

---

**From:** Damian Sharp  
**Sent:** 07 February 2008 13:32  
**To:** Graeme Bissett (external contact)  
**Cc:** Dennis Murray  
**Subject:** RE: Updated Close Report

Graeme

I will fill in the numbers when I get them this afternoon.

I have no problem with the SDS scope bit not being made public.

I have a big problem with avoiding references to claims, avoiding any implication that tie/CEC were at fault etc – (a) CEC has specifically asked for this (b) this is purely historical and the claim has been settled so saying anything about this does not in any way increase our future liability (c) by settling the claim we have effectively already admitted some “fault” and (d) if we don’t say some of this to CEC then they will not stop moving the goal posts and that will be fearsomely expensive post financial close

I think we need a discussion with Willie about how these messages are imparted to CEC – I don’t really mind how but they have to sink home and we have to put them clearly on the hook by warning them of the consequences of continuing changes in what they want.

This is not a dead issue because CEC are currently contemplating yet another change to Picardy Place without any understanding of the price or programme consequences

Damian

---

**From:** Graeme Bissett [mailto:graeme.bissett@] [REDACTED]  
**Sent:** 07 February 2008 13:20  
**To:** Damian Sharp  
**Cc:** Dennis Murray  
**Subject:** RE: Updated Close Report

First class.

Can you set a baseline date of say today and provide the numbers needed to complete the section on the state of play. If there is a more convenient day of reckoning, just use it. This document won’t affect the final detailed agreed position in the contract.

I’ve removed the section on the SDS “agreed extension of scope” (not a claim) because I don’t want it in a document that will become public. The content was good however, so could you create a separate statement with this content but also 1) avoid references to claims ; 2) avoid any implication that tie / CEC were at fault (just say nothing on this) in case the paper ever became exposed in the context of a future bunfight ; and 3) provide a brief description of the content of the agreed extension of scope and explain why it is now firmly boxed off, with no continuing exposure, related to legal sign-off by all parties. We’ll hold the separate paper apart from the close report for CEC’s purposes.

Thanks

Regards  
Graeme

Graeme Bissett

m : +44 ( [REDACTED]

---

**From:** Damian Sharp [mailto:Damian.Sharp@tie.ltd.uk]  
**Sent:** 07 February 2008 12:08  
**To:** Graeme Bissett (external contact)  
**Cc:** Dennis Murray  
**Subject:** FW: Updated Close Report

Graeme

I have had a first go at my bit – shown in tracked changes. Happy to discuss with you or Dennis.

I need to check some facts on when certain design information was provided to BBS and this cannot be finalised until after the final deal is concluded on approvals liability.

Since I was editing anyway I have also marked up some suggested proof reading up to page 7.

Damian

---

**From:** Graeme Bissett [mailto:graeme.bissett@ [REDACTED]]  
**Sent:** 05 February 2008 18:12  
**To:** Tom Hickman; Mark Hamill; Alasdair Sim; Alastair Richards - TEL; Andrew Fitchie; Colin McLauchlan; Damian Sharp; Dennis Murray; Duncan Fraser - CEC; Geoff Gilbert; Graeme Barclay; Graeme Bissett; Jim McEwan; Matthew Crosse; Steven Bell; Stewart McGarrity; Susan Clark; Willie Gallagher  
**Subject:** Updated Close Report

Colleagues, Susan's paper issued last night identifies the documents required to meet all of CEC's requirements as support to the Close process. These will be captured in the body of the Close Report or as an Appendix. I have now updated the previous draft of the Close Report to highlight where these requirements will fit. In addition, some of the previous sections require to be updated to reflect the final position.

There is a challenge in that we are having to finalise these documents simultaneously with the finalisation of both the Infraco contract suite and the third party agreements, but we have little flexibility.

The responsibilities should be consistent with those on Susan's paper and they are also highlighted within the body of the updated draft report attached. For those who have some drafting to do, remember : keep the text brief.

We can discuss progress and requirements on Thursday, but give Susan or me a shout if you want to cover anything before then.

### Report Contents [Status in brackets where not complete]

1. Introduction
2. Infraco contract suite [Work in progress] : Dennis to update, with final review by Steven, Stewart, Geoff and Andrew F including linkage to Sections 9 (Andrew F) and 10 (Stewart) below.
3. Council financial guarantee
4. Grant Award letter

5. Notification of Award stage and risk of challenge
6. Third party agreements [Work in progress] : Susan and Alasdair to complete.
7. Land acquisition arrangements
8. Governance arrangements & corporate matters
9. Risk allocation matrix and DLA letter [awaited] : Andrew F to deliver based on final Infraco suite
10. Risk assessment of in-process and provisional arrangements [Update required] : Stewart to refresh.
11. Update on critical workstreams and readiness for construction [awaited] : Steven to deliver
12. Specific confirmations


## Appendices

- Appendix 1 – Summary presentation on Employer’s Requirements (Done)
- Appendix 2 – Infraco / Tramco pricing summary and tie-in to total project budget (Stewart)
- Appendix 3 – Summary of programme (Steven / Tom)
- Appendix 4 – Governance & Delegations paper (Done)
- Appendix 5 – tie Operating Agreement (Done)
- Appendix 6 – TEL Operating Agreement (Done)
- Appendix 7 – Synopsis of Infraco contract exclusions (Geoff)
- Appendix 8 – OCIP exclusions report (Tracey)

Regards  
Graeme

---

Graeme Bissett

m : +44 

---

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 e-mail please notify the sender immediately at the email 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. TIE reserves the right to monitor emails sent to or from addresses under its control.

No liability is accepted for any harm that may be caused to your systems or data by this e-mail. It is the recipient's responsibility to scan this e-mail and any attachments for computer viruses.

Senders and recipients of e-mail should be aware that under Scottish Freedom of Information legislation and the Data Protection legislation these contents may have to be disclosed to third parties in response to a request.

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

---