



**Infrastructure Services**

MUDFA Project  
Western Harbour  
Leith Docks  
Edinburgh  
EH6 6RF

Telephone 0131 561 2800  
Facsimile 0131 561 2211  
www.alfredmc Alpineplc.com

Ref: AMIS/tie/letter/KAG/Projects/1096

2<sup>nd</sup> June 2008

**Mr. Graeme Barclay**  
tie MUDFA Utilities Construction Director  
tie Limited.  
Citypoint,  
1<sup>st</sup> Floor,  
65 Haymarket Terrace,  
Edinburgh.  
EH12 5HD

Dear Graeme,

**Subject: MUDFA Carillion Utility Services – Contract A150**  
**Work Order Confirmation Notice – 7B Design**

Please refer to letter Ref; AMIS/tie/letter/KAG/Projects/1000 dated 6<sup>th</sup> May 2008 in connection with the above.

Following discussions and the exchange / review of various hitherto uncontrolled documentation between our Mr. Keith Gourlay and your Mr. John Casserly, AMIS MUDFA have, subject to the appropriate approval and endorsement of tie Limited, concluded negotiations with Grontmij Limited on the provision of Design Services at Section 7B.

The acknowledged difficulties associated with instructing a Design and Build package under the MUDFA terms and conditions, where Design responsibility is not the responsibility of the MUDFA Contractor, have still not been addressed.

AMIS MUDFA request that tie Limited address this aspect as a matter of some urgency.

However, the tie Limited Work Order Confirmation for these Design Services, Phases One to Four Inclusive, should be prepared in order to incorporate and reflect the following documentation agreed with Grontmij Limited:-

1. Letter Ref: DJS/4428/P~532000/ds001, except where amended under items 3 and 4 below;
2. Email; Mr. David Seaton of Grontmij to Mr. Keith Gourlay of AMIS MUDFA enclosing revised documentation, see below;
3. Scope for Phases One to Four inclusive, as amended by Grontmij on the 29th May 2008;
4. Contract Data, Parts One and Two, as amended by Grontmij on the 29th May 2008;
5. Schedule 1, Schedule of Amendments/ Additions;



Alfred McAlpine Infrastructure Services Limited. Registered in England No. 00728599  
Registered Office: Kinnaird House, 1 Pall Mall East, London SW1Y 5AZ

**CEC01366117\_0001**



**Infrastructure Services**

2<sup>nd</sup> June 2008

Page 2 of 2

Ref: AMIS/tie/letter/KAG/Projects/1096

6. Contract Agreement between Alfred McAlpine Infrastructure Services Limited and Grontmij Limited; and
7. Schedule of Activities, by Phase and member of the Design Team; we have, under separate cover requested this documentation issued under the Clause 3, "Time" provisions of the Professional Services Contract (PSC).

In order to proceed with these Works the MUDFA Contractor would be very grateful if tie Limited could issue an appropriate Works Order Confirmation Notice, under Clause 8.8.3.1, and confirm that before physical Design Services as contemplated under the Professional Indemnity provisions are undertaken the Design responsibility under the existing MUDFA terms and conditions are addressed and agreed between the parties.

Should this aspect not be addressed it may, in all likelihood, impact on schedule adherence under the Work Order and overall tie Limited, Stakeholder and INFRACO Imposed Programme, as anticipated under Revision 07.

Yours sincerely,

For and on behalf of **Carillion Utility Services Ltd**



**David Smith**  
MUDFA Carillion Project Director

Copies:-

tie Project Team  
John Casserly  
Ian Clark

MUDFA Project Team  
Keith Gourlay  
Taryne Lowe



Alfred McAlpine Infrastructure Services Limited. Registered in England No. 00728599  
Registered Office: Kinnaird House, 1 Pall Mall East, London SW1Y 5AZ



Alfred McAlpine Infrastructure Services Ltd  
Western Harbour  
Leith Docks  
Edinburgh  
EH6 6QF

Spectrum House  
2 Powderhall Road  
Edinburgh  
EH7 4GB

21/05/2008

Ref: DJS/4428/P~532000/ds001

F.A.O Mr Keith Gourlay

Dear Sir

**MUDFA – Edinburgh Tram Project: Section 7B  
Option E Contract Proposal for Phase 1, 2, 3 and 4 Services**

Further to our meeting on 1 May 2008 we are pleased to submit our proposal for investigation and confirmation of existing utilities, detail design of existing utility protection and diversion works, site liaison and construction stage design support and the production of As-Built drawings for the Edinburgh Tram Project for Section 7B only. Our offer is based on the conditions and assumptions in the enclosed Scope.

The Scope details the services and includes the fee estimate build-up, resource schedule and provisional programme. We also enclose the Contract Data Part 1 to be confirmed by you and Contract Data Part 2.

Our fee estimate for provision of the above services amounts to £220k (excl. VAT). The fee estimate is based on all conditions as per the Scope and Contract Data.

If acceptable please sign and return the Form of Agreement for completion.

We believe that we have interpreted your requirements correctly, however, if you require any further information or clarification please do not hesitate to contact us.

Yours faithfully  
For Grontmij Ltd

David Seaton  
Operations Manager (Project Manager)

**Gourlay Keith**

---

**From:** Seaton, David [david.seaton@grontmij.co.uk]  
**Sent:** 29 May 2008 15:17  
**To:** Gourlay Keith  
**Cc:** Smedley, Paul  
**Subject:** MUDFA - Edinburgh Tram Project: Section 7B  
**Attachments:** Scope MUDFA Section 7B Option E May 2008 Rev A.doc; MUDFA NEC 2 PSC-Contract Data May 2008 Rev A.doc

Keith

Further to my email of 21 May and our subsequent discussions please find attached the updated Contract Data. As agreed, the amendments are:

- The period of retention of documents has been increased from 6 years to 12 years
- The defects date has been increased from 26 weeks to 2 years
- The Consultant's total liability has been increased from £1M to £10M.

Do you want to amend the actual start date? We have done a little work over the past 2 weeks in good faith to ensure we would be ready for the first workshop. Do you have a revised date for that yet? As advised before the £8500 mobilisation cost covers only work up until 30 April.

Also as discussed the additional insurance premium will be double to £2800 to cover the amended conditions above. This affects Clause 7 of the Scope and I attach an updated version.

Please call me to discuss. We look forward to receiving your order.

<<Scope MUDFA Section 7B Option E May 2008 Rev A.doc>> <<MUDFA NEC 2 PSC-Contract Data May 2008 Rev A.doc>>

David Seaton

Operations Manager

---

Grontmij

Spectrum House, 2 Powderhall Road, Edinburgh, EH7 4GB

T: 0131 550 6300

D: [REDACTED]  
M: [REDACTED]

F: [REDACTED]  
[www.grontmij.co.uk](http://www.grontmij.co.uk)

[Click here](#) to report this email as spam.

02/06/2008

CEC01366117\_0004



REVISED BY  
GRONTMIJ  
29 MAY, 2008.

**MUDFA – Edinburgh Tram  
Project: Section 7B.**

**Phase 1:  
Investigation and Confirmation  
of Existing Utilities**

**Phase 2:  
Detail Design of Protection  
Works to Existing Utilities**

**Phase 3:  
Detail Design of Diversion  
Works to Existing Utilities and  
Production of As-built Drawings**

**Phase 4:  
Site Liaison/attendance and  
design support during  
construction phase**

**SCOPE**

**Prepared for:**  
Alfred McAlpine Infrastructure  
Services Ltd  
The Malthouse  
Elevator Road  
Trafford Park  
Manchester  
M17 1BR

**Prepared by:**  
Grontmij Ltd  
Spectrum House  
2 Powderhall Road  
Edinburgh  
EH7 4GB

T +44 (0)131 550 6300  
F +44 (0)131 550 6499  
E [enquiries@grontmij.co.uk](mailto:enquiries@grontmij.co.uk)



[www.grontmij.co.uk](http://www.grontmij.co.uk)

CEC01366117\_0005

Report Status: Final Rev A

Job No: P0000532000

Name	Signature	Date
Prepared By: D. Seaton		29/05/08
Checked By: R. Morgan		29/05/08
Approved By: P. Smedley		29/05/08

© Grontmij 2008 This document is a Grontmij confidential document, it may not be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, photocopying, recording or otherwise disclosed in whole or in part to any third party without our express prior written consent. It should be used by you and the permitted discloses for the purpose for which it has been submitted and for no other.

## List of Contents

1	INTRODUCTION .....	1
2	CONDITIONS OF ENGAGEMENT .....	1
3	SCOPE OF SERVICES .....	1
3.1	Phase 1 .....	1
3.2	Phases 2 and 3 .....	2
3.2.1	Phase 2: Detail Design of Protection Works .....	2
3.2.2	Phase 3: Detail Design of Diversion Works .....	2
3.3	Phase 4 .....	3
4	KEY ASSUMPTIONS .....	3
5	PROGRAMME .....	4
6	EXCLUSIONS .....	4
7	COSTS AND INVOICING .....	5
APPENDIX A	RESOURCE SCHEDULE .....	1
APPENDIX B	PROGRAMME .....	2

## 1 INTRODUCTION

Alfred McAlpine Infrastructure Services Ltd (AMIS) has requested that Grontmij Ltd submit a fee bid for Consultancy Services associated with the Multi-Utility Diversion Framework Agreement (MUDFA) for the Edinburgh Tram Project – Section 7B. This bid is for:

Phase 1: Investigation and confirmation of existing utilities

Phase 2: Detail design of protection works of existing utilities

Phase 3: Detail design of diversions of existing utilities

Phase 4: Site Liaison/attendance, design support during the construction phase and production of as-built drawings

The above is based on the schedules and drawings as provided in a copy of the report provided by AMIS: Statement of Requirements Section 7B – MUDFA Works, dated 01/10/07

**SDS Provider** will remain and fulfil the role “Edinburgh Tram Design Authority” for the overall project including Section 7B, and will review and approve all Designs, Engineering and RAT’s proposals presented by AMIS MUDFA

**the Limited** will ensure that all parties associated with Section 7B MUDFA utilities are coordinated in a planned, systematic and controlled manner and will remain responsible for the technical and commercial approval of all diversion and protection proposals and utility deliverables to support AMIS MUDFA in accordance with the Construction Services Programme, Revision 06 (September 2007)

## 2 CONDITIONS OF ENGAGEMENT

Grontmij Ltd will be appointed under the terms of the NEC 2 Professional Services Contract, main Option E (Time based). The Contract Data Form will form part of this Agreement.

## 3 SCOPE OF SERVICES

### 3.1 Phase 1

Phase 1 consists of the investigation of existing utilities along the Edinburgh Tram route for Section 7B, i.e. as detailed on drawings provided by AMIS (drawing Nos: ULE90130-07-TVA-00008-rev3 and ULE90130-07-TVA-00007-rev3 forming part of the report: STATEMENT OF REQUIREMENTS SECTION 7B – MUDFA WORKS, dated 01/10/07),

and also the confirmation of these utilities by means of the following:

- PU Drawings (provided by AMIS)
- BAA Engineering Drawings (to be provided by AMIS)
- Aiden Survey (provided by AMIS)
- Local knowledge from service providers

- Jacobs drawings
- Trial investigations scoped up by Grontmij Ltd to be undertaken by AMIS or other appointed by AMIS.

The above will be issued to AMIS for approval and for comments to be incorporated in the deliverables.

It is understood that Grontmij Ltd will be involved in a workshop (or workshops) with all stakeholders to comment on the above.

The Phase 1 deliverables to AMIS will consist of a report and drawings identifying the following:

- Confirmation of known utilities
- Utilities of which information is doubted after the aforementioned methods of confirmation
- Notes and assumptions by Grontmij Ltd

### 3.2 Phases 2 and 3

Phases 2 and 3 consist of the detail design of protection and diversion works of existing utilities as might be required due to the Edinburgh tram for the section 7B of the track (see drawing Nos: ULE90130-07-TVA-00008-rev3 and ULE90130-07-TVA-00007-rev3 forming part of the report: STATEMENT OF REQUIREMENTS SECTION 7B -- MUDFA WORKS, dated 01/10/07).

The existing utilities listed in the Baseline Schedule in Appendix 2 of the above report forms the basis for this proposal.

#### 3.2.1 Phase 2: Detail Design of Protection Works

The objectives are to produce drawings and/or schedules, a Bill of Materials (template to be provided by AMIS) and specifications detailing protection works required for:

- existing utilities where diversion is not required as per the Baseline Schedule, and
- allowance for ducting/sleeving, i.e. where any uncertainty may exist regarding the requirement for such and to be clearly marked for this purpose on all design deliverables.

The latter is not quantified and will be rolled out through the workshops with all stakeholders.

#### 3.2.2 Phase 3: Detail Design of Diversion Works

The objectives are to produce drawings and/or schedules, a Bill of Materials (template to be provided by AMIS) and specifications detailing diversion works required for:

- existing utilities where diversion is required due to the location of the Edinburgh Tram track and kinetic impact thereof on the ground, as per the Baseline Schedule.

It is understood that there may be additional requirements for diversion of services and that this will be clarified during detailed design.

Once all the above design is approved by SDS Provider then all deliverables shall be issued "For Construction" to AMIS. The issue of information shall be staged due to the criticality of meeting the programme for construction.

### 3.3 Phase 4

Phase 4 consists of site liaison/attendance and design support during the construction phase. The construction phase is to be confirmed by AMIS.

The scope also includes for the production and issue of As-Built drawings following completion of construction.

## 4 KEY ASSUMPTIONS

- Grontmij Ltd will be responsible for investigation of existing utilities and confirmation of their location, capacities, sizes and quantity. Grontmij Ltd will provide drawings and report to convey such information to AMIS. Grontmij Ltd will be responsible for management of this Scope; however Grontmij Ltd will be required to liaise with others through AMIS.
- The provisional programme is based on issue of information to Grontmij Ltd within a maximum of five working days from request of such information. All information will be requested through AMIS.
- Tram track alignment is as per the report: STATEMENT OF REQUIREMENTS SECTION 7B -- MUDFA WORKS, dated 01/10/07.
- Tram track location will be marked out by AMIS on site (or other appointed by AMIS) or drawings to be provided by AMIS with location for Section 7B within five working days of agreement to this contract or issue of acceptable work order.
- Where information has been provided by utility owners and confirmation of such utilities, due to site restrictions (e.g. access or inability to locate during site investigation) cannot be achieved, the utility owner information will be assumed as correct.
- Access to site for any non-intrusive investigations will be granted within a maximum of two working days from request.
- AMIS will be responsible for the management of intrusive site investigation works for confirmation of such utilities identified by Grontmij Ltd. Required Notices for any road works to be managed by AMIS. Grontmij Ltd will not be responsible for any delays in the management of such investigation works.



- Any stakeholder approval/comments to be provided within a maximum of five working days from request by Grontmij Ltd. Grontmij Ltd will not be responsible for any delays caused by a request for additional information to this Scope or extended approvals required by other designers, statutory consultees and other stakeholders.
- No allowance is made in estimated fee or programme for any interim information AMIS might request as interim proposals e.g. as proposals to other parties before final drawings are ready as per programme dates.
- AMIS will make available accommodation facilities during the period of the contract. Branded PPE e.g. hard hats, high visibility jacket etc. shall be provided by AMIS.  
The cost relating to these accommodation facilities and PPE has not been allowed for under this proposal and shall be deemed to be included for by AMIS under their construction works contract.
- Grontmij Ltd will be responsible for issuing their detail design (as per section 3.2 of this report) by means of drawings and/or schedules, Bill of Materials and specifications to AMIS for approval by SDS Provider. It is assumed that the approval periods are to be a maximum of five working days for detail design deliverable on phase 2 and a maximum of ten working days for phase 3.
- The information provided by AMIS in the report: Statement of Requirements Section 7B – MUDFA Works, dated 01/10/07 forms the basis of the activities allowed for making up the cost and programme for this proposal.
- All intrusive site investigation work required for during detail design shall be the responsibility of AMIS. There are no intrusive site works identified or allowed for under this proposal. All sampling and testing of in-situ ground for contamination is assumed to be outwith Grontmij Ltd's Scope.
- Responsibilities resting with other stakeholders as identified in the above mentioned report provided by AMIS will be fully discharged.
- The Limited will perform the role of CDM Co-ordinator in determining and imposing the CDM Regulations and project specific requirements pertaining to utility services planning, design and construction activities.

## 5 PROGRAMME

An outline programme of services is provided in Appendix B.

## 6 EXCLUSIONS

- Grontmij Ltd will not be held responsible for the existing performance of the utilities or any damage, claim or consequential loss that may arise from any works carried out by others.
- Grontmij Ltd will not be held responsible for any consequential loss to the Edinburgh Airport due to any works under the Edinburgh Tram project.
- Grontmij Ltd will not be held responsible for any delay or consequential loss to MUDFA or any associated subcontractors due to any works under this contract.

- Grontmij Ltd will not be held responsible for any delays caused by utility suppliers in making available any information or comments within the stated five days and ten days for respectively phase 2 and phase 3 designs.
- Grontmij Ltd will not be held responsible for any loss\damage caused by others

## 7 COSTS AND INVOICING

The estimated fee for this contract is £220k, which is detailed in Appendix A. This excludes the agreed mobilisation fee of £8500 which covers Grontmij costs up to 30 April 2008.

The cost of the additional PI liability (£10million) required for this contract will be charged to AMIS as a reimbursable expense at the completion of the services.

Based on the current programme and estimated fee this equates to approximately £2800.

**APPENDIX A      RESOURCE SCHEDULE**

(separate attachment)

**APPENDIX B PROGRAMME**

(separate attachment)

REVISED BY  
GRONTMIJ  
29 MAY, 2008

CONTRACT DATA

Part one – Data provided by the Employer

Statements given in all contracts

1. General

- The *conditions of contract* are the core clauses and the clauses for Options E of the second edition June 1998 of the NEC Professional Services Contract and secondary Options X1, X2, X7, X10, Y(UK)2 and Z
- The *Employer* is  
Name Alfred McAlpine Infrastructure Services Limited  
Address The Malthouse, Elevator Road, Trafford Park, Manchester, M17 1BR
- The *Adjudicator* is as appointed by the ICE
- The *services* are  
Investigation and confirmation of existing utilities at Edinburgh Airport; detail design of protection and diversion works of existing utilities; site liaison and construction stage design support, and; production of As-Built drawings for the MUDFA Edinburgh Tram project Section 7B
- The *Scope* is in  
MUDFA – Edinburgh Tram Project Section 7B Scope
- The *law of the contract* is the law of Scotland
- The *language of this contract* is English
- The *period for reply to a communication* is 2 weeks.
- The *period for retention* of documents is 12 years following Completion of earlier termination
- The *health and safety requirements* are as defined by the main contract terms and conditions.

2. The Parties' main responsibilities

- The *Employer* provides access to the following people, places and things

Access to	<i>access date</i>
All areas of the site to undertake services	26 May 2008

3. Time

- The *starting date* is 26 May 2008

4 Quality

- The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.
- The *defects date* is 2 years after Completion of the whole of the *services*,

NEC PROFESSIONAL SERVICES CONTRACT

*including Construction*

5 Payment

- The *assessment interval* is calendar month
- The *currency of this contract* is £ Sterling
- The *interest rate* is 2 % per annum (not less than 2) above Bank of Scotland rate

8 Indemnity and insurance

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the services or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£10,000,000 in respect of each claim, without limit to the number of claims provided that such limit of indemnity shall be in the aggregate in respect of claims for pollution and contamination, date recognition and in respect of asbestos should be £5,000,000 in the aggregate	6 years
Death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£10,000,000 in respect of each claim, without limit to the number of claims provided that such limit of indemnity shall be in the aggregate in respect of claims for pollution and product liability	Until completion of the <i>services</i>
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As required by law	Until completion of the <i>services</i>
Comprehensive Automobile Liability Insurance to cover the use of motor vehicles by employees of the <i>Consultant</i> in providing services similar to the <i>services</i>	Comprehensive in respect of loss or damage to Own Vehicles or self funding mechanism. Unlimited indemnity for death or injury to persons and £20,000,000 limit for loss or damage to property resulting from one incident or series of incidents arising from any one event.	Until practical completion of the <i>services</i>

The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this Contract is limited to £10,000,000



9 Disputes and termination

- The person or organization who will choose a replacement adjudicator in the Parties cannot agree a choice is the Institution of Civil Engineers
- The tribunal is Arbitration

Optional statements

**If the *tribunal* is arbitration**

- The *arbitration procedure* is the latest edition of the ICE Arbitration Procedure

**If Option C, E or G is used**

- The *Consultant* prepares forecasts of the total Time Charge and expenses at intervals no longer than 4 weeks.

**If Option X2 is used**

- The law of the project is the law of Scotland

**If Option X7 is used (whether or not Option X5 is also used)**

- Delay damages for the whole of the services are 0 (zero) per day

**If Option X10 is used**

- The *Employer's Agent* is

Name David Smith

Address Carillion Building, Hamilton House, Phoenix Crescent, Strathclyde Business Park, Bellshill ML4 3NJ

The authority of the *Employer's Agent* is

TBC

**If Option Z is used**

- The additional conditions of contract are set out in schedule 1

## Part two – Data provided by the *Consultant*

### Statements given in all contracts

- The *Consultant* is
  - Name Grontmij Ltd
  - Address Spectrum House, 2 Powderhall Road, Edinburgh, EH7 4GB
- The *key persons* are
  - (1) Name Paul Smedley
  - Job Project Director
  - Responsibilities Financial
  - Qualifications BEng CEng MCIWEM MICE MAPM
  - Experience Operations Director for Grontmij
  - (2) Name David Seaton
  - Job Project Manager
  - Responsibilities Resource, programme and financial
  - Qualifications BSc MBA MICE CEng CEnv
  - Experience Operations Manager for Grontmij
- The *staff hourly rates* are

Paul Smedley	Project Director	103.21
David Seaton	Project Manager	77.81
Russell Morgan	Principal M&E Eng	66.63
Arron Laing	Principal Civil Eng	55.63
Duncan Smith	Senior Civil Eng	45.58
Chris Andrew	Civil Eng	42.71
Jacek Andrzejczak	Asst Civil Eng	37.37
Magdalena Pankiewicz	Grad Civil Eng	31.65
Tove Beyer	Grad Civil Eng	34.16
Andrew Brown	Senior Elec Eng	50.58
Simon Adamson	Senior Elec Eng	53.07
Ross Ingles	Senior ICA Eng	50.94
Adam Leedman (contract)	Mech Eng	48.45
Gary Byron	Asst Elec Eng	40.58
Chris Herdman	Asst Elec Eng	36.86
Phil Winn	Senior Mech Tech	27.42
Bob Shanks	Senior Geo Eng	46.72
Katarzyna Przybylak	CAD Technician	29.16
Colin Bell (contract)	CAD Manager	57.00
John Scott (contract)	CAD	45.62

**Optional statements** **If a programme is to be identified in the Contract Data**

- The programme identified in the Contract Data is appended to the Scope as Appendix B

**If the Consultant states any expenses**

- The *expenses* stated by the *Consultant* are  
As detailed in the Scope Appendix A; and as per Invoices.

**If the Consultant requires additional access**

- The *Employer* provides access to the following persons, places and things  
access to *access date*  
all areas of the site to undertake services 26 May 2008

**Schedule 1**

**Schedule of Amendments/Additions**

The nec2 professional services contract is amended as follows:

**Z1 Identified and defined terms 11**

Z1.1 Delete clause 11.2(10) and replace with:

“11.2(10) A Defect is a failure of the *Consultant* to perform the Services in accordance with clause 21.2 or the applicable law at the time of performing the Services”

**Z2 The Consultant’s obligations 21**

Clause 21.2, insert the following at the end of the sentence:

“and notwithstanding any other provisions of this contract (whether express or implied) the *Consultant* shall not be liable in respect of any greater obligation, including (inter alia) achieving fitness for purpose or suitability of use.”

**Z3 Working with the Employer and Others 23**

Insert new clause 23.3:

“23.3 If, as a direct result of the *Consultant’s* failure to comply with 21.2, the Services do not meet the Condition stated for a Key Date by the date stated, and, as a result, the *Employer* incurs additional cost either

- In carrying out work; or
- By paying an additional amount to Others in carrying out work

on the same project, then subject always to the *Employer* mitigating any such additional cost, the reasonable additional cost that the *Employer* has paid or will incur shall be met by the *Consultant*. The *Employer’s* right to recover the additional cost is his only right in these circumstances.”

**Z4** Insert new clause 27:

**“27 Assignment**

27.1 The *Employer’s* entire rights and benefits under this contract may only be assigned to any person with the consent of the *Consultant* (such consent not to be unreasonably withheld) and on two occasions only; and references to the *Employer* include its permitted assignees.”

“82.6 All claims against the *Consultant* under or in connection with this contract must be made before the expiry of the six year period immediately following completion of the services.”

**CONTRACT**

**Between**

**Alfred McAlpine Infrastructure Services**

**As Employer**

**And**

**Grontmij Ltd**

**As Consultant**

---

**MUDFA - Edinburgh Tram Project: Section 7B**

---



**THIS AGREEMENT** is made between:

- (1) **Alfred McAlpine Infrastructure Services** (Company number 00728599) whose registered office is at The Malthouse, Elevator Road, Trafford Park, Manchester, M17 1BR ("The Employer") and
- (2) **Grontmij Limited** (Company Number [02888385]) whose registered office is at Grove House, Mansion Gate Drive, Leeds, West Yorkshire, LS7 4DN ("The Consultant")

**WHEREAS**

The Consultant has agreed to carry out the investigation and confirmation of existing utilities at Edinburgh Airport, detail design of existing utility protection and diversion works, site liaison and construction stage design support and the production of As-Built drawings for the Edinburgh Tram Project for Section 7B only.

**IT IS AGREED** that

The Consultant will carry out the investigation and confirmation of existing utilities at Edinburgh Airport, detail design of existing utility protection and diversion works, site liaison and construction stage design support and the production of As-Built drawings for the Edinburgh Tram Project for Section 7B only, details of which are set out in the Contract Data on the terms set out in the following documents;

- a) The NEC2 Professional Services Contract (June 1998) incorporating the core clauses for Option E (Time based contract), secondary Options X1, X2, X7, X10, Y(UK)2 and Z
- b) The Contract Data (Parts 1 and 2) for MUDFA – Edinburgh Tram Project: Section 7B.
- c) The Scope for MUDFA – Edinburgh Tram Project: Section 7B.

IN WITNESS WHEREOF: these presents on this page together with the documents referred to above are executed as follows --

SUBSCRIBED for and on behalf of Employer

at  
on the                                    day  
of    2008  
by

.....Director/Company Secretary/Authorised Signatory  
.....Full Name

before this witness

.....Witness  
.....Full Name  
.....Address

SUBSCRIBED for and on behalf of Consultant

at  
on the                                    day  
of    2008  
by

.....Director/Company Secretary/Authorised Signatory  
.....Full Name

before this witness

.....Witness  
.....Full Name  
.....Address

.....

Line	Description	Account	Amount	Balance	Balance	Balance	Balance	Balance
1	General Fund	60000	1000000.00	1000000.00				
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
41								
42								
43								
44								
45								
46								
47								
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								
61								
62								
63								
64								
65								
66								
67								
68								
69								
70								
71								
72								
73								
74								
75								
76								
77								
78								
79								
80								
81								
82								
83								
84								
85								
86								
87								
88								
89								
90								
91								
92								
93								
94								
95								
96								
97								
98								
99								
100								

Project No. P000032000

Project Name: Edinburgh Airport Utilities Diversions

Activity	Description	Civil										M&E			Geotech		CAD Technician	Agency CAD					
		PD	PM	P Eng	S Eng	Eng	Assisting	Grad	P Eng	S Eng	Eng (Agency)	Asst Eng	S Tech	S Eng									
		Paul Emailey	David Eason	Arren Leung	Duncan Smith	Chris Andrew	Jacek Andrzejczak	Magdalena Parkiewicz	Tova Boyer	Russell Morgan	Simon Drew	Simon Atkinson	Reas Ingles	Adam Loedman	Gary Byron	Chris Hardman	Phil Wynn	Bob Shanks	Katarzyna Przybylak	John Scott	Colin Bell		
Phase 1 - Investigation	Collection and assessment of PU Drawings			4	16	20	20	32	4	4	81	16	32	16								241	
	Collection and assessment of IMA Engineering Drawings (Existing Hoards)			4	50	45	26	32	4	4	81	16	32	16								316	
	Assessment of Existing Radar Survey			4	23	15	8		4	4	23											77	
	Liaison with Stakeholders and Local Operators		64	4	4	4		4	4	4	4											95	
	Assessment of Existing Jacobs Drawings and Details			4	23	13	10		4	4	23											77	
	Preparation of SI Schedules for Trial Investigations, Assessment of Findings			8	10	13	10	10	8	10	10	4	6	4	4							66	
	Preparation of Schedules and Notes Relative to Crossings - Sheets 1 to 23			4	10	13	10	10	4	10	10	4	6	4	4							78	
	Preparation of GA Drawing - Sheet 1 to 10			5	10	13	10	10	5	10	10	4	6	4	4			24			56	160	
	Preparation of GA Drawing - Sheet 11 to 23			7	10	13	10	10	7	10	10	4	6	4	4			40			64	187	
Phase 2 - Design Protection Works	Crossings 1 to 10 - Collation and Assessment of SDS Track Design Information			5	10	13	10		5	10												59	
	Crossings 1 to 10 - Preparation of Design Drawing - Sheet 1 to 2			5	10	20	20	20	5	20	0	12	10	4				38			112	294	
	Crossings 1 to 10 - Preparation of Schedules and Notes			4	10	20	20	20	4	20	8	12	10	4								132	
	Crossings 1 to 10 - Preparation of Work Packages and Scope			5	10	20	20	20	5	20	8	12	10	4								134	
Phase 3 - Design Diversion Works	Crossings 11 to 23 - Collation and Assessment of SDS Track Design Information			7	10	13	10		7	10												46	
	Crossings 11 to 23 - Preparation of Design Drawing - Sheet 1 to 5			15	10	50	50	33	16	65	11	22	10	4				120			450	837	
	Crossings 11 to 23 - Preparation of Schedules and Notes			4	10	50	50	33	4	65	11	22	10	4								293	
	Crossings 11 to 23 - Preparation of Work Packages and Scope			7	10	50	50	33	7	65	11	22	10	4								298	
Phase 4 - Site Liaison	Site Attendance and Liaison			45	23	70	50		45	23												300	
	RFI Responses			45	23	70	50		45	23												159	
	As Built				33					33												262	
General	General Design Management	25	203						16								81					324	
	Attendance at Meetings	25	36		4				16														
	Hours	50	303	141	293	455	514	267	173	575	107	184	383	39				352			778	4201	
	Cost	£5,160.50	£23,537.53	£7,829.82	£13,455.66	£16,411.70	£19,208.18	£9,117.30	£11,540.33	£30,546.28	£6,184.15	£7,852.23	£8,950.94	£1,768.72				68,606.32			244,346.00	£217,667.73	
																						Expenses	£27,000.00
																							£219,667.73