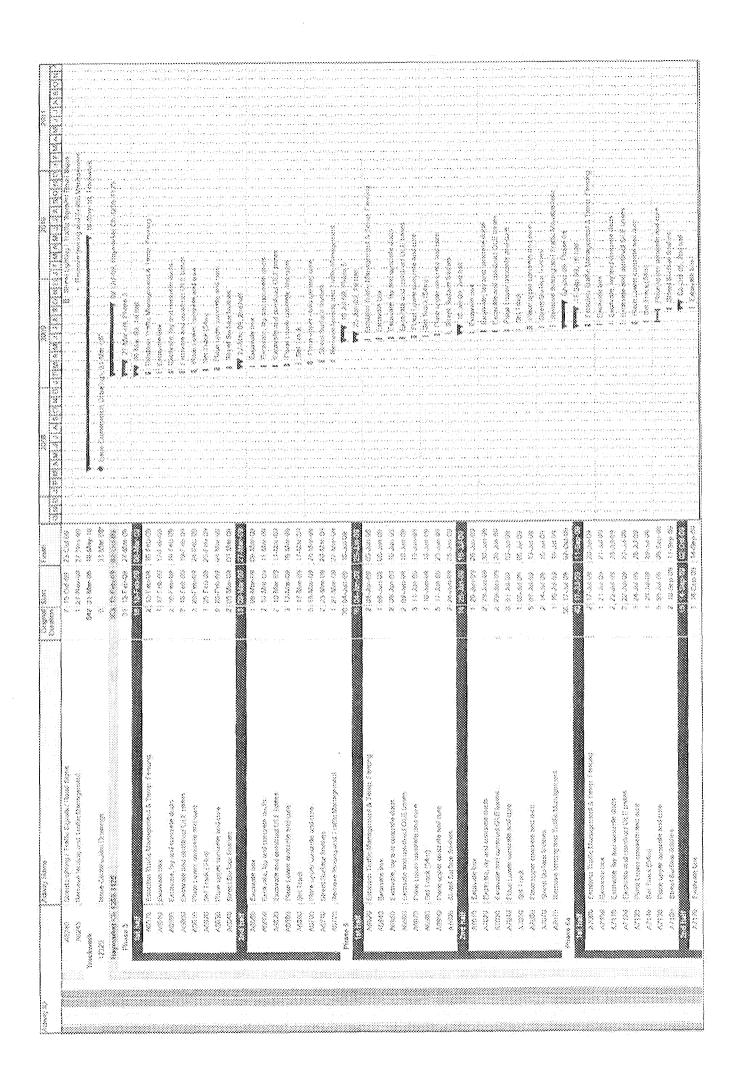




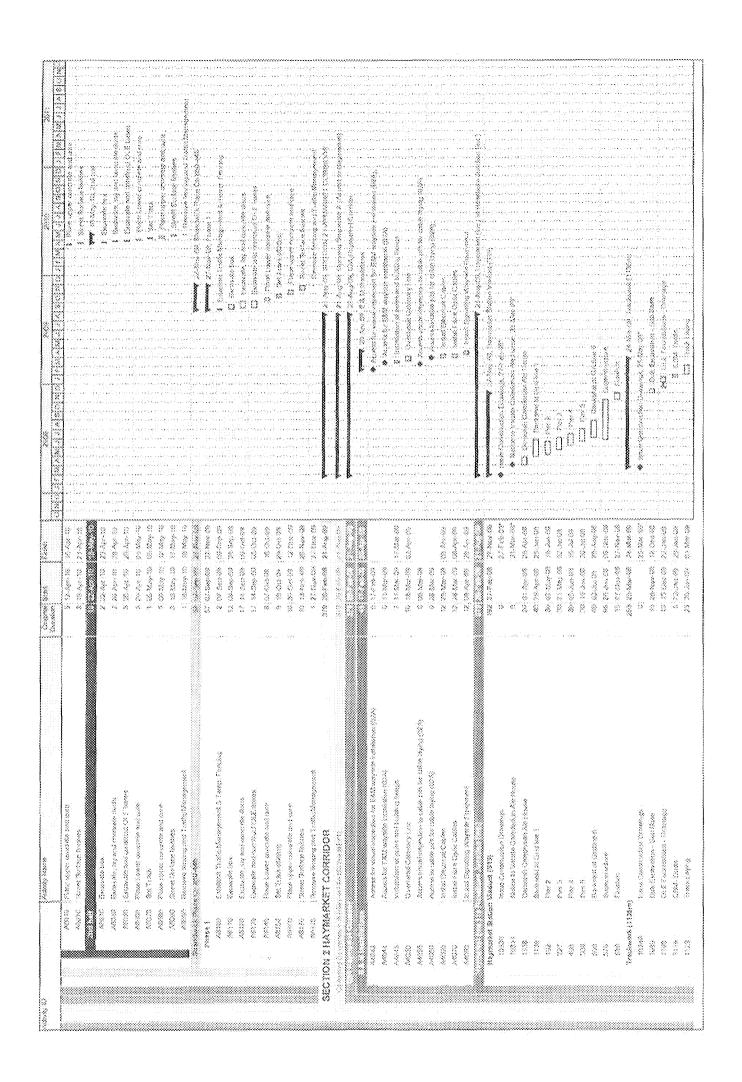




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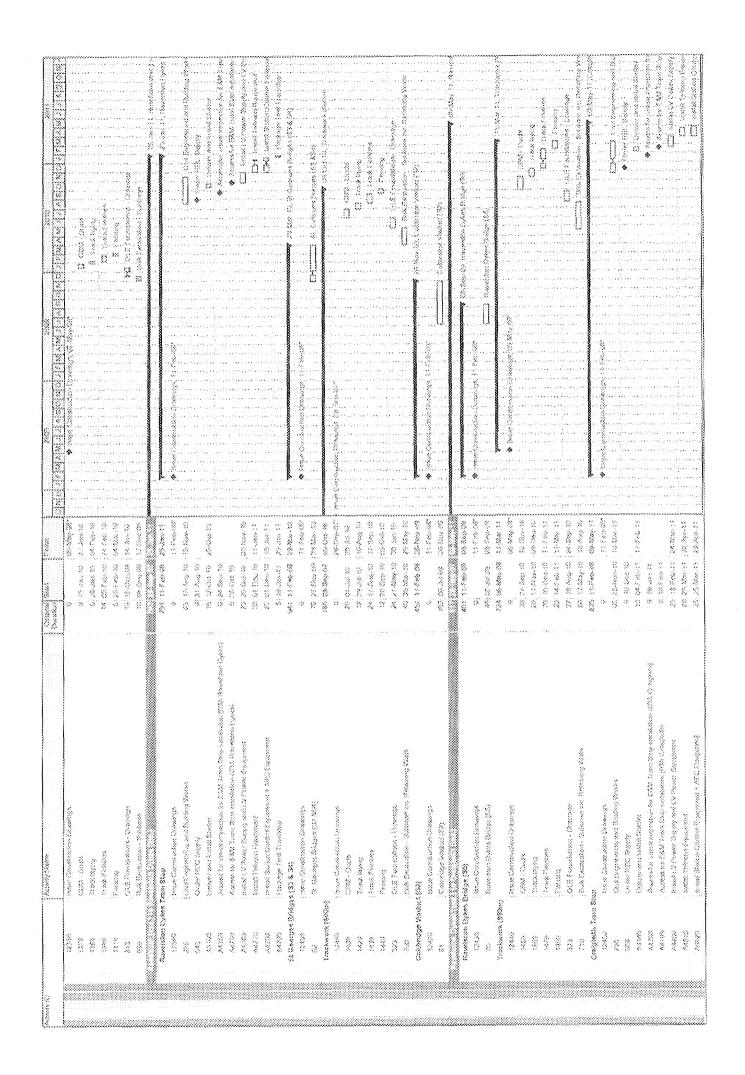


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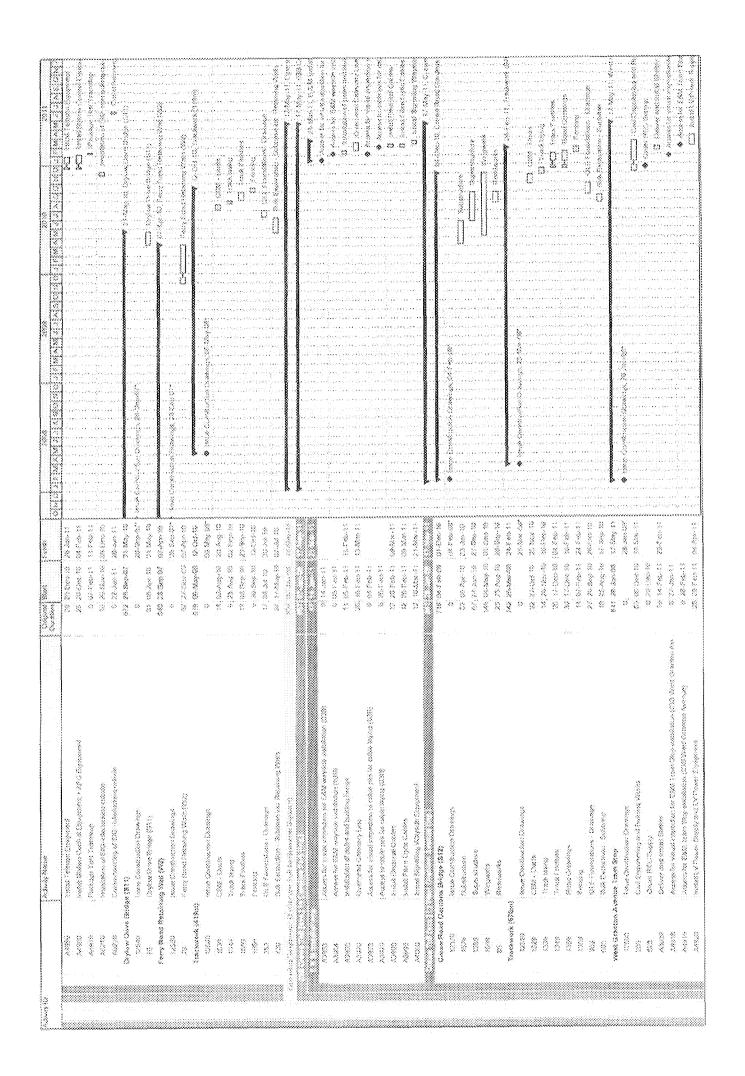


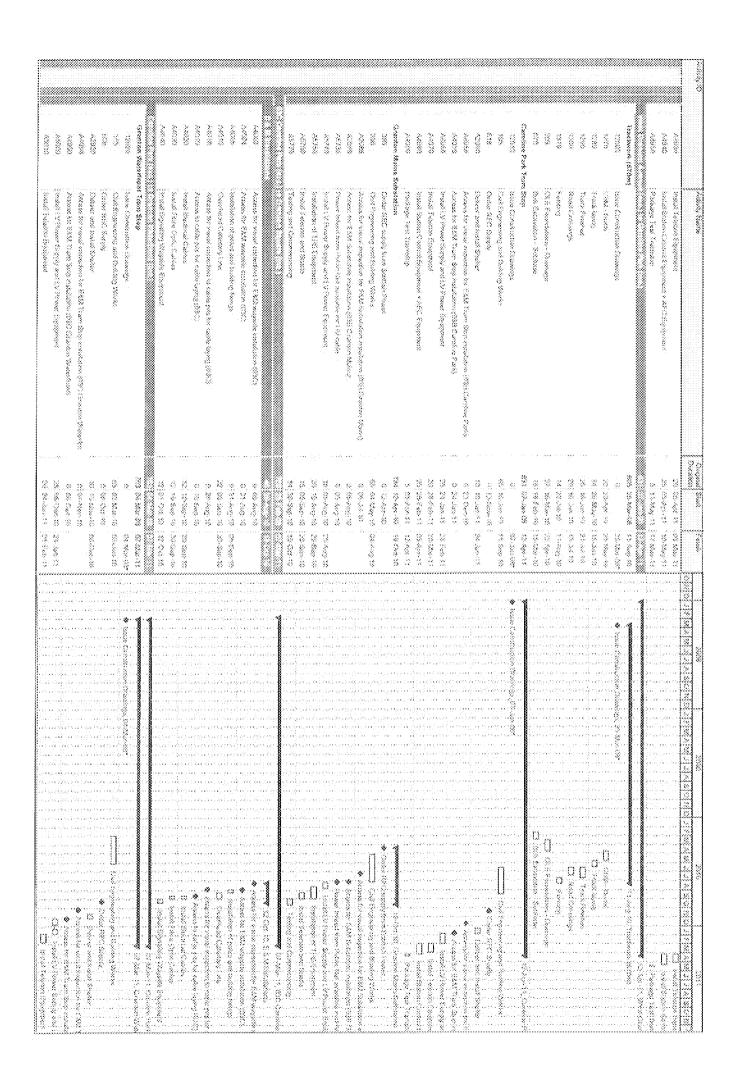
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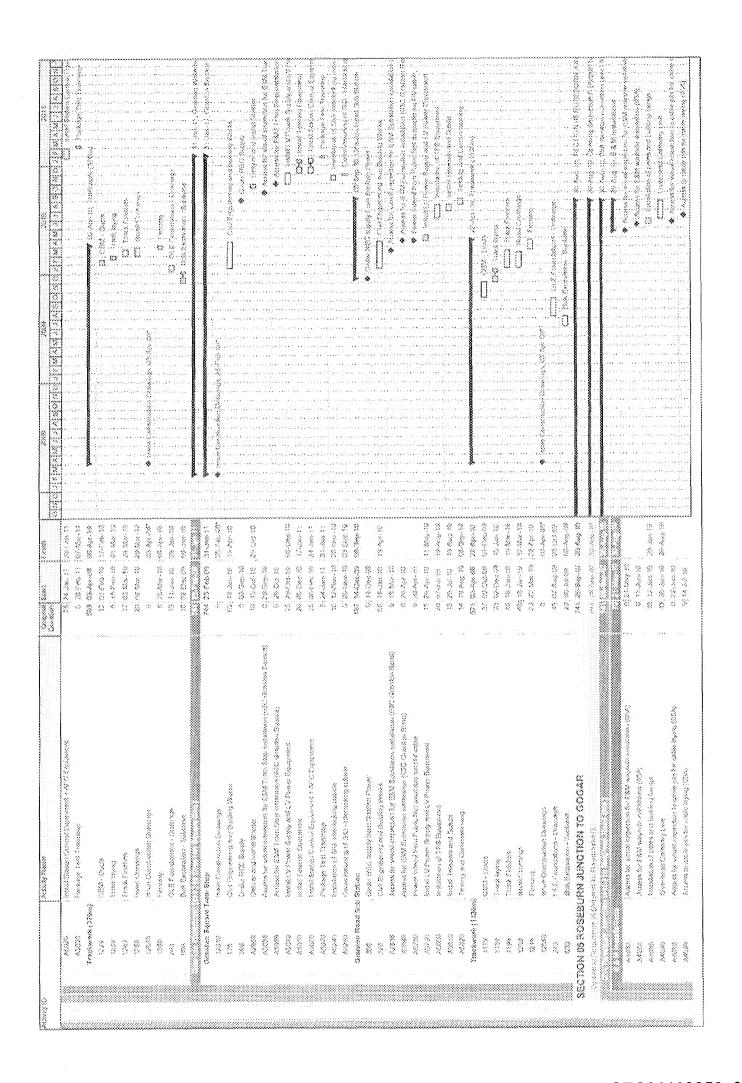
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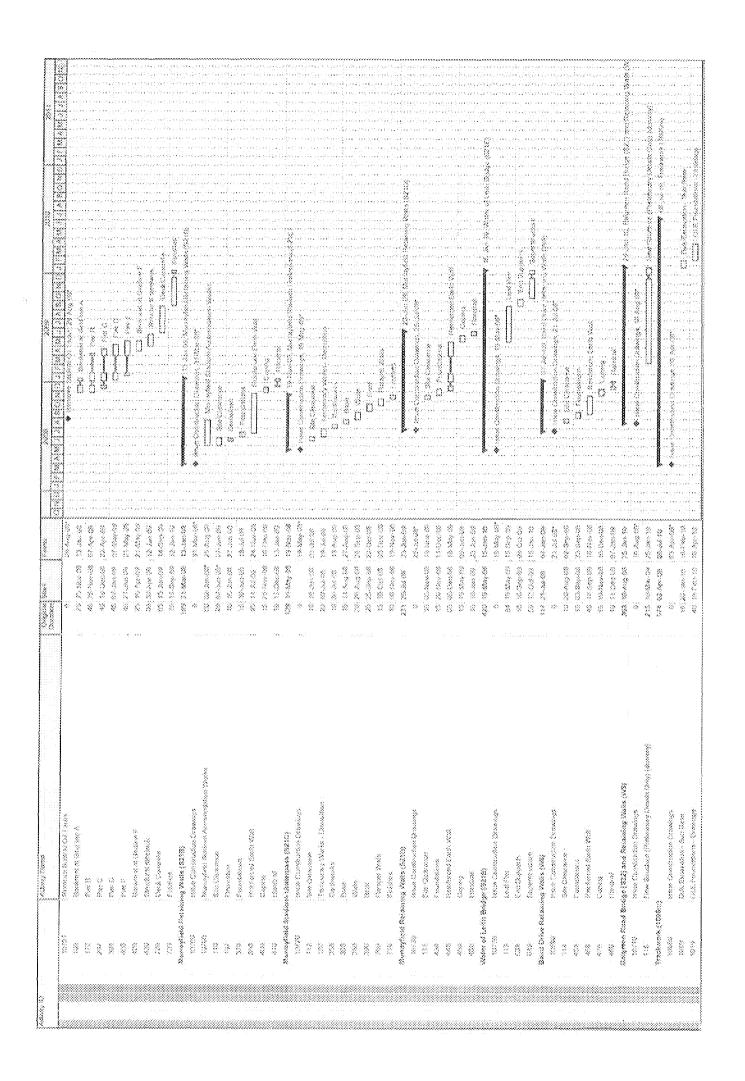
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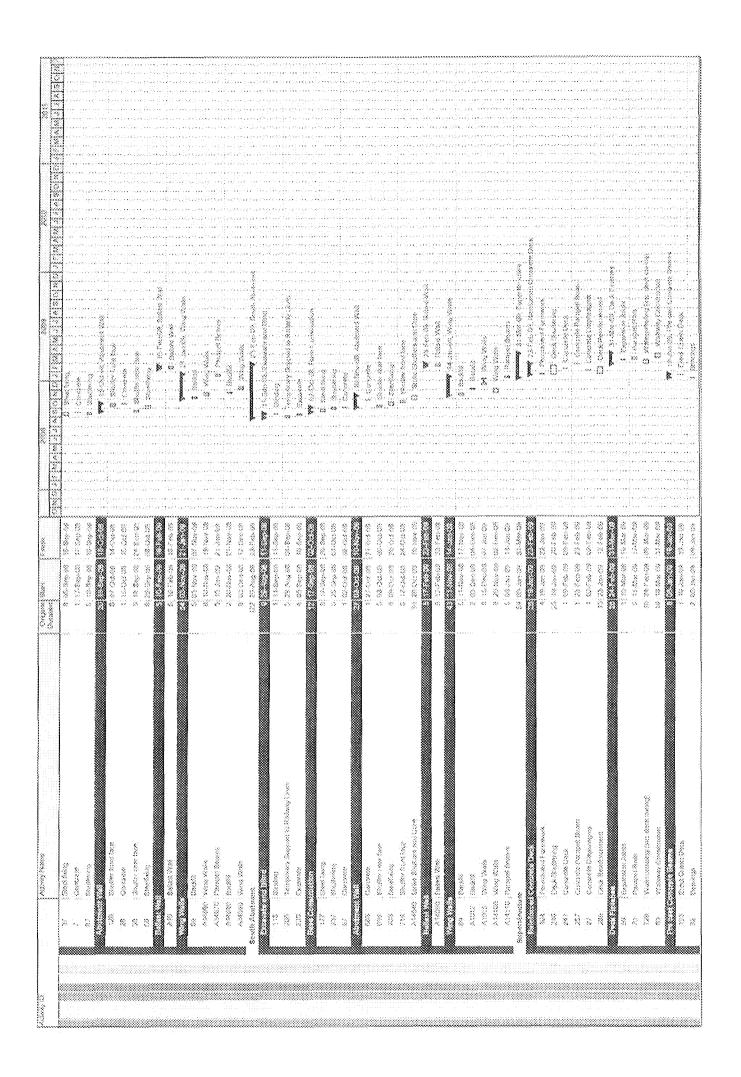
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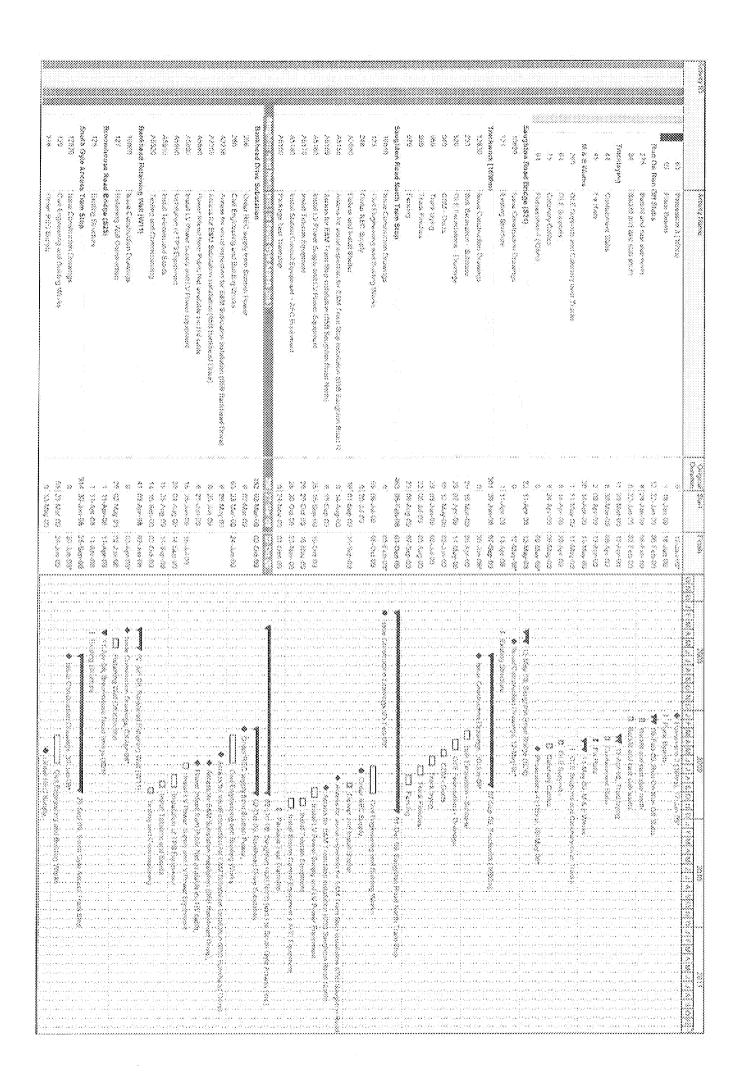


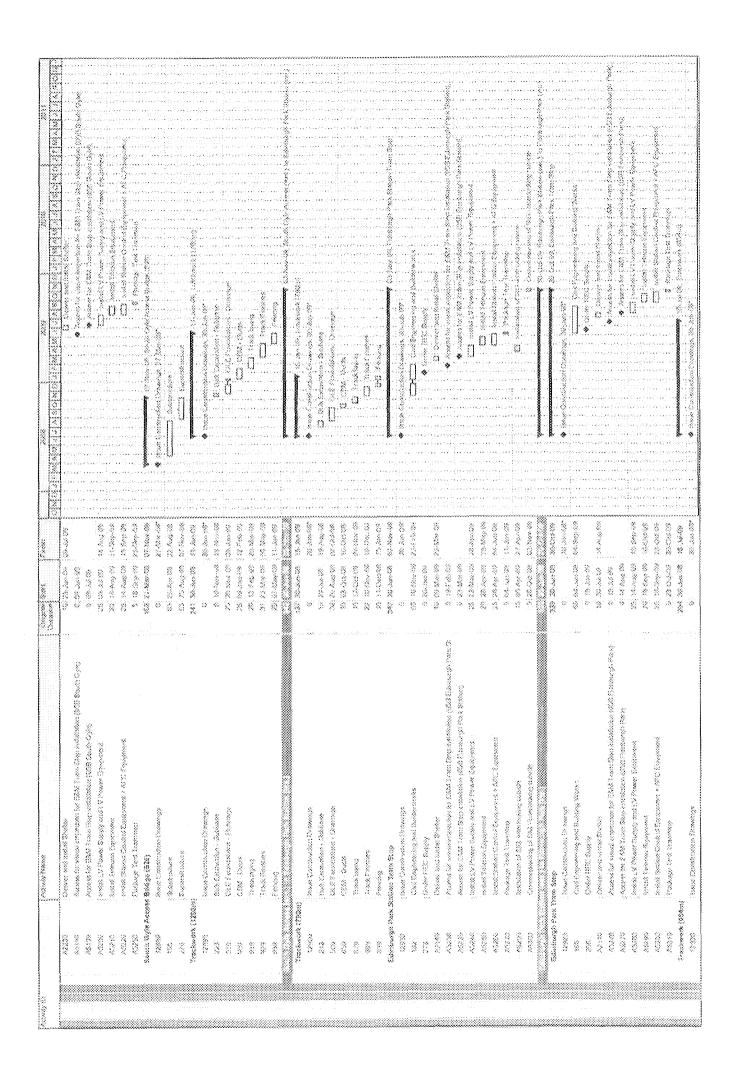
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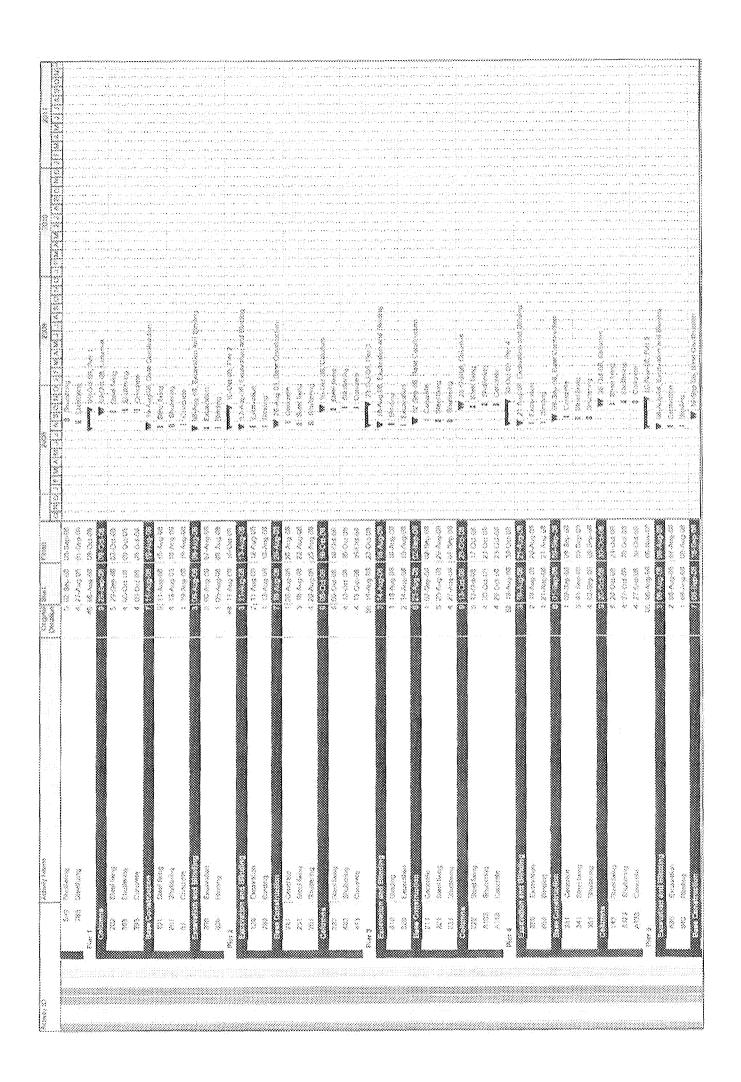
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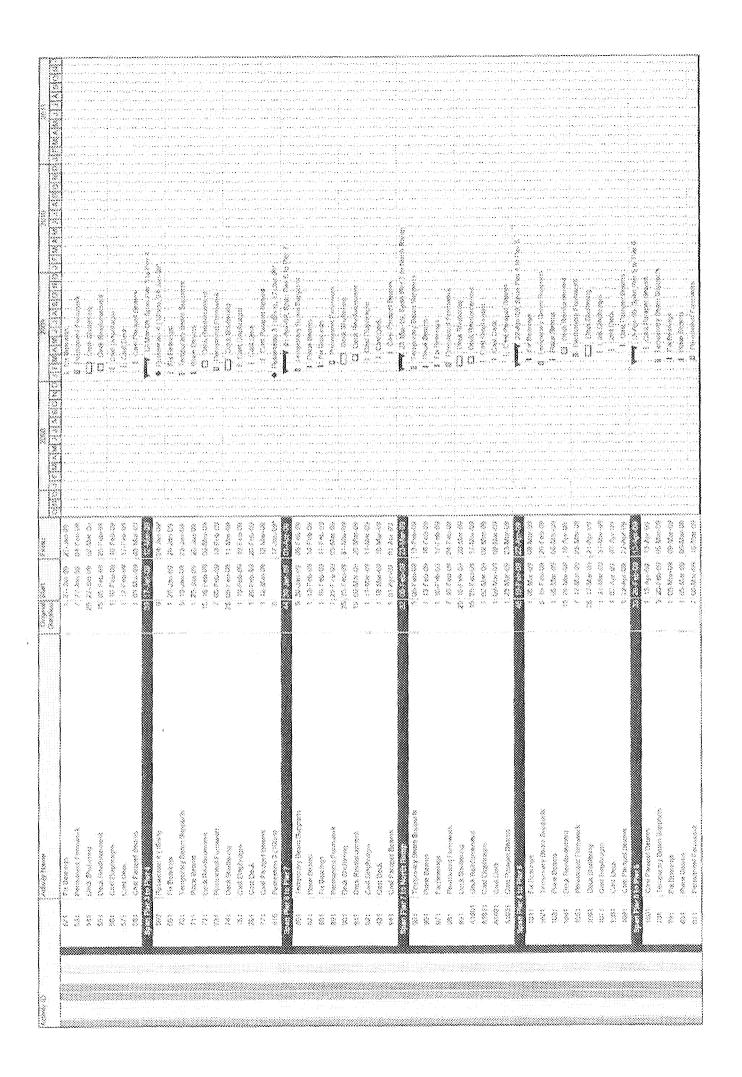


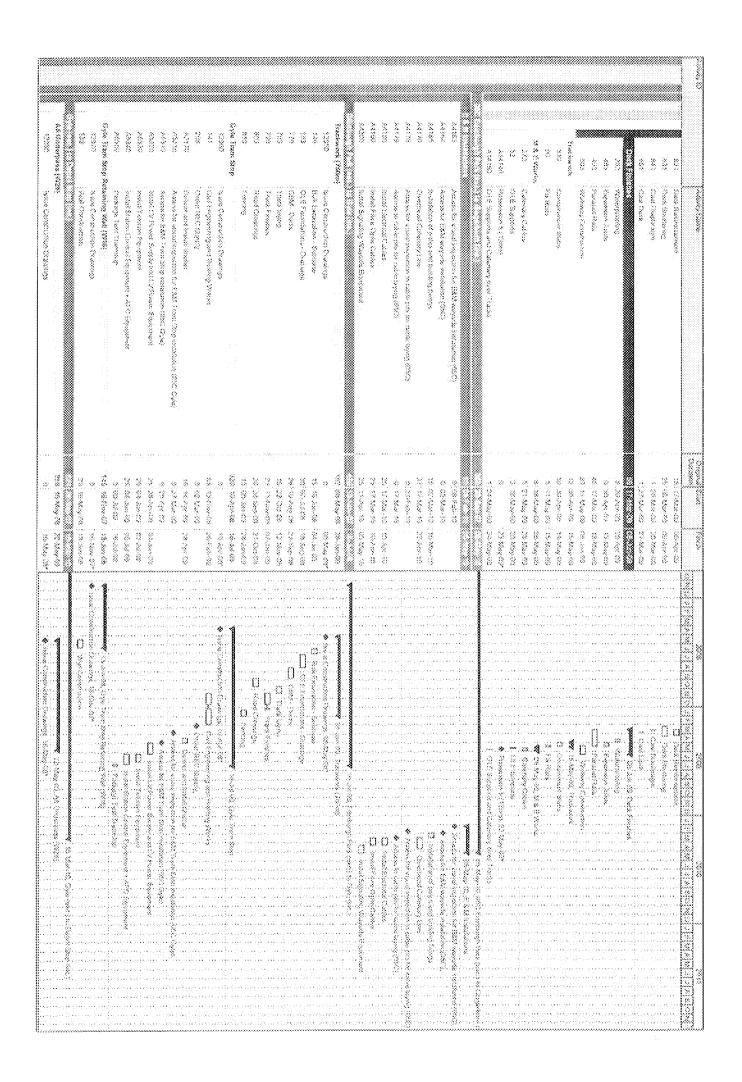


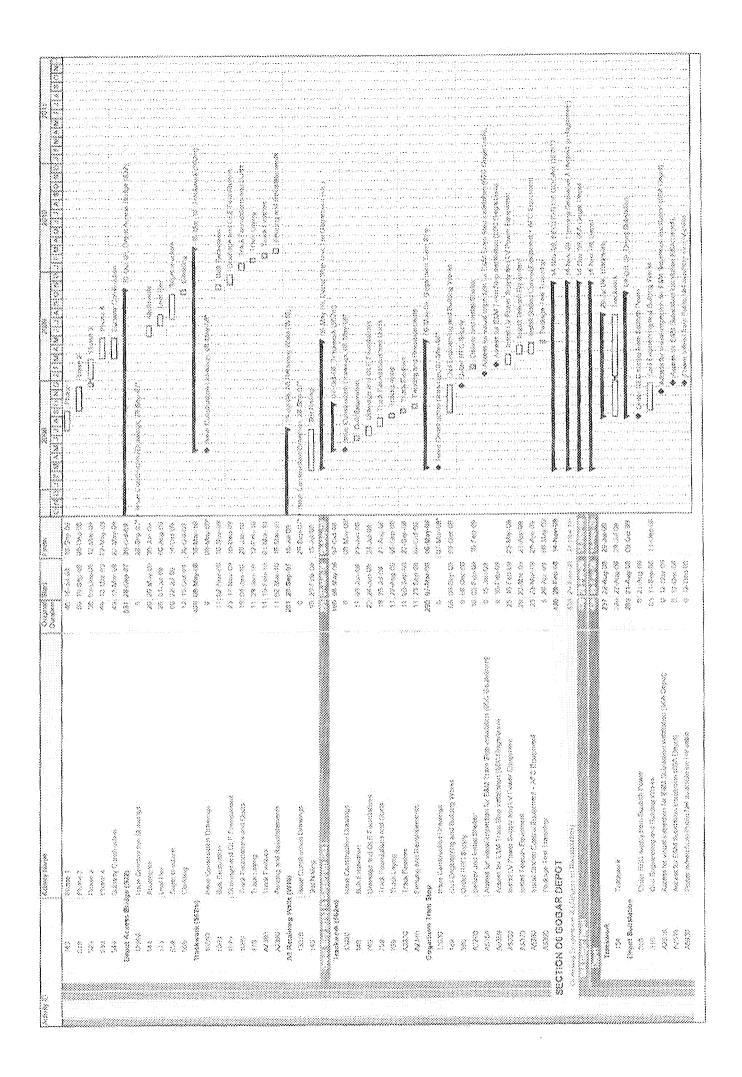
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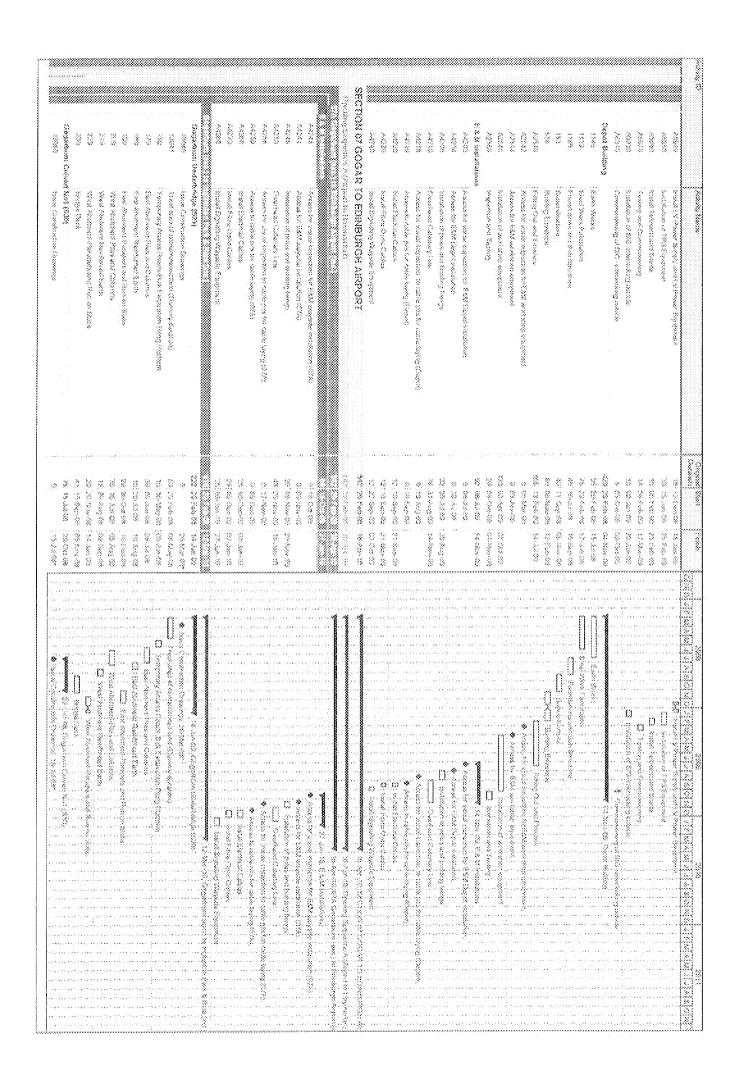


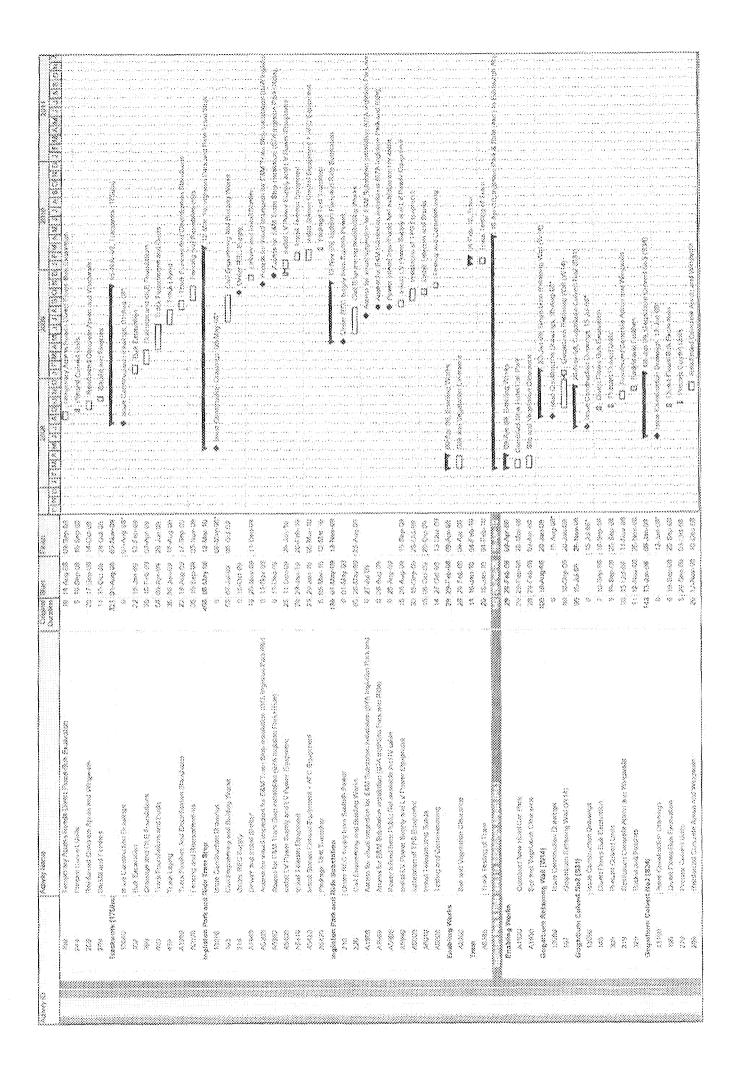
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APPENDIX B4

Tom Hickman

From:

STEPHEN SHARP (ssharp@programmingsolutions.co.uk)

Sent:

13 December 2007 16:59

To:

Tom Hickman: Scott McFadzen@billinger.co.uk; UK MB INFRACO

Cc:

Susan Clark; Geoff Gilbert; Bob Dawson; Steven Bell

Subject:

RE: INFRACO Programme with finish dates

Tom

Car response Osion your enumeration is as follows:

1

I can confirm that the programme is based on VII of the SSS design programme (however please also see the notes in the "Programme Assumptions" document that was forwarded with the submission).

2.

If the Tower Flace / Victoria Cock Access Bridge restraints are removed the completion date for 1A (and Ia) will come sooner. To be able to achieve a March 2011 completion section 1A will need reprogramming to accelerate these works (because of the late release of construction issue drawings) and some simplification of the design (which we believe will occur) over that which the convent drawings show. The alternative programme (IA assumptions) forwarded to you at the beginning of last week attempted to illustrate what could be achieved.

3.

Confirmed.

ė.

The programme assumes the ambargo to be lifted for Catenary works in Picardy Place in August 2010 to achieve an end of February 2011 completion for sub section 10. If the embargo is not lifted this date then becomes the end of March 2011.

I am morry, but I do not understand this point.

6.

This programme is our latest revision and superrades previous issues. As you are aware this programme is driven by SDS issue for construction dates, MUSTA and some remaining junction constraints. If the combination of these constraints were not as severe, as was the case to our previous submissions, earlier completion dates would be aunieved.

I hope the above is clear and adaquabely answers the points you have raised,

Besi Regards, Steve

Trom: Tom Hickman [mailto: Tom. Hickman@tie.icd.ck]

seet: Teu 13712/2007 14:51

To: STEPREN SHARP: Scott McFadzenShilfinger.co.uk; OK M8 INFRACO

Cc: Busan Clark, Geoff Gilbert, Seb Dawson; Steven Bell

Subject: INFRACO Frogramme with finise dates

Stevel

Thanks for the quick response.

Can I ask you or Scott to urgectly confirm that the programme submitted 12th December that thews an Open for Revenue Service date of 8th August 2011 for line is is based on the following:

----Oxiginal Message-----

From: STERMEN SHAKE (Hailts: Seherregreen indeolutions.co.uk)

Sect: 13 December 2007 12:13

To: Tom Rickman

Wo: Soott Mcfadzen@billinder.de

Subject: INFRACO Programme With finish datek

Ton

Please find new FDF of this weeks submission as requested. Sorry I did not notice that the finish dates run off the edge of the FDF. I have added a finish date culumn to make it easy.

Best Regards, Steve Sharp.

Construction Shogramming Sclutions Ltd.

Tel: Mobile:

The information transmitted is intended only for the person to whom it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient of this grasil please notify the sender immediately at the small address above, and then delete it.

E-mails sent to and by our staff are monitored for operational and lawful business purposes including assessing compliance with our company rules and system performance. The reserves the right to monitor emails sent to or from addresses ander its control.

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tie Limited regletered in Scotland So. SC230949. Registered effice - City Chambers. Bigh Street, Edinburgh, EEL LYT APPENDIX 85

12

Date:- 20/12/07

Geoff Gilbert

From: AMANDA FLYNN [amanda flynn2@

Sent: 12 December 2007 21:19

To: Geoff Gilbert

Cc: Flynn, Michael (Siemens TS)

Subject: the joys of computers... message from michael flynn

Geoff.

Below are the various comments/words we discussed on the phone.

Third Party agreements: I will provide some simple words for discussion - Proposed words

'BBS will deliver the scope in accordance with the agreed employer requirements and the obligations under the third party agreements set out in schedule 13. BBS will take the necessary steps in the construction of the scope so that CEC will not be put in breach of their obligations under the third party agreements to the extent such obligations are identified in schedule 13. In the event that the employer requirements and the third party agreements are in conflict, the employer requirements and schedule 13 will take precedence in regards BBS obligations...'

Oľ.

Infraco will carry out and complete the Infraco Works in accordance with the Agreement and will at all times use reasonable endeavours to avoid causing tie and/or CEC to become in breach of their obligations under any Third Party Agreements in so far as such 3rd Party obligation was disclosed to Infraco prior to the Effective Date.

In the event that the carrying out and completing the Infraco Works is rendered more expensive and/or time consuming in order that Infraco do not cause tie and/or CEC to be in breach of their obligations under any Third Party Agreements then the additional expense and/or time shall be treated as a tie Change under Clause 80, provided that infraco shall take all resonable steps to mitigate such additional expense and/or time.

Collateral warranties: - in the circumstances where our Subcontractor offers a CW which does not match fie's required wording tie would relax their requirement in this respect to allow the use of the CW provided by the Subcontractor is already covered in Clause 28. The issue remaining is the requirement for the Infraco to provide a collateral warranty in respect of the subcontract works element, where the subcontract is unable/unwilling to provide one. This requirement seems superfluous in the context that Infraco have already provided CW's for the whole of the works. It also needs to be made clear that any indemnities within the CW's form and are part of the Infraco Liability CAP.

Operator change (clause 17.6): Suzanne has sent drafting to DLA on 10th December. They need to respond with a mark-up reflecting tie's position that they do not have to notify Infraco of every change. This is acceptable subject to the protection that my change which subsequently affects Infraco will be comepensated for by tie