



Mr Andrew Malkin  
Project Director  
Alfred McAlpine Infrastructure Services  
MUDFA Project  
Western Harbour Road  
Leith Docks  
EDINBURGH  
EH6 6QF

Our Ref: DEL.MUDFA.7553.GB

Your Ref: AMIS/tie/letter/KAG/Projects/815

Date: 5 March 2008

Dear Andy,

**EDINBURGH TRAM PROJECT - MUDFA**  
**Civil Enabling Works – Constitution Street**

We refer to your letter, referenced above dated 3 March 2008, regarding, in part, the enabling works for Constitution Street. We would comment as follows for clarity and the avoidance of doubt.

Whilst we accept certain matters were discussed, we would suggest that a consensus would not be the most appropriate phrasing to reflect the discussion. The main issue in part was delivered as a *fait accompli* with no alternative or option open to us. AMIS have confirmed that they do not consider any works associated with the enabling works to be part of their contract, whether or not Change Orders covering these are issued and consequently do not wish to be considered for future works of a similar nature. We would however draw your attention to provisional sum items covering the removal of street furniture, general builders work and enabling works – sum £950K and city centre wide works for TM – sum £1M! In addition we would also confirm that these items are identified within the AMIS Prime Cost and Provisional Sum programme.

Taking cognisance of this, we would strongly suggest that the works we are discussing are most certainly part of your contracted works. However your stance has been noted and alternative arrangements will be put in place for the remaining enabling works, excluding those for Constitution Street, which AMIS have given a commitment to ensure these are complete for 31 March 2008 closure (reference discussion Barclay/Malkin 27 February 2008).

- 1 We note your reference to 3 weeks worth of support, but would refer you to earlier discussion (Barclay/Malkin) wherein AMIS commitment was given prior to 4 week notification of closure being issued. Your reference to 3 week support was only raised yesterday morning at which point tie confirmed earlier commitment given by AMIS. We reaffirm our stance on this matter and confirm that AMIS are to provide all suitable

resources to ensure the enabling works are complete to allow the notified closure as previously discussed and agreed.

2. Costs associated with these works will be based upon cost plus arrangement. As previous all costs must be fully verified and substantiated.
3. All future civil enabling works will be carried out by others. All other works associated with the enabling works (i.e.; traffic management, sign erection, white lining etc) will remain with AMIS, as agreed Barclay/Malkin 5 March 2008.

Furthermore, we draw to your attention that had AMIS discharged their obligations, in full, as referred to in Clause 2 (please note Clause 2.4 identifies AMIS are responsible for 'any temporary works') then your purported unsubstantiated statements and misaligned perception would be fully validated.

Your reference to Clause 8 is deemed inappropriate as these temporary works would not and could not be covered within that period, for obvious reasons.

Furthermore, your reference to AMIS equal and proactive approach begs questioning in light of current correspondence noted within this letter.

Yours sincerely



Graeme Barclay  
Construction Director – MUDFA

Enc

cc: Steven Bell  
John Casserly  
Michael Blake  
Ian Clark