

BSC 'OFFER'



Our ref: *JB* 25.1.201/KDR/4740

19 February 2010

tie limited  
CityPoint  
65 Haymarket Terrace  
Edinburgh  
EH12 5HD

Bilfinger Berger Civil-EDI		
Date Sent	19 FEB 2010	BIW
File Number		
Action		
Distribution		

Bilfinger Berger-Siemens-CAF Consortium

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Edinburgh Park  
Edinburgh  
EH12 9DJ  
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For the attention of Steven Bell - Tram Project Director

Dear Sirs,

**Edinburgh Tram Network Infraco  
Infraco Contract: On Street Supplemental Agreement**

In conclusion of the discussions between tie and the Infraco, please find enclosed our fully detailed offer for a Supplemental Agreement covering the remainder of the On Street Works within the Edinburgh Tram Network.

This Supplemental Agreement has been jointly developed in order to address the current and future difficult conditions likely to be encountered in carrying out the outstanding 'On Street' Works, using the knowledge gained in carrying out a section of work in Leith Walk under the terms of the Infraco Contract and implementing the Princes Street Supplemental Agreement.

The background to the On Street Supplemental Agreement is as detailed below :-

At the mediation held between 29 June and 3 July 2009 tie and the Infraco discussed the possibility of extending the principle of the Princes Street Supplemental Agreement (PSSA) to an On Street Supplemental Agreement (OSSA). Although no formal agreement was reached, it was agreed that the PSSA could form the basis for any future OSSA.

On 6 October 2009 a meeting was convened between senior representatives of tie and Infraco, where the principles established in June / July 2009 for an OSSA were developed, resulting in clear actions / deliverables for both parties to work together to finalise an OSSA.

There have been numerous meetings since October 2009 where tie and Infraco have worked together to agree the elements and contents of what has resulted in the enclosed OSSA proposal.

Although the OSSA appears a more substantial document, the essence of the PSSA has been retained. The content of the OSSA Appendices necessarily result in a clearer and more concise document when compared to the PSSA document, as explained under:-

The restriction on the scope recoverable in accordance with the PSSA has been removed. The OSSA includes for Works above the 'tendered formation' detailed in the PSSA. This change is as a consequence of recognition by both parties that the strict implementation of the PSSA would have had a detrimental effect on the progress on Princes Street which would have adversely impacted on the opening of Princes Street by the key date of 29 November 2009.

Infraco with the agreement of tie therefore adopted a flexible approach by extending the recovery method under the PSSA to the scope above 'tendered formation'. This measure provided obvious benefits on Princes Street and is therefore reflected in the OSSA.



The OSSA extends the 'schedule of rates' to include not only staff and labour, but materials and plant. This will ensure a degree of price fixity which did not exist in the PSSA. The Material and Plant rates have in most cases been agreed with tie based on either existing rates under the PSSA or negotiations with our Supply Chain to offer 'best value'.

The credit has been pre-calculated and included in the offer. This is to avoid the protracted discussion which occurred in implementing the terms of the PSSA to agree an appropriate Credit.

The OSSA credit, whilst not agreed, is a fixed and final commercial offer which we believe to be more than reasonable based on our respective positions on this matter.

The procedures clearly identify the processes to be adopted to ensure transparency, to allow early intervention to ensure 'best value', to reduce the cost of administration and to reduce the information delay from that experienced in administering the PSSA. In addition tie's suggestion to integrate tie commercial staff has been adopted which will further benefit the operation of the OSSA.

We firmly believe that a Supplemental Agreement as per our current offer is the best way forward in the On Street section of the Infraco Works in terms of both programme and price. The implementation of this agreement would allow the commencement of works in areas and in sequences manifestly different from our planned progress of Works without the problems hitherto experienced when dealing with the changes. It is our firm belief that this will benefit completion of the overall Works whilst maintaining an agreed resource at agreed rates thereby providing price certainty.

The OSSA will allow and demonstrate to the City of Edinburgh a commitment by Infraco to complete the Works, albeit in a different manner, which will clearly be to the benefit of all concerned and also serve to effectively reduce the potential for disputes.

The enclosed agreement is provided to you on the strict understanding that the principle of the OSSA, as a platform for progressing these works, is acceptable to you. If the enclosed agreement is executed by 26 February 2010, Infraco undertakes to commence the works covered by the OSSA on 2 March 2010.

However, if you no longer see the OSSA as being acceptable by tie then we ask that you inform us in writing by return.

Yours faithfully,

  
**M Foerder**  
Project Director  
Bilfinger Berger Siemens CAF Consortium

cc: M. Berrozpe  
A. Urriza  
A. Campos  
R. Walker  
M. Flynn

**SUPPLEMENTAL  
AGREEMENT**

between

TIE LIMITED

and

BILFINGER BERGER CIVIL UK LIMITED

and

SIEMENS PLC

and

CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES S.A.

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**IN RELATION TO ON STREET WORKS**

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**LIST OF CONTENTS**

1. On Street Works Supplemental Agreement (OSSA)
2. Appendix 1: Scope recoverable under demonstrable costs
  - Section A: Introduction
  - Section B: Part i): Summary of Scope Split (2 page coloured chart)  
Part ii): Detailed Scope Split (4 page table)
  - Section C: List of Change Orders issued prior to 31.01.10
3. Appendix 2: Basis for Recovery
  - Section A: Rates, Cost and Uplift Definitions
  - Section B: Staff, Labour, Plant and Material rates
  - Section C: Procedure for Recording Resources for Recovery.
  - Section D: Fixed and Time Related Prelim Costs
  - Section E: Organograms
  - Section F: Commercial Staff Integration
4. Appendix 3: Credit of Construction works price for works carried out under On Street Supplemental Agreement.
  - Section A: Credit value
  - Section B: Information used in calculating Credit value
5. Appendix 4: Construction programme
  - Part 1: Narrative
  - Part 2: Construction programme
6. Appendix 5: Prolongation Costs Minute of Variation

000002

## SUPPLEMENTAL AGREEMENT

### BETWEEN

- (1) **TIE LIMITED**, a company incorporated in Scotland under number SC230949 and having its registered office at City Chambers, High Street, Edinburgh, EH1 1YJ ("**tie**"), which expression shall include its successors, permitted assignees and transferees; and
- (2) **BILFINGER BERGER CIVIL UK LIMITED**, a company incorporated in England and Wales under number 02418086 and having its registered office at 7400 Daresbury Park, Warrington, Cheshire, WA4 4BS, which expression shall include its successors, permitted assignees and transferees; and
- (3) **SIEMENS PLC**, a company incorporated in England and Wales under number 00727817 and having its registered office at Faraday House, Sir William Siemens Square, Frimley, Camberley, Surrey, GU16 8QD, which expression shall include its successors, permitted assignees and transferees; and
- (4) **CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES S.A.**, a company registered in Spain in the Corporate Register of Guipuzcoa: volume 983, sheet 144, page number SS-329, entry 239 and having its registered office at J.M. Iturrioz 26, 20200 Beasain (Guipuzcoa), Spain ("**CAF**") which expression shall include its successors, permitted assignees and transferees.

### BACKGROUND

- A. **tie** and Bilfinger Berger UK Limited and Siemens Plc entered into an agreement on a joint and several basis dated 14 May 2008, for the design, construction, testing, commissioning and maintenance of the Edinburgh Tram Network (the "**Infraco Contract**").
- B. Pursuant to a Minute of Variation dated 14 May 2008, CAF became a member of the Infraco (Bilfinger Berger UK Limited and Siemens Plc together with CAF being hereinafter referred to as the "**Infraco**").

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000003

- C. Certain issues have arisen between the parties in relation to various Notified Departures which may arise in relation to the On Street Works between Haymarket and Newhaven, Edinburgh.
- D. On 11 November 2009 Bilfinger Berger UK Limited changed its name to Bilfinger Berger Civil UK Limited.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. Words and expressions shall have the meaning ascribed to them in the Infraco Contract.

**"Scope recoverable under Demonstrable Cost"** means the scope comprised within the On Street Works that has been agreed to be constructed and paid for on a Demonstrable Cost basis as presented in Section B: Part i) Summary of Scope Split and Part ii) Detailed Scope Split appended hereto at Appendix 1.

**"Scope not recoverable under Demonstrable Cost"** means the scope comprised within the On Street Works that has been agreed to be constructed and is not to be paid on a Demonstrable Cost basis as presented in Section B: Part i) and Part ii) and Section C appended hereto at Appendix 1. Scope not recoverable under Demonstrable Cost shall be valued and paid for in accordance with Clause 3.2 of this Supplemental Agreement.

**"Demonstrable Cost"** means the cost to the Infraco of carrying out the On Street Works calculated (where applicable) on the basis of the resource used multiplied by the rates and any Subcontractor costs including Subcontractor uplift percentages as appropriate appended hereto at Appendix 2 and otherwise on the basis of such reasonable and necessary cost (direct and indirect) as shall be incurred by the Infraco.

**"Credit of Construction Works Price"** means the credit due to tie for the Scope recoverable under Demonstrable Cost in the amounts as presented in Section A: Credit Value appended hereto at Appendix 3.

**"On Street construction programmes"** means the programmes provided for information and coordination purposes only and appended hereto at Appendix 4.

**"OSSA"** means the On Street Supplemental Agreement, i.e. this Supplemental Agreement in relation to On Street Works.

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**"On Street Works"** means that scope of the Infraco Works that are to be carried out to construct and complete the civil engineering works elements of the Infraco Works within Sections 1A, 1B, 1C and 1D of the Edinburgh Tram Network with the exception of W1 - Lindsay Road Retaining Wall, S16 - Victoria Dock Bridge, S17 - Tower Place Bridge, Leith Sands Substation, Leith Walk Substation and Cathedral Lane Substation.

**"Preliminaries Minute of Variation"** means the Minute of Variation dated 3 June 2009 between tie and Infraco, amending Appendix G to Schedule Part 4 of the Infraco Contract.

**"Prolongation Costs Minute of Variation"** means the Minute of Variation dated \_\_\_\_\_ 2010 between tie and Infraco, amending Appendix G to Schedule Part 4 of the Infraco Contract and appended hereto at Appendix 5.

2. Subject to Clause 3.2, notwithstanding the terms of the Infraco Contract, the Parties have agreed that the Infraco's sole entitlement to payment, extension of time or other relief in respect of the On Street Works and the impact of the On Street Works on the Infraco Works shall be governed by the terms set out in this Supplemental Agreement.
3. The Parties agree that:
  - 3.1 All On Street Works Scope recoverable under Demonstrable Cost and including for the avoidance of doubt all circumstances which would give rise to any Permitted Variation, Relief Event or Compensation Event will be recorded and paid on a Demonstrable Cost basis together with head office overhead and profit percentages, Consortium Preliminaries as referred to in Appendix G of Schedule Part 4, 15% in respect of the aggregate of Subcontractor Costs and Subcontractor uplift and 15% in respect of the Bilfinger Berger Civil UK Limited Costs as though such works were a tie Change. For all other purposes in the Infraco Contract the works described in this Clause 3.1 and the said circumstances shall not be recovered as a Permitted Variation, Relief Event or Compensation Event.
  - 3.2 All On Street Works Scope not Recoverable under Demonstrable Cost shall be valued and paid in accordance with the Infraco Contract.
  - 3.3 The Credit of Construction Works Price shall be credited to tie and shall be deemed to be the price already included in the Construction Works Price for all construction activities required to complete the On Street Works Civil Engineering elements recoverable under Demonstrable Cost.

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- 3.4 To the extent that additional cost (or delay) is caused to the carrying out of the remaining Infraco Works as a consequence of events affecting and the circumstances in which the On Street Works are being undertaken, the Infraco shall be entitled to payment of all reasonable additional costs, including the cost of temporary and permanent site works and any additional costs resulting from any necessary redesign works associated with the systems and trackworks installation, together with head office overhead and profit percentages, Consortium Preliminaries, any other preliminaries percentage and Preliminaries elements in relation to prolongation costs as referred to in Appendix G of Schedule Part 4, (as amended by the Preliminaries Minute of Variation and Prolongation Costs Minute of Variation and 15% in respect of the aggregate of Subcontractor Costs and Subcontractor uplift) (and, for the avoidance of doubt, an extension of time in accordance with Clause 3.5) and tie shall ensure that the tie Representative shall certify such reasonable amounts as shall be incurred monthly in accordance with Clause 67.5.
- 3.5 The Infraco shall progress the On Street Works with due expedition and without delay taking cognisance of the extent and nature of the On Street Works and the circumstances in which they are undertaken. The Infraco shall be entitled to an extension of time in respect of any delay in the progress of the On Street Works and any direct consequential delay to the Infraco Works howsoever caused save to the extent that any such delay is caused by the Infraco's failure to progress the On Street Works in accordance with this Clause 3.5 or any other material breach by the Infraco of the Infraco Contract or this Supplemental Agreement and tie shall award such extension of time as if the delay had been caused by: a Relief Event to which Clause 64 applies; a Compensation Event to which Clause 65 applies; a tie Change to which Clause 80 applies; or a Notified Departure to which Schedule Part 4 (Pricing) applies in the Infraco Contract, including an update to the Programme and Planned Sectional Completion Dates (Section A, B, C and D) to reflect such delay. Infraco shall be entitled to payment of Preliminaries elements in relation to prolongation costs as referred to in Appendix G of Schedule Part 4, (as amended by the Preliminaries Minute of Variation and Prolongation Costs Minute of Variation) in respect of any extension of time awarded in accordance with this clause 3.5.
4. The Parties agree that for the process of recording, establishing and agreeing Demonstrable Cost pursuant to Clause 3.1 shall be as set out in Appendix 2, read in conjunction with Appendix 1 to this Supplemental Agreement.

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5. The Infraco shall commence construction activity for the On Street Works on or about Tuesday 2 March 2010.
6. The Infraco Contract shall continue in full force and effect and shall not be amended by this Supplemental Agreement, except in so far as its application to the On Street Works as set out in this Supplemental Agreement and each Party preserves its rights and remedies in relation to any existing breach of the Infraco Contract (whether known or not) and notwithstanding breached provisions may have been amended by this Supplemental Agreement.
7. The Parties agree that any dispute, difference or unresolved claim between the Parties in connection with or arising from this Supplemental Agreement shall be dealt with in accordance with the provisions set out in Schedule Part 9 of the Infraco Contract (*Dispute Resolution Procedure*).

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000007

The Infracore shall undertake its obligations under this Supplemental Agreement on a joint and several basis.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding pages are executed as follows:

**EXECUTED** for and on behalf of **TIE LIMITED** at Edinburgh on

2010 by:

Authorised Signatory

\_\_\_\_\_

Full Name

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Full Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

**EXECUTED** for and on behalf of **BILFINGER BERGER UK LIMITED** at Edinburgh on

2010 by:

Authorised Signatory

\_\_\_\_\_

Full Name

\_\_\_\_\_

Authorised Signatory

\_\_\_\_\_

Full Name

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**EXECUTED** for and on behalf of **SIEMENS PLC** at Edinburgh on

2010 by:

Authorised Signatory

\_\_\_\_\_

Full Name

\_\_\_\_\_

Authorised Signatory

\_\_\_\_\_

Full Name

\_\_\_\_\_

**EXECUTED** for and on behalf of **CAF** at  
Edinburgh on

2010 by:

Authorised Signatory

\_\_\_\_\_

Full Name

\_\_\_\_\_

Authorised Signatory

\_\_\_\_\_

Full Name

\_\_\_\_\_

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000009

**APPENDIX 1**

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# On Street Supplemental Agreement

Appendix 1 Section A

## Section A: Introduction to Scope

The scope of works which is intended to be carried out under the OSSA is summarised in Appendix 1 Section B Part i) and further detailed in Part ii).

000011

ON STREET SUPPLEMENTAL AGREEMENT  
APPENDIX 1 SECTION B Part (I) SUMMARY OF SCOPE SPLIT

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
1	Preliminary Costs		
2	Site Clearance		
3	Fencing & Road Restraint Systems		
4	Drainage & Service Ducts		
5	Existing Road/ New Roads/Parking Bays ( Excluding Track Form)		
	5.1 Planing / Excavation of Existing		
	5.2 Sub-Base		
	5.3 Pavement - Bituminous Surfacing		
	5.4 Pavement - Setts		
	5.5 Bituminous Regulating Course		
	5.6 Surface Treatment ( High Friction/Coloured Surfacing)		
6	Kerbs, Footways and Paved Areas incl Central Reserves		
	6.1 Removal of Kerbs and Existing Central Reserve		
	6.2 Lift and clean setts for re-use		
	Re-Construct Footways / Central reserves		
	6.3 Any works below sub-base level		
	6.4 Sub-base		
	6.5 Setts		
	6.6 Surfacing		
	6.7 Kerbs including Re-set existing kerbs (as a result of full road construction)		
7	Traffic Signs		
	7.1 Foundations and Ducting etc		
	7.2 Traffic Signs and Poles		
8	Road Markings		
	8.1 Remove existing road marking		
	8.2 New Road markings		
9	Traffic Signals/Pedestrian Crossings		
	9.1 Civils elements		
	9.2 All other Traffic Signals/Pedestrian Crossings elements		
10	Street Lighting		
	10.1 Civils elements		
	10.2 All other Street Lighting elements		
11	Tramstop		
	11.1 Tram Stop Platform and Platform Finishes		
	11.2 Tram Stop Shelter & Ancillary Equipment (excluding system works equipment)		
12	Track Form (excluding system and track works scope)		
	12.1 Excavation		
	12.2 Sub-Base		
	12.3 Blinding Layer		
	12.4 Track Formation Improvement Slab		

ON STREET SUPPLEMENTAL AGREEMENT  
APPENDIX 1 SECTION B Part (I) SUMMARY OF SCOPE SPLIT

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
12.5	Infill Concrete to Rheda City Sleepers		
12.6	Pavement Infill (Bituminous Surfacing)		
13	OLE Bases & Cable Routes		
14	Traffic Management		
15	Works associated with Utilities, Utility Diversions / Protection		
16	Change Orders issued prior to 31/1/10 as identified in Appendix 1 Section C		
Notes 1 : For all items 'Paid as Demonstrable Costs' a credit has already been provided for in Appendix 3, Section A. 2 : The Items shown Green are not paid as Demonstrable Cost 3 : Any civil engineering works activities excluded from the above list are deemed to be paid on a Demonstrable Cost basis 4 : All activities not deemed as civil engineering works are excluded from the above list (i.e. Siemens scope)			

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
1	Preliminary Costs	All Preliminaries with the exception of BBUK Fixed and Time Related Prelim Costs, refer Appendix 2 Section D.	Refer Appendix 2: Section B
2	Site Clearance	<p>General Site Clearance, tree felling, cutting back trees, hedges and shrubs, fences and walls</p> <p>Take up or down and set aside for re-use or remove to store or tip off site any of the following :- fencing, safety barriers, vehicle parapets, pedestrian guardrails, road lighting columns and brackets, traffic signs, road studs, street furniture, litter bins, benches, ornamental sculptures, bollards, police boxes, phone boxes, bus shelters, ticket machines, bus trackers, post boxes, cycle stands, CCTV camera mounting poles, red light/speed camera mounting poles, feeder pillars, communications cabinets, chamber covers and frames, gully gratings and frames</p> <p>Demolition of existing structures</p> <p>Utility works in connection with any item of street furniture</p>	
3	Fencing & Road Restraint Systems	<p>Any type of Fencing including remove from store and re-erect existing fencing</p> <p>Safety Barrier, Transitions, Terminals and connections to existing systems</p> <p>Vehicle Parapets, Pedestrian Parapets and Pedestrian Guardrails including Remove from store and re-erect safety barrier</p> <p>Excavation in hard material</p>	
4	Drainage & Service Ducts	<p>Drains and Service Ducts including track drainage</p> <p>Filter Drains</p> <p>Excavation in Hard Material</p> <p>Connections including track drainage</p> <p>Chambers and Gullies</p> <p>Soft Spots and Other Voids</p> <p>Renew, Raise or Lower Covers and Gratings on existing chambers and gullies</p> <p>Remove from store and reinstall Chamber Covers and Frames and Gully Gratings and Frames</p> <p>Grouting Up Existing Drains and Service Ducts</p> <p>Clean, clear or unblock Existing Drainage Systems</p> <p>Dealing with Disused Sewers, Drains, Cables, Ducts or Pipelines occurring at Formation or Sub-formation level; Disused Basements, Cellars and Gullies</p>	
5	Existing Road/New Roads/Parking Bays (Excluding Track Form)	<p>Excavation</p> <p>Excavation in Hard Material</p> <p>Disposal</p> <p>Imported Fill</p> <p>Compaction of Fill</p> <p>Geotextiles</p> <p>Soft Spots and other voids</p>	

000014

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Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
		* Dealing with Disused Sewers, Drains, Cables, Ducts or Pipelines occurring at Formation or Sub-formation Level; Disused Basements, Cellars and Gullies † Topsoiling and Storage of Topsoil ‡ Completion of Formation and Sub-formation § Trial Pits ¶ Breaking Up and Perforation of Redundant Pavements, Slabs or Basements † Sub-Base ‡ Pavement (Bituminous Surfacing) § Regulating Course ¶ Surface Treatment (High Friction / Coloured Surfacing) † Tack Coat ‡ Planing § Reinstatement of Paved Areas	
6	Kerbs, Footways and Paved Areas incl Central Reserves	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Reinforcement Formwork planing Kerbs, Channels, Edgings, Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems Remove from Store and Relay Kerbs, Channels, Edgings, Combined Drainage and Kerb Blocks and Linear Drainage Channel Systems Sub-Base Pavement (Bituminous Surfacing) Regulating Course Tack Coat Lift and clean setts for re-use Setts (Wearing Course) Pavement (PCC Paving Slabs) Remove from Store and Relay Paving Flags, Slabs and Blocks Supply of New Kerbs & Slabs Disposal of unacceptable Kerbs & Slabs Removal existing road kerb and central reserve Re-set existing kerbs (as a result of full road construction)	
7	Traffic Signs	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Remove from Store and Re-erect Traffic Signs Earthing and Bonding Works Sign Poles & Plates Brackets Lanterns, Cabling, Conduit, Cut Outs, Fuses, lamps, Testing etc for Lit Signs Permanent Bollards (Lit & Unlit)	
8	Road Markings	Removal of Road Markings Remove from Store and Re-install Road Studs Road Markings Road Studs	

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
9	Traffic Signals/Pedestrian Crossings	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Ducts Chambers Earthing and Bonding Works Road Markings in connection with Pedestrian Crossings	
10	Street Lighting	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) (Leaving Buried Road Lighting and Traffic Signs Cable Trench for Cable or Duct Duct Chambers Earthing and Bonding Works Columns, Brackets, Wall Mounted Brackets Lanterns, Cabling, Conduit, Cut Outs, Fuses, Lamps, Painting, Testing etc Columns, Cabling, Lanterns etc Cable Cable Joints and Terminations Feeder Pillars Earth Electrodes	
11	Tramstop	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Tram Stop Platform and Platform Finishes Earthing and Bonding Works Tram Stop Shelter & Ancillary Equipment (excluding system works equipment)	
12	Track Form (excluding system and trackworks scope)	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Sub-Base Pavement (Bituminous or Other Surfacing) Regulating Course Tack Coat Lift and clean setts for re-use Setts Wearing Course planing Infill Concrete to Rheda City Sleepers Blinding Concrete Insitu Concrete to Track Formation Improvement slab Waterproofing Earthing and Bonding Works	
13	OLE Bases & Cable Routes	Earthworks (See earlier items 1 to 12) Foundations (See earlier items 1 to 3) Piling Waterproofing Earthing and Bonding Works	

000016

ON STREET SUPPLEMENTAL AGREEMENT  
 APPENDIX 1 SECTION 8 Part (ii) Detailed Scope Split

Item	Activity	Paid as Demonstrable Costs	Not Paid as Demonstrable Costs
14	Traffic Management	Trench for Cable or Duct Cable and Duct Chambers Traffic Management	
15	Works associated with Utilities, Utility Diversions / Protection	Any Works associated with Utilities, Utility Diversions or Protection of Utilities  Provision of Regional Electric Company Power Connections to Street Lighting Distribution Pillars, Third Party Street Furniture police boxes, phone boxes, bus shelters, ticket machines, bus trackers, cctv camera mounting poles, red light/green camera mounting poles, feeder pillars, communications cabinets	
16	Change Orders		Change Orders issued prior to 31/3/20 as identified in Appendix 1 Section C
Notes	<p>1. For all items 'Paid as Demonstrable Costs' a credit has already been provided for in Appendix 3, Section A.</p> <p>2. Any civil engineering works activities excluded from the above list are deemed to be paid on a Demonstrable cost basis</p> <p>3. All activities not deemed as civil engineering works are excluded from the above list (i.e. Signposts scope)</p>		

000017

**APPENDIX 2**

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000019

# On Street Supplemental Agreement

Appendix 2 Section A

## Section A Rates, Cost and Uplift Definitions

### A. Named and Dedicated Staff – Standard Rates

Staff costs are recoverable at the 4-weekly rates contained in Appendix 2 Section B.

#### 1. BBUK Staff

Staff Rates include for :-

- a) Salary
- b) Bonus and incentives allowance.
- c) Absence due to illness/income Protection
- d) Absence due to holidays
- e) Meeting the requirements of the law
- f) Travel ordinarily incurred in carrying out his / her duties in connection with ETN.
- g) Subsistence /Accommodation where applicable.
- h) Medical Examinations
- i) Passport and Visas
- j) Travel Insurance
- k) items g-k) for dependants
- l) Pension and Life Assurance
- m) Death benefit
- n) Occupational accident benefit
- o) Medical aid including private healthcare schemes
- p) Vehicle provision/allowance including fuel/fuel allowances
- q) Redundancy
- r) Training including allowance for cost of training.
- s) Mobile Phones including calls and IT equipment and supplies where applicable
- t) Expenses if ordinarily incurred in carrying out his/her duties in connection with ETN.
- u) PPE

BBUK Staff Rates apply up until 31 March 2010, thereafter reviewed on an annual basis until completion of the On Street Works with any increase reflecting actual rate increase.

BBUK Staff Rates exclude any uplift percentages associated with Civil Engineering Works.

BBUK Staff Rates exclude for Overtime, which is recoverable in addition.

000020

## On Street Supplemental Agreement

Appendix 2 Section A

### Section A Rates, Cost and Uplift Definitions (contd)

#### 2. SubContract Staff

Sub Contract Staff Rates include for :-

- a) Salary
- b) Bonus and incentives allowance.
- c) Absence due to illness/income Protection
- d) Absence due to holidays
- e) Meeting the requirements of the law
- f) Travel ordinarily incurred in carrying out his / her duties in connection with ETN.
- g) Subsistence /Accommodation where applicable
- h) Medical Examinations
- i) Passport and Visas
- j) Travel Insurance
- k) items g-k) for dependants
- l) Pension and Life Assurance
- m) Death benefit
- n) Occupational accident benefit
- o) Medical aid including private healthcare schemes
- p) Vehicle provision/allowance including fuel/fuel allowances
- q) Redundancy
- r) Training including allowance for cost of training.
- s) Mobile Phones including calls and IT equipment and supplies where applicable
- t) Expenses if ordinarily incurred in carrying out his/her duties in connection with ETN.
- u) PPE

SubContract Staff Rates apply up until 31 March 2010, thereafter reviewed on an annual basis until completion of the On Street Work with any increase reflecting actual rate increase.

SubContract Staff Rates exclude for Overtime, which is recoverable in addition.

SubContract Staff Rates exclude uplift as detailed in Appendix 2 Section A Part E.

000021

## On Street Supplemental Agreement

Appendix 2 Section A

### Section A Rates, Cost and Uplift Definitions (contd)

#### **B. Labour Rates**

Labour costs are recoverable at the hourly rates contained in Appendix 2 Section B

In the case of full time labour the rates are multiplied by their working hours.

In the case of part time labour the rates are multiplied by the hours dedicated to OSSA Works.

Labour Rates include for:-

- a) Wage including shift allowances
- b) Bonus and incentives
- c) Absence due to illness/income Protection
- d) Absence due to holidays
- e) Meeting the requirements of the law
- f) Travel ordinarily incurred in carrying out his / her duties in connection with ETN
- g) Subsistence /Accommodation where applicable
- h) Medical Examinations
- i) Pension and Life Assurance
- j) Death benefit
- k) Occupational accident benefit
- l) Medical aid including private healthcare schemes
- m) Redundancy
- n) Training including allowance for cost of training.
- o) Expenses if ordinarily incurred in carrying out his/her duties in connection with ETN.
- p) PPE
- q) CITB Contribution

Standard/Nightshift and NPO rates apply as defined in Appendix 2 Section B Part (iii)

Labour Rates apply up until 30 June 2010, thereafter reviewed on an annual basis until completion of the On Street Works with any increase reflecting the actual rate increase as detailed in the Working Rule Agreement.

Labour Rates exclude uplift as detailed in Appendix 2 Section A Part E.

000022

## On Street Supplemental Agreement

Appendix 2 Section A

### Section A Rates, Cost and Uplift Definitions (contd)

#### C. Plant Rates

Plant costs are recoverable at the rates contained in Appendix 2 Section B

In the case of fully dedicated plant the rates are multiplied by their hours on site.

In the case of non dedicated plant the rates are multiplied by the hours dedicated to OSSA Works.

- i) Manned plant at the agreed rate multiplied by the time for which the plant is on site. On hire and off hire charges, consumables, plant operative and any costs associated with breakdown and/or cost of repair or replacement are included within the rate. Fuel shall be recoverable in addition.
- ii) Hired or owned plant at the agreed rate multiplied by the time for which the plant is on site. On hire and off hire charges, consumables and any costs associated with breakdown and/or cost of repair or replacement are included within the rate. Fuel shall be recoverable in addition.
- iii) Rates for Labour exclude vans and/or crew buses and these require to be reimbursed under Subcontract Plant. On hire and off hire charges, consumables and any costs associated with breakdown and/or cost of repair or replacement are included within the rate. Fuel shall be recoverable in addition.
- iv) In the event that plant is required for a shorter period than 8 hours, the plant cost shall be the minimum hire period of 8 hours.

Extra Over charges shall apply for Operator Overtime as defined in Appendix 2 Section B Part (iv) & (v).

Plant Rates apply up until 30 June 2010, thereafter reviewed on an annual basis until completion of the On Street Works with any increase reflecting the actual rate increase which is to be reflective of industry standard rate increase.

Plant Rates exclude uplift as detailed in Appendix 2 Section A Part E.

000023



# On Street Supplemental Agreement

Appendix 2 Section A

## Section A Rates, Cost and Uplift Definitions (contd)

### **D. Materials**

Material costs are recoverable as the quantity delivered at the rates contained in Appendix 2 Section B, which include standard delivery charges.

- i) Quantity of materials shall be substantiated by signed delivery tickets detailing location where material to be used where possible.
- ii) In the circumstance of lost or destroyed delivery tickets, material quantity shall be highlighted as such and otherwise demonstrated as material delivered to site for OSSA Works.
- iii) In the event of additional charges due to special circumstances (e.g. out of hours delivery) these charges shall be recoverable in addition and substantiated by Invoice.

Materials Rates apply up until 31 December 2010, unless otherwise stated.

Materials Rates exclude uplift as detailed in Appendix 2 Section A Part E.

### **E. Subcontractors Preliminaries Uplift**

The rates for Staff, Labour, Materials, Plant and Sub Subcontractors shall be subject to the following uplifts. These percentage additions to the Sub Contractors' costs include for the Sub Contractor's Head Office Overheads and Profit and any off site attendances not included in any rates identified in Appendix 2 Section B.

In addition, any Labour Only Sub-subcontractors employed by the Subcontractors will be subject to an additional 2% to cover CITB and PPE charges.

Mackenzie Construction Ltd	15.5%
McKean and Company (Glasgow) Ltd	15.5%
Crummock (Scotland) Ltd	19.5%

### **F. Disallowable Recovery**

The following are non recoverable under the OSSA

- i) Plant Breakdown including consequential costs and fitter time rectifying.
- ii) Materials which do not comply with the Specification
- iii) Plant hire company Theft/Damage charges.
- iv) Events covered by Insurances (Infracore, subcontractor and OCIP)
- v) Insurance excesses.
- vi) Reworking due to poor workmanship and/or failure of materials (excluding snagging items)
- vii) Small plant changeover charges
- viii) Vehicle damage

000024

ON STREET SUPPLEMENTAL AGREEMENT

APPENDIX 2 SECTION B Part (i) BBUK staff

STAFF RATES: BILFINGER BERGER CIVIL UK LTD				
Item	Description	%age dedicated	Unit	4 Weekly Rate
<b>SCHEDULE OF RATES for use in the carrying out work on On Street Works</b>				
<b>Staffing:</b>				
	Section Manager - Andy Hornsby	100	4wkly	
	Site Agent - Brian Donnelly	100	4wkly	
	Section Engineer - Frank Young	100	4wkly	
	Works Manager - David Campbell	100	4wkly	
	Section Foreman - Name	100	4wkly	
	Section Engineer - Graham Adcock	100	4wkly	
	Section Engineer - Christopher Altoft	100	4wkly	
	Section Engineer -			
	Section Engineer -			
	Assistant Engineer - Przemek Jeszkie	100	4wkly	
	Office Manager - Aileen Billingsley	100	4wkly	
	Cost Manager - Karen Beglin	100	4wkly	
	Senior Quantity Surveyor - Sheddon Kydd	100	4wkly	
	Senior Quantity Surveyor - Steve Smith	100	4wkly	
	Senior Quantity Surveyor - Ian Little	100	4wkly	
	Quantity Surveyor - Jeff Amis	100	4wkly	
	Quantity Surveyor -	100	4wkly	
	Assistant Quantity Surveyor - Donna McGregor	100	4wkly	
	Assistant Quantity Surveyor - Oliver Erskine			
	General Foreman - Columba Cannon	100	4wkly	
	Foreman - Wyn Jones	100	4wkly	
	Ganger - Chris Jones	100	4wkly	
	General Op - Michael Welsh	100	4wkly	
	Cleaner - Rhian Jones	100	4wkly	
	<b>Staff overtime rates</b>			
		uplift on above	shift	
	<b>Staff nightshift uplift</b>			
		uplift on above	shift	
<p>Notes:-</p> <ol style="list-style-type: none"> <li>1. The period is 4-weekly.</li> <li>2. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part A.1</li> <li>3. Rates exclude any BBUK Uplift Percentages</li> <li>4. Rates are fixed until 31 March 2010</li> </ol>				


000025

**ON STREET SUPPLEMENTAL AGREEMENT**  
**APPENDIX 2 SECTION B Part (ii) SubContractor Staff**

<b>STAFF RATES: MACKENZIE CONSTRUCTION LTD</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>4 Weekly Rate</b>
	<b>SCHEDULE OF RATES for use in the carrying out work on On Street Works</b>		
	<b>Staff</b>		
	Contracts Manager - David Bill	4wkly	8,289
	Project Manager - Alan Robinson	4 wkly	6,945
	Project Manager - Ross Cairns	4 wkly	6,945
	Site Agent - Jonathan Hall	4wkly	5,970
	Site Agent - Robert O'Neill	4wkly	5,970
	S Contracts Engineer / S Measurement Engineer - NAME	4wkly	5,618
	Contracts Engineer - Name	4wkly	5,055
	General Foreman -NAME	4wkly	5,968
	Site Engineer - Name	4wkly	4,497
	Office Manager - NAME	4wkly	4,212
	Site Clerk - Name	4wkly	2,704
	Typist - Name	4wkly	1,846
	Senior Accounts Staff - NAME	4wkly	4,213
	Accounts Admin - NAME	4wkly	2,297
	Quantity Surveyor - Andrew Boyle	4wkly	3,938
	HSE Site Manager	4wkly	4,782
	Measurement Engineer	4wkly	3,882
<b>Notes:-</b>			
1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part A.2			
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E			
3. Rates exclude BBUK Uplift Percentages			
4. Rates are fixed until end 31 March 2010			

000026

**ON STREET SUPPLEMENTAL AGREEMENT**  
**APPENDIX 2 SECTION B Part (ii) SubContractor Staff**

<b>STAFF RATES: MCKEAN AND COMPANY (GLASGOW) LTD</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>4 Weekly Rate</b>
	<b>SCHEDULE OF RATES for use in the carrying out work on On Street Works</b>		
	<b>Staffing:</b>		
	Contracts Manager - Norman Law	4wkly	
	Programme and Change Manager - Name	4wkly	
	Site Agent - Chris	4wkly	
	Site Agent - D Nisbet	4wkly	
	Site Agent - Greg	4wkly	
	General Foreman - James Kelly	4wkly	
	Foreman - NAME	4wkly	
	Engineer - NAME	4wkly	
	Site Clerk - Name	4wkly	
	Typist - Name	4wkly	
	Senior Quantity Surveyor - NAME	4wkly	
	Quantity Surveyor - NAME	4wkly	
	Assistant Quantity Surveyor - NAME	4wkly	
<b>Notes:-</b> 1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part A.2 2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E 3. Rates exclude BBUK Uplift Percentages 4. Rates are fixed until end 31 March 2010			

000027

**ON STREET SUPPLEMENTAL AGREEMENT**  
**APPENDIX 2 SECTION B Part (ii) SubContractor Staff**

<b>STAFF RATES: CRUMMOCK (SCOTLAND) LTD</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>4 Weekly Rate</b>
	<b>SCHEDULE OF RATES for use in the carrying out work on On Street Works</b>		
	<b>Staffing:</b>		
	Contracts Manager - Derek McAllister	4wkly	[REDACTED]
	Project Manager - NAME	4 wkly	
	Section Manager - NAME	4wkly	
	Works Manager - NAME	4wkly	
	Site Engineer - Name	4wkly	
	Contract Administrator - Name	4wkly	
	Project Quantity Surveyor - John Stephen	4wkly	
	Quantity Surveyor - Tom Anderson	4wkly	
	Graduate QS - Yvonne Salumba	4wkly	
<b>Notes:-</b> 1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part A.2 2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E 3. Rates exclude BBUK Uplift Percentages 4. Rates are fixed until end 31 March 2010			

000028

**ON STREET SUPPLEMENTAL AGREEMENT**

APPENDIX 2 SECTION B Part (iii) Labour

<b>LABOUR RATES: MACKENZIE CONSTRUCTION LTD</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Hourly Rate</b>
	<b>Labour ( Mon-Thu 08:00-16:30hrs, Fri 08:00-15:30hrs)</b>		
	General Operative	hr	
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Labour Skill Level 1	hr	
	Joiner	hr	
	Brick Layer	hr	
	Working Foreman	hr	
	Ganger - 1	hr	
	Ganger - 2	hr	
	<b>Labour Non Productive Overtime</b>		
	<b>Saturday am and Weekdays ( Sat 08:00-12:00hrs , Mon - Fri pre 08:00hrs &amp; post 16:30hrs)</b>		
	General Operative	hr	
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Labour Skill Level 1	hr	
	Joiner	hr	
	Brick Layer	hr	
	Working Foreman	hr	
	Ganger - 1	hr	
	Ganger - 2	hr	
	<b>Saturday pm and Sunday all day</b>		
	General Operative	hr	
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Labour Skill Level 1	hr	
	Joiner	hr	
	Brick Layer	hr	
	Working Foreman	hr	
	Ganger - 1	hr	
	Ganger - 2	hr	
	<b>Nightshift (1900hrs - 0700hrs)</b>		
	General Operative	hr	
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Labour Skill Level 1	hr	
	Joiners	hr	
	Brick Layer	hr	
	Working Foreman	hr	
	Ganger - 1	hr	
	Ganger - 2	hr	
<b>Notes:-</b>			
1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part B			
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E			
3. Rates exclude BBUK Uplift Percentages			
4. Rates applicable upto 30 June 2010			

000029

**ON STREET SUPPLEMENTAL AGREEMENT**

APPENDIX 2 SECTION B Part (iii) Labour

<b>LABOUR RATES: MCKEAN AND COMPANY (GLASGOW) LTD</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Hourly Rate</b>
	<b>Labour ( Mon-Thu 08:00-16:30hrs, Fri 08:00-15:30hrs)</b>		
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Labour Skill Level 1	hr	
	Joiner	hr	
	Steelfixer	hr	
	Scaffolder	hr	
	Brick Layer	hr	
	Working Foreman	hr	
	Storeman	hr	
	<b>Labour Non Productive Overtime</b>		
	<b>Saturday am and Weekdays ( Sat 08:00-12:00hrs , Mon - Fri pre 08:00hrs &amp; post 16:30hrs)</b>		
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Labour Skill Level 1	hr	
	Joiner	hr	
	Steelfixer	hr	
	Scaffolder	hr	
	Brick Layer	hr	
	Working Foreman	hr	
	Storeman	hr	
	<b>Saturday pm and Sunday all day</b>		
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Labour Skill Level 1	hr	
	Joiner	hr	
	Steelfixers	hr	
	Scaffolder	hr	
	Brick Layer	hr	
	Working Foreman	hr	
	Storeman	hr	
<b>Notes:-</b>			
1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part B			
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E			
3. Rates exclude BBUK Uplift Percentages			
4. Rates applicable upto 30 June 2010			

000030

**ON STREET SUPPLEMENTAL AGREEMENT**

APPENDIX 2 SECTION B Part (iii) Labour

<b>LABOUR RATES: CRUMMOCK (SCOTLAND) LTD</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Hourly Rate</b>
	<b>Labour ( Mon-Thu 08:00-16:30hrs, Fri 08:00-15:30hrs)</b>		
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Joiner	hr	
	Steelfixer	hr	
	Working Foreman	hr	
	Lorry Driver	hr	
	Plant Operator	hr	
	Ganger - 1	hr	
	<b>Labour Non Productive Overtime</b>		
	<b>Saturday am and Weekdays ( Sat 08:00-12:00hrs , Mon - Fri pre 08:00hrs &amp; post 16:30hrs)</b>		
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Joiner	hr	
	Steelfixer	hr	
	Working Foreman	hr	
	Lorry Driver	hr	
	Plant Operator	hr	
	Ganger - 1	hr	
	<b>Saturday pm and Sunday all day</b>		
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Joiner	hr	
	Steelfixers	hr	
	Working Foreman	hr	
	Lorry Driver	hr	
	Plant Operator	hr	
	Ganger - 1	hr	
	<b>Nightshlft (1900hrs - 0700hrs)</b>		
	Labour Skill Level 3	hr	
	Labour Skill Level 2	hr	
	Labour Skill Level 1	hr	
	Joiners	hr	1
	Steelfixers	hr	1
	Working Foreman	hr	
	Lorry Driver	hr	
	Plant Operator	hr	
<b>Notes:-</b>			
1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part B			
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E			
3. Rates exclude BBUK Uplift Percentages			
4. Rates applicable upto 30 June 2010			

000031



**ON STREET SUPPLEMENTAL AGREEMENT**

APPENDIX 2 SECTION B Part (iv) Large Plant

<b>LARGE PLANT</b>			
<b>Applicable to All Subcontractors</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>
<b>Excavators</b>			
1	JCB 2CX/Tractaire	hr	
2	JCB 3CX	hr	
3	3T Tracked	hr	
4	5T Tracked	hr	
5	7T Tracked	hr	
6	8T Tracked	hr	
7	13T Tracked	hr	
8	14T Tracked	hr	
9	16T Tracked	hr	
10	20T Tracked	hr	
11	22T Tracked	hr	
12	25T Tracked	hr	
13	35T Tracked	hr	
14	40T Tracked	hr	
15	45T Tracked	hr	
16	14T Wheeled	hr	
17	16T Wheeled	hr	
18	22T wheeled	hr	
19	D6 Widespread Dozer	hr	
20	Hydraulic Breaker - Mini	day	
21	Hudraulic Breaker - 13T	day	
22	Hydraulic Breaker - 20T	day	
23	Road railer	hr	
<b>Haulage</b>			
24	3t Dumper 4wd Hydraulic Tipping	week	
25	5t Dumper 4wd Hydraulic Tipping	week	1
26	6t Dumper 4wd Hydraulic Tipping	week	1
27	9t Dumper 4wd Hydraulic Tipping	week	1
28	12tDumprtruck on floating tyres - SD	week	5
29	EO Dumpers for Turntable Skip	week	
31	16t (6 wheel) Tipper Lorry	hr	
32	20t (8 wheel) Tipper Lorry	hr	
33	32t (articulated) Tipper Lorry	hr	
34	tipping charge	nr	
35	Hiab ( 8 wheel)	hr	
36	Hiab ( 6wheel)	HR	
37	Low Loader (articulated)	hr	
38	Flat Bed with Hiab 7.5T	hr	
40	Flat Bed 7.5T	hr	
41	Telehandler 14m	wk	2
42	Telehandler 12m	wk	2
43	Telehandler 17m	wk	4
44	Telehandler 7m	wk	2
<b>Road Planers</b>			
45	Road Planer 1200	day	
46	Mini Patch Planner	day	
47	Road Planner 2m	day	
48	Road Planner 300mm	day	
49	Road Planner 350mm & Sweeper Package	day	

**Notes:-**

1. Rates prepared in accordance with Appendix 2 Section A - Cost and Uplift Definitions Part C
2. Rates exclude any Subcontractor Preliminaries Uplift as defined in Appendix 2 Section A - Cost and Uplift Definitions Part E
3. Rates exclude BBUK Uplift Percentages
4. Rates applicable up to 30 June 2010
5. Operator Overtime Rates, as detailed below, shall apply as noted in Appendix 2 Section A Part C
 

<b>Weekdays in excess of 10hr Shift (exc night shift)</b>	£10.69/hr
<b>Saturdays after 1200hrs, Sundays all day</b>	£13.90/hr
<b>Public Holidays all day &amp; Night Shift (19:00-07:00)</b>	£14.40/hr

000032

**ON STREET SUPPLEMENTAL AGREEMENT**  
APPENDIX 2 SECTION B Part (v) Unmanned and Small Plant

<b>UNMANNED AND SMALL PLANT</b>			
<b>Applicable to All Subcontractors</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Agreed Rates</b>
<b>Compaction</b>			
1	Vibrating Plate Compactor (reversible)	week	36.00
2	Tamper (RAMMER)	week	22.30
3	Single Drum Vibro Roller (pedestrian operated) 18"	week	32.00
4	Double Drum Vibro Roller (pedestrian operated) BOMAG 80	week	79.00
5	Double Drum Vibro Roller (pedestrian operated) BOMAG 120	week	120.00
6	Multi Purpose Compactor (Remote Control) 1.5t	week	180.00
7	Self Propelled Tandem Vibro Roller up to 4t	week	144.00
8	RAMAX TRENCH ROLLER	week	190.00
<b>Concrete</b>			
9	Concrete Pump (16m3)	day	350.00
10	Concrete Pump (26m3)	day	400.00
11	Grout mixer / pump (SIKA Only)	week	450.00
12	Power Float - 36"	week	23.90
13	Vibrator inc petrol generator (high frequency)	week	46.97
14	Scabblar inc petrol generator - 3 HEADED	week	32.48
15	Concrete Planer - Anchor -	week	25.00
16	Concrete Planer - Floor	week	80.54
<b>Compressors and Tools</b>			
17	Compressor 85cfm	week	37.50
18	Compressor 125cfm	week	42.00
19	Compressor 150cfm	week	47.25
20	Chipping Hammer	week	11.75
21	Chisel/Point/Chipping Cutter	week	2.00
22	Chisel/Point/Tar Cutter	week	2.00
23	28kg Air Breaker	week	12.96
<b>Generators</b>			
24	Generator 2.2KvA inc drip tray	week	15.00
25	Generator 3.5KvA inc drip tray	week	19.00
26	Generator 20KvA inc drip tray	week	77.88
27	Generator 80KvA inc drip tray	week	120.00
<b>Accomodation/Storage</b>			
28	10' Container Mobile Mini	week	10.00
29	3 in 1 toilet (sump and water tank Inc.)	week	63.71
30	32' office unit	week	35.00
31	32' canteen unit	week	37.00
32	32' drying room	week	34.00
33	Steel Container	week	12.50
34	Oasis Unit	week	232.50
35	Toilet (single unit)	week	26.25
36	Rollalong Unit (Oasis Type)	week	179.50
<b>Saws(excluding consumables)</b>			
37	Stihl Saw	week	9.20
38	Road Saw	week	21.68
39	Bench Saw - 16"	week	19.36
40	Dust Supression Kit	week	1.90

000033

**ON STREET SUPPLEMENTAL AGREEMENT**  
**APPENDIX 2 SECTION B Part (v) Unmanned and Small Plant**

<b>UNMANNED AND SMALL PLANT</b>			
<b>Applicable to All Subcontractors</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Agreed Rates</b>
	<b>Pumps</b>		
41	2" centrifugal	week	13.50
42	2" Submersible	week	78.60
43	3" centrifugal	week	25.00
44	3" Submersible	week	100.50
45	4" centrifugal	week	140.60
46	4" Silenced	week	179.28
47	6" centrifugal	week	181.31
48	6" Silenced	week	240.23
	(all include 10m suction hose, 20m delivery hose & drip trays)	week	
	<b>General</b>		
49	Forklift 4wd (JCB Loadall or equivalent)	week	220.00
50	Bucket	week	15.00
51	Forklift 2t/4m	week	175.00
52	Road Plates	week	12.40
53	Road Plates - Anti Skid	week	20.00
54	Water Bowser - 250g	week	20.00
55	Fuel Bowser - 250g	week	20.60
56	Fuel Bowser - 500g	week	26.80
57	HAVS Monitoring Equipment - Base	week	35.00
58	HAVS Monitoring Equipment - Kit each	week	15.00
59	Skip 14yd enclosed	uplift	217.50
60	Skip 12yd	uplift	200.00
61	Skip 16yd	uplift	218.00
62	Skip 8yd	uplift	158.10
63	Lighting Tower - VT1	week	96.50
	<b>Survey Equipment</b>		
64	Laser	week	28.80
65	Total Station	week	54.00
66	Prima Station	week	6.00
67	level	week	7.00
68	CAT & Signal Generator	week	14.25
69	Pipe Laser	week	26.00
70	Rotating Laser	week	24.65
71	Road Sweeper	hr	23.50
72	Gas Monitor & Kit	week	87.50
73	Two Way Radios - per handset	week	6.00
	<b>Miscellaneous Items</b>		
74	Heras Fencing - Anti Climb	week	1.14
75	Rhino Barrier or similar (incl mesh barrier)	week	5.46
76	Cover Meter	week	50.00
77	Kerb Lifter/Slab Lifter manual	week	13.00
78	Kerb Lifter/Slab Lifter suction	week	36.00
79	Kerb Lifter Mechanical	week	40.00
80	Stand Pipe	week	6.00
81	Crusher	hr	89.21
82	Crew Bus	week	160.00
83	Transit Van	week	120.00

000034