

Date	Revision	Checked	Approved	Page 42 of 44	Remaining Work	Critical Remaining Work	Summary
29-Jul-10	Project Carlisle Programme	SSC/MHE	BSC				

Task ID	Description	Start	End	Duration	Value
7A-04-TRCK-140(3)	Reinforced Earth Embankment	44d 28-Jan-11	28-Mar-11	122d	
7A-04-TRCK-60	Drainage	12d 29-Mar-11	14-Apr-11	122d	
7A-04-TRCK-90	Ducting & OLE Foundations	11d 15-Apr-11	29-Apr-11	122d	
7A-04-TRCK-140	Sub base & Ballast	10d 03-May-11	16-May-11	122d	
7A-04-TRCK-100	Track Laying (400m)	18d 17-May-11	10-Jun-11	122d	
7A-04-SIGN-70	wayside preparation for loops(0) and boxes(4)	2d 09-Jun-11	10-Jun-11	235d	
7A-04-TRCK-66	Top Ballast	5d 13-Jun-11	17-Jun-11	122d	
7A-04-TRCK-110	Fencing & Trackside Finishes	16d 20-Jun-11	05-Jul-11	343d	
Gogarburn Bridge to Ingliston Tram Stop Ch 400 to 500					
7A-04-TRCK-150	Pre Earthworks Drainage	4d 24-Aug-10	27-Aug-10	170d	
7A-04-TRCK-30	Earthworks	1d 30-Aug-10	30-Aug-10	184d	
7A-04-TRCK-51(3)	Drainage	1d 31-Aug-10	31-Aug-10	261d	
7A-04-TRCK-50	OLE Foundations & ducts	5d 01-Sep-10	07-Sep-10	281d	
7A-04-TRCK-40	Sub base & Ballast	10d 08-Sep-10	21-Sep-10	261d	
7A-04-TRCK-70	Track Laying (1750m)	20d 22-Sep-10	19-Oct-10	261d	
7A-04-SIGN-60	wayside preparation for loops(0) and boxes(8)	2d 18-Oct-10	19-Oct-10	389d	
7A-04-TRCK-76	Top Ballast	20d 25-Oct-10	18-Nov-10	261d	
7A-04-TRCK-80	Fencing & Trackside Finishes	15d 17-Nov-10	09-Dec-10	482d	
Gogarburn Bridge to Ingliston Tram Stop Ch 500 to 750					
7A-04-TRCK-210	Pre Earthworks Drainage	13d 12-Jul-10	28-Jul-10	170d	
7A-04-TRCK-160	Earthworks	5d 29-Jul-10	05-Aug-10	170d	
7A-04-TRCK-51(3)10	Drainage	18d 06-Aug-10	31-Aug-10	170d	
7A-04-TRCK-180	OLE Foundations & ducts	28d 01-Sep-10	08-Oct-10	170d	
7A-04-TRCK-190	Sub base & Ballast	23d 07-Oct-10	08-Nov-10	170d	
7A-04-TRCK-200	Track Laying	30d 09-Nov-10	21-Dec-10	170d	
7A-04-SIGN-80	wayside preparation for loops(0) and boxes(8)	2d 20-Dec-10	21-Dec-10	345d	
7A-04-TRCK-95	Top Ballast	20d 22-Dec-10	01-Feb-11	217d	
7A-04-TRCK-170	Fencing & Trackside Finishes	25d 02-Feb-11	08-Mar-11	428d	
Ingliston Park and Ride Tram Stop					
7A-04-TRMS-20	wayside issued	0d 12-Jul-10		355d	
7A-04-TRMS-90	Civil Engineering and Building Works	65d 23-Nov-10	08-Mar-11	176d	
7A-04-TRMS-30	Access for visual inspection for E&M Tram Stop Installation (07A Ingliston Park+Ride)	0d 14-Jan-11		480d	
7A-04-TRMS-40	Deliver and Install Shelter	10d 02-Feb-11	15-Feb-11	250d	
7A-04-TRMS-31	Access for E&M Tram Stop Installation (07A Ingliston Park+Ride)	0d 15-Feb-11		275d	
7A-04-TRMS-45	Deliver and Install cubicle	10d 16-Feb-11	01-Mar-11	250d	
7A-04-TRMS-50	Install LV Power Supply and LV Power Equipment	25d 02-Mar-11	06-Apr-11	250d	
7A-04-TRMS-70	Install Telecom Equipment	20d 07-Apr-11	05-May-11	250d	
7A-04-TRMS-60	Install Station Control Equipment + AFC Equipment	25d 07-Apr-11	12-May-11	250d	
7A-04-TRMS-80	Package Test Tramstop	5d 13-May-11	19-May-11	250d	
Ingliston Park and Ride Substation					
7A-01-SUBS-110	wayside granted (BA& + substation area)	0d 12-Jul-10		269d	
7A-01-SUBS-120	meter issue for power supply clarified	0d 12-Jul-10		269d	
7A-04-SUBS-90	Civil Engineering and Building Works	65d 25-Oct-10	07-Feb-11	184d	
7A-01-SUBS-130	Installation HV cable	40d 20-Dec-10	25-Feb-11	183d	
7A-04-SUBS-30	Access for visual inspection for E&M Substation Installation (07A Ingliston Park and Ride)	0d 07-Jan-11		183d	
7A-04-SUBS-100	cable duct for Power Infeed	5d 10-Jan-11	14-Jan-11	183d	

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Date	Revision	Checked	Approved	Page 43 of 44	Legend
29-Jul-10	Project Carlisle Programme	SSC/MHE	BSC		<ul style="list-style-type: none"> Remaining Work Critical Remaining Work Actual Work Summary Milestone

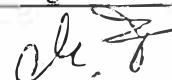
Task ID	Description	Start	End	Duration	Status
7A-04-SUBS-31	Access for E&M Substation installation (02A Ingleston Park and Ride)	0d 07-Feb-11		183d	
7A-04-SUBS-40	Power Infeed from Public Net available inc HV cable	0d 28-Feb-11		183d	
7A-04-SUBS-45	Install HV Power Supply and Equipment (SP)	15d 28-Feb-11	18-Mar-11	183d	
7A-04-SUBS-80	Install LV Power Supply and LV Power Equipment	15d 21-Mar-11	11-Apr-11	346d	
7A-04-SUBS-55	Energisation Scottish Power	0d 05-Apr-11		410d	
7A-04-SUBS-70	Install Telecom and Scada	15d 12-Apr-11	03-May-11	346d	
7A-04-SUBS-60	Installation of TPS Equipment	30d 04-May-11	15-Jun-11	346d	
7A-04-SUBS-80	Testing and Commissioning	14d 16-Jun-11	05-Jul-11	346d	
07-04-TRAM-20	Track Testing of Tram	20d 16-Aug-11	16-Sep-11	295d	
07-04-TRAM-20	Track Testing of Tram	20d 19-Aug-11	16-Sep-11	295d	
Ingleston Park & Ride (exc.) to Edinburgh Airport (inc.)					
Design					
7A-05-TRCK-10	Issue Construction Drawings Trackwork (New Ingleston Ltd)	0d	12-Jul-10	588d	
7A-05-TRCK-20	Issue Construction Drawings Gogarburn RW's Redesign	0d	12-Jul-10	119d	
Trackwork (833m)					
7A-05-TRCK-70	Track Laying (833m)	30d 06-May-11	20-Jun-11	119d	
7A-05-SIGN-70	point machine mechanical set up	20d 06-May-11	06-Jun-11	127d	
7A-05-SIGN-80	wayside preparation for loops(4) and boxes(12)	10d 06-Jun-11	20-Jun-11	230d	
7A-05-TRCK-76	Top Ballast	10d 16-Jun-11	30-Jun-11	119d	
7A-05-JNCS-60	Installation of traffic light control - Junction 210	4d 20-Jun-11	24-Jun-11	226d	
7A-05-TRCK-80	Fencing & Trackside Finishes	17d 30-Jun-11	25-Jul-11	308d	
Ingleston Park & Ride to Histon Ch 1750 to 2040					
7A-05-TRCK-60	Drainage	3d 12-Jul-10	14-Jul-10	298d	
7A-05-TRCK-50	OLE Foundations & Ducts	3d 15-Jul-10	19-Jul-10	300d	
7A-05-TRCK-40	Sub Base & Ballast	7d 20-Jul-10	28-Jul-10	301d	
EAL Programme					
7A-05-W14A-40(3)	Drainage	5d 15-Jul-10	21-Jul-10	298d	
7A-05-W14A-45(3)	OLE Foundations / Street Lighting & Ducts	8d 22-Jul-10	03-Aug-10	298d	
7A-05-W14A-50(3)	Earthworks Finishes sand layer / sub base	5d 04-Aug-10	10-Aug-10	298d	
7A-05-W14B-05(3)	Obtain EAL Permit	30d 12-Jul-10	24-Aug-10	162d	
7A-05-W14B-10(3)	Earthworks (Fill 2300m3, Cut 2900m3, cap 680m3)	22d 24-Aug-10	23-Sep-10	162d	
7A-05-W14B-15(3)	Drainage	10d 23-Sep-10	07-Oct-10	162d	
7A-05-W14B-25(3)	Install Temporary Works	5d 23-Sep-10	30-Sep-10	162d	
7A-05-W14b-20(3)	14b Reinforced Earth Wall	10d 30-Sep-10	14-Oct-10	162d	
7A-05-W14B-30(3)	14c Reinforced Earth Wall	10d 07-Oct-10	21-Oct-10	162d	
7A-05-W14B-35(3)	OLE Foundations / Street Lighting	10d 21-Oct-10	04-Nov-10	162d	
7A-05-W14B-40(3)	Footpath Works	8d 04-Nov-10	16-Nov-10	162d	
7A-05-W14B-45(3)	Signalized Junction at Eastfield Avenue	8d 18-Nov-10	28-Nov-10	162d	
7A-05-W14B-50(3)	Earthworks sand / subbase / ballast	7d 26-Nov-10	08-Dec-10	162d	
7A-05-W14B-55(3)	Crash Barrier Installation	8d 08-Dec-10	20-Dec-10	475d	
7A-05-W14B-60(3)	Eastfield Avenue	52d 08-Dec-10	104-Mar-11	162d	
7A-05-W14C-05(3)	Obtain EAL Permit	30d 12-Jul-10	24-Aug-10	119d	
7A-05-W14C-10(3)	Earthworks (cut 3600m3, Fill 1900m3)	20d 24-Aug-10	21-Sep-10	119d	
7A-05-W14C-15(3)	Install temporary works	20d 21-Sep-10	19-Oct-10	119d	
7A-05-W14C-20(3)	14d RC Retaining Wall	98d 19-Oct-10	121-Mar-11	119d	

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APPENDIX 5.2

SECTIONAL COMPLETION DATES

Section	Scope	Target Date	Remarks
A	Section A means completion of the Depot (fully functional including energisation) and the first Tram delivered to the Site and assembled;	24. May 2011	finish of access bridge construction not mandatory for that milestone
B	Section B means completion of the test track functional from the Depot west entry/exit to the airport, and five Trams delivered to the Site and assembled with the first Tram to have completed the Tram Type Test and the remaining Trams to have completed the Tram Commissioning Routine Tests, such tests as described in the Employer's Requirements and the completion of all tests required to enable the commencement of Driver Training;	15. September 2011	Allows one year + shadow running remaining time for driver training - lineside systems fully functional - OCC and radio communication functional only as far as available
C	Section C means the carrying out and completion of the section from Airport to Haymarket and the completion of all tests required by the Employer's Requirements in relation to that Section, including those System Acceptance Tests that must be successfully completed prior to shadow running as provided for in the Employer's Requirements;	End of construction 22. May 2012 End of T&C 20. August 2012	3 month for Testing & Commissioning (OCC and radio communication fully functional)
D	Section D means the completion of shadow running and commencement of revenue service approval obtained and the completion of all tests required by the Employer's Requirements in relation to that Section, including those System Acceptance Tests that must be successfully completed to enable Service Commencement; Tram Commissioning Routine Tests performed for trams	19. November 2012	





Bilfinger Berger Siemens CAF Consortium
9 Lochside Avenue
Edinburgh
EH12 9DJ

Our Ref: INF CORR 5858

Date: 24th August 2010

DELIVERED BY HAND TO MR KITZMAN

STRICTLY CONFIDENTIAL – LEGALLY PRIVILEGED AND FOISA EXEMPT

Dear Sirs,

Project Carlisle – Proposal for discussion and finalisation

We confirm that your letter dated 29 June 2010 (reference 25.1.201/RJV/6133) does not form a basis on which the process we jointly refer to as Project Carlisle can be concluded. After preliminary discussions held in May of this year we set out an outline of the scope and terms that would enable us to jointly implement the best options referred to by Mr. Kenneth Reid in his letter to our Chairman on 5 March 2010.

Despite the disappointment of receiving your letter in late June, we have been encouraged by the involvement of Mr. Ed Kitzman in agreeing and contributing to the content of our letter dated 22 June 2010 (reference INF CORR. 5410) and his being actively and constructively involved in the work we have pressed forward with since receiving your letter. We are pleased to note that when he met Mr. Anthony Rush and Mr. James Molyneux on 17 August he was broadly in agreement with the outline explanation given to him which described the scope and reasoning of what we set out below and the programme for bringing this matter to a conclusion.

We have on a number of occasions expressed our appreciation of Mr. Kitzman – we would add that he has also given our stakeholders confidence that the Infraco Consortium can deliver an Edinburgh Tram Network whilst maintaining the integrity of the Infraco Contract.

Our proposal, referred to as **The Guaranteed Maximum Price tie Change ("GMP")**, is explained by this letter and the draft documents attached hereto. They are without prejudice to our rights under the Infraco Contract and in Law and the proposal cannot be founded upon by the Infraco Parties or any other parties in any proceedings, or be construed to be an offer (either in part or in whole) capable of acceptance without our expressed agreement in writing. Any agreement which arises from this letter will be subject to a Deed of Variation approved by a Minute of the Limited's Board. Moreover, our proposal cannot be construed as implying tie's admission of any liability to the Infraco Parties or tie's waiver of any rights or claims against the Infraco Parties.

Citypoint Offices, 65 Haymarket Terrace, Edinburgh, EH12 5HD

Tel: + [REDACTED] Email: info@edinburghtrams.com Fax: + 44 (0) 131 623 8601 Web: www.edinburghtrams.com

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Governance and Guiding Principles

Acknowledging that after 28 months there have been circumstances which were excluded from the Contract Price - arising from Specified Exclusions, Provisional Sums, Pricing Assumptions and the requirements of third parties and tie - the objective of Project Carlisle is to put the parties into the position in which they would have been at May 2008, had such changes been known at the time. In doing so we are *inter alia* governed by the Ethical Standards in Public Life etc. (Scotland) Act 2000 - Model Code of Conduct and EU Procurement Law. What we agree with the Infraco has to be in the public interest. Moreover, it has to protect the integrity of the Infraco Contract arrived at after an advertised competition. Moreover, as far as we can, we have satisfied ourselves that had the original tender been based on what we propose it would not have altered the outcome of the pre-qualification and tender processes.

You will be well aware that from the outset there were expectations by some that the Infraco Contract gave certainty of out-turn cost. Whether such expectations were realistic or not is not material to us here other than to emphasise that after 28 months it is wholly reasonable to expect, and indeed require, the Infraco to agree to giving tie (and thereby the Public) price certainty. Consequently our proposal extinguishes the Infraco's ability to claim for additional payments arising pursuant to Schedule Part 4 of the Infraco Contract. Moreover, with the exception of certain enabling works to the Edinburgh Gateway Project (formerly known as Gogar Interchange), tie's ability to vary the scope of the Infraco Works will be limited to it being necessary for the satisfactory and contractually compliant completion of the Infraco Works.

Arriving at a revised Contract Price

Factually, the Infraco has not substantiated sufficient of its purported claims for additional payment under the Infraco Contract for such substantiation to be used as a basis for coming to a revised Contract Price. We have therefore, in addition to attempting to put the Parties back to where they would have been in May 2008, broadly adopted the following principles:

1. Hadley & Baxendale - payments which may fairly and reasonably be considered as either arising naturally in the normal course of things, or may reasonably have been contemplated by both Parties when they entered into the Infraco Contract.
2. Without admitting that tie is in default, referring to the principles articulated under Clauses 88.8.1 to 88.8.4 of the Infraco Contract when determining fair value.

In considering all of the issues, we have decided that the following items are to be excluded and should be subject to separate investigation and negotiation:

- All works executed under or in connection with the Princes Street Supplemental Agreement.
- Any payment to the SDS Provider and/or liability of the SDS Provider.

Proposed revised Scope

The Infraco Works are to be separated into two parts:

- Part A Airport to Waverley Bridge
- Part B Waverley Bridge to Newhaven

Part A – Airport to Waverley Bridge.

With the exception of those works detailed in Appendix B, completion of the Infraco Works in Part A is to be executed by the Infraco in accordance with the revised Sectional Completion Dates explained below.

For Part A, the Infraco will be required to deliver no more than 20 Trams

Part B – Waverley Bridge to Newhaven

At its absolute discretion tie may instruct the Infraco to carry out the Infraco Works (excepting those omitted Civil Engineering Works) between Systems Points and to deliver the remaining 7 Trams.

Our proposal is based on the premise that the Infraco will not be required to carry out any further Civil Engineering work east of Haymarket, other than completing the Enabling Works in Section 1A and correcting defects between Lothian Road and Waverley Bridge. Our reasoning includes:

- The Infraco Members have expressed a strong desire not to carry out any Civil Engineering works east of Haymarket.
- At the present time, subject to programming for traffic management and embargo restrictions, the Infraco could be carrying out work to all but approximately 1 kilometre of On-street trackwork.
- To date the Infraco Parties have failed to issue an assured integrated design for the track and track foundation which has been approved by the Roads Authority and competent to achieve no objection from the Independent Competent Person.
- We have no confidence that the Infraco Parties, including SDS, have sufficient experience to produce such a design which represents best value, taking account of whole life costs.
- The work carried out in Princes Street is defective. The defects suggest that the Infraco Parties do not have adequate knowledge of the DMRB and local materials. The Infraco has failed to produce a remediation plan and tie has had to consequently issue a Remediable Termination Notice pursuant to Clause 90.1.2.
- Moreover, the defects suggest that the Infraco Parties do not possess the skilled resources and supervision required to satisfactorily complete 7.5 km of On-street work to sensitive city streets.
- The Infraco's behaviour when coming across adverse conditions is contrary to the spirit of co-operation and expediency required for such work.

Revised dates for completion, liquidated damages, programme etc.

The Infraco has made no properly detailed submissions for extension of time other than in respect of Rev 1 and MUDFA Rev 8. The former has been granted and Robert Howie QC has determined by adjudication the Infraco's entitlement in respect of the latter. We also note that tie offered a global nine months' extension of time on 13 November 2009.

We have decided therefore that it would be fair and reasonable, taking account of the circumstances explained below, to set new Sectional Completion Dates where Robert Howie has determined them (albeit not finally binding on the Parties) with the exception of where he has decided that the Infraco has no further entitlement. For those sections we set them in accordance with tie's letter of 13 November 2009.

The revised Completion Dates for Part A become:

Section A	Set by Robert Howie QC	2 November 2010
Section B	Set by tie letter dated 13 November 2009	1 April 2011
Section C	Set by tie letter dated 13 November 2009	1 December 2011
Section D	Set by tie letter dated 13 November 2009	6 June 2012

Programming

In relation to the revised Infraco Works from the Airport to Waverley Bridge, other than requiring you to meet the above dates we see no reason why at this late stage we should not revise the requirements of Clause 60 in relation to Schedule Part 2 (Employer's Requirements) and we have put forward suitable changes to these provisions in the attached draft tie Change Order.

To assist you in meeting the revised Completion Date for Section D we are prepared to discuss with you measures which will allow us to reduce the period between the completion of Section C and Section D. Such measures may require giving us partial access to Section B works; storing and reducing the number of trams delivered as part of Part A Scope.

Access for the Infraco to carry out the Infraco Works from Waverley Bridge to Newhaven will be at the absolute discretion of tie and subject to individual programmes between "Systems Points" which are consistent with systems control, power supply, tramstops and parking for "dead" trams. It is our intention to establish a temporary System Point at St Andrews Square.

Liquidated Damages

As the calculation of losses reflected in Liquidated Damages will not be less for a truncated project, Liquidated Damages for Sectional Completion of Part A remain as stipulated by Clause 62 of the Infraco Contract. We will set Liquidated Damages for Part B at the anticipated cost of maintaining traffic management and direct supervision for the individual programmes of works to be carried out between Systems Points.

Excluded Items

Works executed to Princes Street (Lothian Road to Waverley Bridge)

Final agreement of the costs claimed by the Infraco arising from the Princes Street Supplemental Agreement will in any event not be possible until the Infraco and tie have agreed a Remediation Plan which is approved by the Roads Authority. In the meantime, tie will continue to pay, on-account, the amount currently certified as an interim payment, under reservation of being able to reduce such payment on a final conclusion as to liability.

SDS Provider

We are puzzled by your inclusion of the SDS Provider's claim for a payment of £16.275 million. It leads us to conclude that it deserves further investigation. We intend therefore to carry out a detailed investigation and audit of how the SDS Provider has performed and how the Infraco has managed them. Part of that investigation will take account of the agreement you admit has been entered into between Bilfinger Berger (and possibly others) with Parsons Brinkerhoff (and possibly others).

Until such time as we are able to come to a conclusive decision on the liabilities owed by us, or owed to us, we intend to agree to no further payment for the SDS Provider. Moreover, we reserve our rights to pursue any of the Infraco Parties (either individually or jointly) for recovery (under the Infraco Contract or in delict) of any losses and damages suffered by tie and arising from breach of contract, negligence, misrepresentation or any other wrongful act on the part of the SDS Provider or any other Infraco Party in relation to the services provided by the SDS Provider.

The SDS Provider and the Infraco are required to fulfil their obligations to deliver the design services relating to Phase 1b. In the event that they fail to do so, tie will recover the amounts previously paid to the SDS Provider for these services from payments due to the Infraco.

For the purposes of the GMP, Clause 61.8 will be deleted.

Conditions

Any Agreement arising from this proposal will *inter alia* be subject to the following conditions:

- The Infraco shall procure such design assurance as is necessary for the Independent Competent Person to admit a design for the On-Street trackwork which is approved by and meets the requirements of the Roads Authority and of tie acting with absolute discretion.
- The completed, approved, assured, integrated and compliant Design for the Edinburgh Tram Network Phases 1a and 1b, will include certification thereof by each Infraco Member, the SDS Provider and any Infraco Party or SDS Provider Party involved in the production or development of Design or the Infraco's Design.
- The Infraco shall be responsible for all additional costs which may arise from any development or revision to the design of the Infraco Works other than as required by a tie Change.
- The Infraco shall be entitled to the benefits of any value engineering savings achieved from the date of the Agreement.
- The Infraco shall not be entitled to extension of time to the revised Sectional Completion Dates for Sections C and D unless:
 - a tie procures and completes the Civil Engineering Work from Haymarket to Lothian Road in such time as would prevent the Infraco, working reasonably in Designated Working Areas, from achieving those revised Sectional Completion Dates; and
 - b tie issues a Change Order pursuant to revised Clause 80.

- The On-street Civil Engineering works shall be completed by others under the direct supervision of **tie**. Other than providing design assurances in respect of the design of such works as directed by **tie**, the Infraco shall have no liability for such works. However, the Infraco shall be responsible for integrating the design of the E&M Works with the On-street Civil Engineering works.
- The Infraco shall be responsible for those Trams which have been constructed and commissioned pursuant to the Tram Supply Agreement but which are not required to run on the Edinburgh Tram Network which is constructed under the GMP Scope. The revised Contract Price shall include for any and all storage charges, in Spain or elsewhere, or any other costs and expenses related to the spare Trams which have arisen and may arise as a consequence of delay to the completion of the Infraco Works.
- The Infraco shall deliver to **tie** all information required by the Infraco Contract for all Key Sub-contractors the Infraco intends to employ on the Infraco Contract.
- The Infraco Parties shall disclose all agreements which they have entered into together since 14 May 2008, howsoever arising and which they would have not entered into but for their involvement in the Infraco Contract.
- Pursuant to Clause 26 the Infraco will submit for **tie**'s approval full details of the experience and qualifications of the Infraco Representative and such approval shall be at the absolute discretion of **tie**.
- Only persons nominated as Key Personnel shall have day-to-day responsibility for and be involved in the performance of the Infraco Works.
- The Infraco shall design, carry out and complete enabling works for the Edinburgh Gateway Project at a reasonable price and use reasonable endeavours to complete such works without causing delay to the completion of the revised Infraco Works - Part A.
- The Infraco shall install On-street trackwork to Part A and Part B in accordance with the Infraco Contract and subject to **tie** issuing the Infraco with 14 days' notice to commence work and in accordance with the following provisions:
 1. Providing, taking from store, delivering to site, permanently installing in accordance with the assured integrated design approved pursuant to Clause 19 and by **tie**, in accordance with a reasonable programme agreed by **tie**, track rails and their supports and sleepers on a foundation prepared by others.
 2. The Infraco shall provide and permanently install in accordance with the said design composite packers to the rail flanges prior to handing over the installed track to **tie**.
 3. Other than for its design, the Infraco will bear no responsibility for the foundation to the track, or for any of the omitted civil engineering works subsequent to the installation of the track.
- **tie** shall be entitled to instruct the commencement of all or part of the Part B works at any point up to, but not later than, five years from the date that **tie** issues a Sectional Completion Certificate pursuant to Clause 44.3 of the Infraco Contract for Section D under Part A of the GMP Scope of Works.

- For the purposes of section 2.7.4 of the Employers Requirements, the required maximum journey time for St Andrews Square to the Airport will be 28 minutes, 53 seconds.

Revised Contract Price

The revised Contract Price, which comprises the total capital expenditure and revenue expenditure payable to the Infraco, including for all entitlements to additional payments (both agreed and not agreed) up to the date of the Deed of Variation, is as follows:

Part A	£
Construction Works Price Part A	216,492,216
SDS Price	To be determined
PSSA Payment	To be determined
Tram Supply Price	45,893,997
Infraco Maintenance Mobilisation	1,633,522
Tram Maintenance Mobilisation	2,275,806
Infraco Spare Parts	1,013,090
Part B	£ £

Construction Works Price Part B (subject to Prolongation Costs and interim payments for materials as below). The price for each of the following sections shall be subject to separate payment mechanisms for trackworks and other works:

Waverley Bridge to St. Andrew's Square

St. Andrew's Square to York Place

York Place to Foot of the Walk

Foot of the Walk to Ocean Terminal

Ocean Terminal to Newhaven

Part B Sub-Total

SDS Price	22,595,033
Tram Supply Price	9,887,637

Infraco Maintenance Mobilisation	Included in Part A
Tram Maintenance Mobilisation	148,770
Infraco Spare Parts	Included in Part A

Prolongation Costs – Part B only

Reimbursement will be predicated on the assumption that the above rates will be subject to payment from 30 June 2012 for increases in labour and plant costs, calculated annually in line with the CPI published at each 30 June 2013, 2014 etc. (or some such other method to be agreed.)

Interim payment for materials - Part B only

The Infraco shall be entitled to on-account interim payment for materials (on-site or off-site) provided that:

- i. they are required for the purposes of the revised Infraco Works and have been subject to a binding contract for their purchase prior to the date of any Agreement arising from this proposal;
- ii. (a) the materials have been ordered and delivered prior to the date of any Agreement arising from this proposal, or (b) after the date of any Agreement arising from this proposal they are by written instruction from tie ordered and delivered to a location agreed with tie;
- iii. they are part of an integrated assured design which has been fully approved under the terms of the Infraco Contract. Such approval will include, but not be limited to, Roads Authority Approval;
- iv. tie agrees, acting reasonably, that title is unambiguously and irrevocably jointly in the names of tie and the City of Edinburgh Council and their assignees and successors;
- v. where it is necessary to vest the ownership it will be in the name of the City of Edinburgh Council and the materials will be stored separately and identified clearly as being the property of the City of Edinburgh Council;
- vi. the Infraco insures and keeps insured with a reputable insurer all materials against loss, damage (however so arising) and theft;
- vii. the on-account advance payment will not exceed 70% of its certified invoiced cost less a reasonable allowance for shipping and delivering the materials to Site;
- viii. an Infraco Party will provide an On-demand Guarantee or Insurance Bond in favour of tie and The City of Edinburgh Council to the full value of the vested materials plus an allowance for their shipping and delivery to site; and
- ix. notwithstanding the Dispute Resolution Procedure, any disputes or differences arising in connection with interim payments for materials will be decided at the absolute discretion of tie.

Milestone Payments

Subsequent to agreement of the revised Contract Price, Construction Milestones will have to be agreed from which interim payments may be determined.

The opening values should be calculated:

- Construction - as previously certified less any payment for PSSA and the SDS Provider;
- Preliminaries recalculated as a proportion of Construction Milestone values.

Interim values will be calculated:

- Construction Milestones – as and when completed
- Preliminaries – pro-rata to the difference between the opening value calculated above and the total value of Construction Milestones shown above.
- Any overpayment or underpayment at opening shall be adjusted over a 12 month period at monthly tranches.

Bonds & Guarantees etc

There will be no revision to the Infraco's obligations pursuant to Clauses 74 to 78 inclusive.

Maintenance Agreements

We do not propose amending the terms of the Infraco Contract or Tram Maintenance Agreements other than to reduce the separate payment for each of Part A and Part B on a pro-rata basis to the number of Trams delivered or length of track commissioned.

Reaching an Agreement

Whilst the involvement with Mr. Kitzman will have ironed out many of the points of difference which may otherwise have existed in relation to the revised scope and terms, we recognise that there are still some issues we have not discussed with him. Mr. Kitzman has given us good access to the cost base for future Civil Engineering Works and we have based our pricing proposal on the information given to us. We have also had constructive discussions with him about design and future management of the project which has guided our proposal.

However, you have made it clear to us that Mr. Kitzman is only acting in the capacity of, as you put it, a "point of contact". In our eyes he does not have the authority to reach a final agreement on behalf of all Infraco Parties. Lessons were learned by tie and its stakeholders back in May 2008 at the time the Infraco Contract was entered into. Stakeholders in tie are clear that there can be no repeat of "last minute" changes in terms and price by the Infraco. It is essential therefore that we work together to the timetable outlined to Mr. Kitzman on 17 August and that the Principals involved are acting as members of and with the full authority of the relevant Parent Company Board responsible for the Infraco Contract.

Timetable

Activity	By whom	When (2010)
Explain Scope	Joint PC Teams	Done
Finalise and Issue Counter Offer	tie PC Team to Infracore PC Team	24 August
Meet and discuss Counter Offer	Joint PC Teams	25 – 28 August
Revise Counter Offer (if required)	Joint PC Teams	29 August
Meet to finalise price and outstanding terms	Principals and advisors	By 3 September
Agree HOTs	Companies and legal advisors	8 September
Finalisation	Companies	15 September

Our proposal builds on Mr. Reid's expression of mutual interest in finding *"if at all possible, a common way forward under the terms of the contract"*. Under the explanation we give above of the guiding principles which govern that common way forward, we believe that what we propose achieves Mr. Reid's ambitions and provides for the mandatory and irrevocable requirements which are needed to satisfy our duties as a publicly accountable body.

We look forward to reaching an agreement in the spirit of goodwill and cooperation established by our respective Project Carlisle teams.

Yours faithfully,



Richard Jeffrey
Chief Executive

For and on behalf of tie Limited



Privileged and confidential – prepared in contemplation of mediation
FOISA exempt



Our ref: 25.1.201/EKi/6682

11 September 2010

tie limited
CityPoint
65 Haymarket Terrace
Edinburgh
EH12 5HD

Bilfinger Berger–Siemens– CAF
Consortium

BSC Consortium Office
9 Lochside Avenue
Edinburgh Park
Edinburgh
EH12 9DJ
United Kingdom

Phone: [REDACTED]
Fax: +44 (0) 131 452 2990

For the attention of Steven Bell – Tram Project Director

Dear Sirs,

**Edinburgh Tram Network Infraco
Project Carlisle – Revised Infraco Full and Final Proposal**

We refer to our letter dated 29th July 2010 ref. 25.1.201/EKi/6338 and your letter dated 7th September 2010 ref. INF CORR 5990.

Following the lengthy discussions between tie and Infraco representatives regarding the initiative known as Project Carlisle (a Guaranteed Maximum Price Proposal based on a reduced scope and accelerated programme in an effort to allow tie to obtain a cost effective and revenue generating tram network) we herewith enclose our revised full and final proposal.

We have incorporated, where possible, the requirements of tie although we are fully cognisant that not every tie desire has been incorporated, and as a matter of clarity not every Infraco cost has been included.

You will be aware of a number of promises and commitments made by your representative to resolve the considerable number of outstanding issues in respect of Third Party Approvals to enable us to reduce our exclusions/caveats. Unfortunately not a single one of these commitments has been met and thus our exclusions/caveats must remain.

As we previously offered, we remain willing to discuss how our Full and Final Offer has been established with the Gordon Harris Partnership. We are not however, prepared to entertain any further discussions around the tie 'Counter Proposal' received by us on 8th September 2010 as we consider tie's "Counter Proposal" to be wholly and totally unrealistic both in terms of it's pricing structure and level of risk transfer back to Infraco.

In conjunction with Gordon Harris Partnership and our civil works Subcontractors, we have now been able to fully review and reduce our previous submission in an effort to reach an agreement on Project Carlisle. We are confident that these Sub-Contractors have given all that they possibly can.

Due to the protracted negotiations in respect of Project Carlisle, key construction activities on the critical path have slipped resulting in an overall slippage of the completion date by some 5 weeks.

Contd\

Contd\

The Guaranteed Maximum Price has therefore been developed in the light of the above as described in the attached proposal and pertains to the attached scope and programme. For the avoidance of doubt, this Proposal relates solely to the scope and corresponding programme of the Project Carlisle Initiative and is wholly without prejudice to our rights and remedies under the Contract until such time as it is incorporated by a tie Change Order to that Contract, upon which time it shall supersede all estimates and proposals in relation to the Edinburgh tram Network.

No party may rely on any statement, declaration or representation contained herein whether express or implied, in any court proceedings, arbitration, adjudication, mediation or any other form of determination or negotiation without the express written permission of the Infraco. This Proposal shall not constitute an offer or create any legally binding obligation on the Infraco.

As always, we will avail ourselves to meet at your convenience to discuss this Revised Proposal.

Yours faithfully,


M Foerder
Project Director
Bilfinger Berger Siemens CAF Consortium

Encl: Revised 'Project Carlisle' Proposal

cc: R. Walker – Bilfinger Berger
M. Flynn – Siemens
M. Berrozpe – Siemens
A. Brandenburger - Siemens
A. Campos - CAF
A. Urriza - CAF

INFRACO "PROJECT CARLISLE" PROPOSAL

Revised 12 September 2010

**INFRACO CONSIDERS THIS PROPOSAL TO BE
CONFIDENTIAL INFORMATION AND SUBMITS IT
WITHOUT PREJUDICE**

**INFRACO RESERVES THE RIGHT TO REVISE,
RESUBMIT, AND/OR WITHDRAW THIS PROPOSAL
AT ITS CONVENIENCE**

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PREFACE

This Revised Infraco "Project Carlisle" Proposal takes into account its predecessor, dated 29 July 2010, and tie's letter dated 7 September 2010 (INF CORR 5990). tie's letter of the 7 September 2010 and accompanying documents fall considerably short of our threshold for acceptance. The overarching theme of the document presents a picture of the contract tie wishes they had executed with Infraco, and from a perspective that Infraco have no rights. As you are well aware, Infraco enjoys the express and implied rights and remedies of the executed Infraco Contract.

We have no intention to further use this document to convey our disappointment or to correct the many inaccurate statements in your letter. Based upon the report we have received from our Mr. Kitzman, regarding his discussions with your Messrs. Rush and Molyneux, it seems that several issues still remain to be reconciled between the Parties, specifically the scope, programme, and pricing.

In an attempt to pursue a reasonable solution to the Project, we have reassessed these items and have updated our Proposal accordingly.

With regard to the revised scope, as discussed, this Revised Proposal does not include the works east of Haymarket.

To clarify, it is tie who do not want Infraco to undertake the works east of Haymarket. In the event that tie would require the E&M installation works (train control, traffic control, SCADA, Communication, electrification and Over Head Line systems) to be completed east of Haymarket, Siemens would be willing to enter into discussions with tie and provide a quotation to tie in response to a clear scope of work, programme, and a standard set of terms and conditions issued by tie, in which Siemens would be a subcontractor to tie.

The transfer of substantial risks, as outlined in your letter, many of which are not quantifiable, cannot be accepted without Infraco substantially increasing its cost. We have taken on the risk for items that we believe are quantifiable, and have noted as much later in this document. tie must retain the risk for the other items simply due to the fact that tie have full control to avoid the additional costs. To clarify, the majority of the remaining risk issues are associated with various items that have continued to remain in flux due to tie, CEC, or other third parties, in spite of numerous commitments to resolve these matters. Tie and CEC could simply avoid all of these additional costs by committing contractually to the GMP Drawings previously provided by Infraco.

In respect of programme, we have reviewed the Sectional Completion Dates identified in your letter, however we do not believe they represent a realistic reflection of the works yet to complete. The Programme, included in Appendix 5, has been exclusively developed for the implementation of Project Carlisle works. This programme is challenging but achievable and Infraco is fully committed to delivering it. The estimated price to complete the work from Airport to Haymarket is roughly £405.5Mio plus €6Mio, as detailed in the attached price build up. We have no interest in further discussing and debating the price. This Revised Proposal is Infraco's Full and Final Offer to complete the works defined herein.

For the avoidance of doubt this Revised Proposal relates solely to the scope and corresponding programme of the Project Carlisle initiative and to that extent shall supersede all estimates and proposals provided in relation with the Edinburgh Tram Network (ETN) once implemented by a tie Change Order acceptable to Infraco. This proposal is submitted without prejudice to Infraco's whole rights and remedies and no party may seek to rely on any statement, declaration

or representation contained within this proposal, whether express or implied, in any court proceedings, arbitration, adjudication, mediation or other form of determination or negotiation without the express written content of Infracore. This proposal shall not constitute an offer or create any legally binding obligation on Infracore.

EXECUTIVE SUMMARY

Introduction

Further to your request, this Revised Proposal is Infraco's Full and Final Offer to complete the works defined herein.

The GMP Scope

We have revised our Proposal to reflect the scope Infraco will be able to agree on. In essence, we will carry out the works shown on the GMP Drawings for scope of work between the Airport and Haymarket, and the enabling works.

Our Pricing Assumptions

As a result of the above, we are able to offer our Guaranteed Maximum Price on the basis of a minimal number of Pricing Assumptions. We would like to take this opportunity to assure you that we have looked to minimise the number of Pricing Assumptions to provide greater certainty to both Parties and for the benefit of the Project as a whole.

The main items are summarised as follows:

1. Infraco will build to the GMP Drawings subject to the qualifications set out in Appendix 4 of this Revised Proposal. The GMP Drawings will not be amended and Infraco will not be required to construct anything other than the GMP Drawings other than by way of a tie Change
2. tie will lend all available assistance to ensure CEC will approve the GMP Drawings in expedient fashion and in accordance with the Programme.
3. Infraco will assume the risk of dealing with known quantities of contaminated ground (including by invasive species), as outlined later.
4. Infraco will not take any risk associated with the discovery and/or replacement of utilities
5. Infraco has accepted the risk to remove and replace soft materials to the extent identified on the GMP Drawings
6. Infraco will not take the risk on obstructions or voids being discovered below the original ground level
7. Infraco and tie shall agree a revised Milestone Payment Schedule acceptable to both Parties,
8. CEC will grant all consents and technical approvals for the Integrated Trackform design shown on the GMP Drawings

The GMP Programme

Our proposed Programme is set out at Appendix 5. This shows Sectional Completion Dates of:

1. Section A – 9 June 2011
2. Section B – 20 December 2011
3. Section C – End of construction 21 June 2012 - End of Testing & Commissioning 19 September 2012
4. Section D – 18 December 2012

The Programme which was exclusively set up for the implementation of Project Carlisle is challenging but achievable and Infracore is fully committed to delivering it.

The Guaranteed Maximum Price

In light of the above, we are able to offer a 'Guaranteed Maximum Price' of £405,531,217 and €5,829,805. We believe this is a fair and reasonable offer which we hope, when seen as part of this Revised Proposal, will prove acceptable to tie.

A detailed breakdown is provided at Appendix 1.

Revised Change Mechanism

We believe that Project Carlisle offers an excellent opportunity to remedy what has previously been a major source of contention on the Project - namely Clause 80. Our proposal will commit Infracore to working whilst Estimates are agreed subject to payment being received for works carried out during that period.

The revised mechanism would operate as follows:

1. tie will be required to issue a tie Notice of Change upon the occurrence of a change event, or upon Infracore notifying it of such an occurrence.
2. Failure to issue a tie Notice of Change will result in the matter being referred to DRP.
3. Infracore to prepare an Estimate within existing contractual timescales, following receipt of a tie Notice of Change.
4. A finite period to be allowed for agreement of the Estimate failing which the matter will be referred to DRP.
5. Infracore will commit to carrying out the works associated with the tie Change in advance of agreement or determination of the Estimate, and where necessary, in advance of the production of an Estimate in accordance with the Programme.
6. Infracore to be paid, on an interim basis in line with the Estimate.
7. Note that as set out above, Infracore will continue to build the design set out in the GMP Drawings until it receives a tie Notice of Change instructing otherwise.

It is our firm belief that the above changes offer an equitable solution for both Parties, allowing uninterrupted progress of the Works to continue and a swifter delivery of the ETN.

Priority of Project Carlisle

Given the innovative nature of Project Carlisle and the impact of our Revised Proposal on the existing Infraco Contract, both Parties would be required to accept that the product of this Revised Proposal will take precedence over any conflicting existing Infraco Contract obligation.

Conclusion

We believe that our proposal provides an excellent opportunity for both sides to move forward in a positive direction. The key aspects of our proposal can be summarised as follows:

1. A Guaranteed Maximum Price based on a well-developed design
2. A fully optimised Programme providing the most sensible and expedient method of delivering the Project
3. A significantly reduced number of Pricing Assumptions
4. A simplified Change mechanism which allows progress to continue while Clause 80 runs its course.

Whilst we anticipate that much time and work will be required to align the Infraco Contract with the changes brought about by Project Carlisle, not least to the Employer's Requirements and Infraco Proposals, there is an immediate need to resolve outstanding issues relating to the approval of form to Sub Contract for key Sub-Contractors and the Permits to Commence work in order to demonstrate the benefit of Project Carlisle to the general public.

We also believe that the success of the Project could be ensured by the appointment of a mutually acceptable full time mediator by tie to resolve differences, and continually engage both Parties in constructive dialogue.

NOTE: In an effort to simplify your review of this Revised Proposal we have maintained the previous Sectioning.

APPENDIX 1.1

Bilfinger Berger UK Ltd - Guaranteed Maximum Price Breakdown

Appendix 1.1 - BB – GMP Breakdown

For clarity, the BB GMP Price now includes for previous GMP Exclusions / Qualifications for the following items (as detailed in Appendix 4):

Known quantities of contaminated ground,
Protection of Services,
New Ingleston Limited Future Proofing,
CEC Planning Requirements at Roseburn Viaduct.

Bilfinger Berger Civil UK Limited : GMP Summary

10/09/2010

1. Direct Cost

Item	Description	Original SubContract Order	Prelims and Method Related Charges			Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion		Original Subcontract Work	Change		New Submission			Construction Works Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	(xi)	(xii)	
Total for Direct Cost		67,320,859	9,930,764	18,287,295	28,218,059	50,483,975	663,527	30,012,384	27,896,323	109,156,209	2,611,433	139,985,701

* At the 30th June 2010

Previous GMP Exclusions / Qualifications now priced	8,058,450	8,058,450
---	-----------	-----------

2. SDS Provider

Item	Description	Original Order	Scope Works				Risk / Opportunity	Grand Total
			Original Work	Change		New Submission		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	
Total for SDS Provider		4,983,815	4,983,815	4,806,924	3,358,918	4,698,058	15,847,715	15,847,715

* At the 30th June 2010

3. In Direct Cost

Item	Description	Indirect Cost	Risk / Opportunity	Grand Total
(i)	(ii)	(iii)	(iv)	(v)
Total for In Direct Cost		41,203,008	5,040,000	46,243,008

4. Summary of Direct, SDS and Indirect Costs

		210,134,971.76
Overheads	7%	14,709,441.23
Profit	3%	6,304,046.24
GMP Grand Total		231,148,362.23

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Direct Costs : GMP Summary

Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	GRAND TOTAL		
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total				
						Already Submitted* and Agreed	Already Submitted* and Not Agreed				New Submission	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)			
1A	McKean & Co	2,620,066	671,292	1,333,140	1,628,076	879,730	42,003	2,598,759	5,148,568	447,000	7,600,000	
1B	Crummock (Scotland) Ltd		184,430	12,500		392,622		5,313	397,935		594,895	
1C	Not Required											
1C/1D	Princes Street Supplemental Agreement	Mackenzie Construction Ltd	1,977,106			1,977,106		1,707,463	228,828	9,913,397		5,513,397
		Crummock (Scotland) Ltd						1,507,546	4,917	2,507,463		4,017,463
		Class One						345,350	29,298	375,248		375,248
		Others						59,795		69,746		69,746
		Totals	1,977,106			1,977,106	1,707,463	258,106	12,965,901			12,965,901
	Other Work In 1C/1D (non PSSA)	447,095			447,095		1,668,717		2,115,812		2,115,812	
	1C/1D Totals	2,424,201			2,424,201		12,294,470	263,043	14,981,710		14,981,710	
1D	McKenzie Construction Ltd	3,871,941	40,144	174,856	3,355,254	(2,865,126)	(490,128)		(0)		215,000	
On	Other On Street Works	3,327,111	1,295,098	459,759	1,618,345	(1,252,666)	77,053		442,732	47,350	2,244,939	
	ON Street Summary	12,248,319	2,190,964	1,980,255	9,025,376	(1,041,240)	119,333	1,457,115	10,370,948	94,350	10,465,298	
2A	John Graham (Dromore) Ltd	15,853,507	1,678,000	7,393,252	9,683,666	85,790	1,366,830	3,092,707	14,228,993	225,000	23,528,245	
5	Expanded Ltd	12,207,596	2,462,979	2,858,254	9,198,688	73,794	12,284,125	1,003,128	22,559,735	1,466,383	29,347,351	
6	Barr Limited	12,588,218	1,643,983	830,413	10,451,039	1,232,033	1,006,610	720,220	13,409,902	305,700	16,189,998	
7A	Farrans Ltd	5,583,816	1,198,653	1,897,641	4,291,048	2,117,351	3,431,421	4,191,386	14,031,206	120,000	17,247,500	
Off	Other Off Street Works	8,844,403	756,184	3,327,480	7,833,658			16,121,767	23,955,425		24,838,083	
	OFF Street Summary	55,077,540	7,299,757	16,307,040	45,419,025	3,504,959	1,001,941	25,123,204	60,115,211	445,700	60,560,911	
	OVERALL SUMMARY	67,720,155	8,166,203	10,777,095	50,419,047	(874,312)	5,003,511	24,777,215	107,151,200	1,418,750	108,569,950	

* At the 30th June 2010

PROGRAMME INFORMATION										
Item	Description	Subcontract Order Start Date	Subcontract Contract Period (wks)	Subcontractor Mobilised and On Site	Actual Start Date on Site	Programme Status at 30/6/10	Subcontract Contract Period Revised (wks)	Additional Duration (wks)	Carlisle Programme Subcontract Completion	Weeks from 01/07/10
1A	McKean & Co	19-Jun-09	96	23-Nov-09	09-Mar-10	9 wks BH	104	8	20-Jun-11	50
1B	Crummock (Scotland) Ltd	06-Oct-08	n/a	01-Oct-08	13-Oct-08	n/a	n/a	n/a	n/a	n/a
1C	Not Required	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1D	McKenzie Construction Ltd	05-Jan-09	88	05-Jan-09	05-Jan-09	n/a	n/a	n/a	n/a	n/a
2A	John Graham (Dromore) Ltd	01-Feb-10	65	23-Nov-09	23-Nov-09	21 wks BH	111	46	21-Mar-12	89
5	Expanded Ltd	27-Oct-08	85	27-Oct-08	27-Oct-08		157	72	03-Nov-11	69
6	Barr Limited	03-Nov-08	68	02-Feb-09	17-Aug-09	On Prog	110	42	16-Dec-10	24
7A	Farrans Ltd	08-Sep-08	56	11-Sep-08	11-Sep-08		152	96	11-Aug-11	57

Edinburgh Tram Network
Project Carlisle : "Guaranteed Maximum Price"
Subcontractor GMP Summary
Subcontractor : McKean & Co (Glasgow) Ltd
Section 1A : Enabling Works

					GRAND TOTAL								
Item	Description	Original SubContract Order	De-Scope for Project Carlisle	Balance of Original SubContract Order	Prellms and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
					to 30 June 2010	to Completion	Original SubContract Work	Change		New Submission			Construction Works Total
(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s = (p)-(q)-(r))	(t)	(u = (i)-(j)-(k)-(l)-(m)-(n)-(o)-(p)-(q)-(r)-(s)-(t))	
1	Preliminaries & General Items	1,679,780	687,790	991,990	671,292	1,333,140					567,000	2,571,432	
2	Method Related Charges	18,800	18,800										
3	Track and Formation	1,063,265	1,014,910	48,355			48,355			48,355		48,355	
4	Tramstops	448,537	448,537										
5	Accommodation Works	2,050	200	1,850			1,850	8,300	59,224	69,374		69,374	
6	Highways	841,184	841,184					1,866	1,200,508	1,202,375		1,202,375	
7	Buildings - Substation	26,276	26,276										
8	Structures	1,777,120	199,249	1,577,872			1,577,872	879,730	25,921	320,735	2,804,262	2,104,262	
9	OHLE	88,214	88,214						5,916	5,916		5,916	
10	Lindsay Road Realignment									953,286	953,286	953,286	
11													
12													
13	Risk Review Transfer / Deletion									65,000	65,000	(120,000)	(55,000)
14													
Total		5,945,327	3,325,169	2,620,158	1,719,516	4,338,140	1,877,076	879,730	14,067	1,934,735	15,016,432	16,893,568	

* At the 30th June 2010

Section 1B: Leith Walk

GRAND TOTAL											
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10 to 9)+(10)	(11)	(12)=(3)+(4)+(6)+(7)+(8)+(9)+(10)+(11)
1	Preliminaries & General Items		184,430	12,500							196,930
2	Method Related Charges										
3	Track and Formation					392,622		5,313	397,935		397,935
4											
5											
6											
7											
8											
9											
10											
11											
12											
Total			184,430	12,500		392,622		5,313	397,935		397,935

* At the 30th June 2010

** minor unreco

Princes Street Supplemental Agreement

			GRAND TOTAL								Risk / Opportunity	Grand Total	
Item	Description	Original SubContract Order	Prellms and Method Related Charges		Construction Works				Construction Works Total				
			to 30 June 2010	to Completion	Original Subcontract Work	Change							
(1)	(2)	(3)	(4)	(5)	(6)	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	(8 to 5)+(7)	(11)			(10)+(8)+(9)+(11)
1	Preliminaries & General Items												
2	Method Related Charges												
3	MacKenzie Construction Ltd		1,977,106		1,977,106		7,707,463	228,828	9,913,397		9,913,397		
4	Crummock Scotland Ltd								2,502,544	4,917	2,507,461		2,507,461
5	Peek Traffic								57,135		57,135		57,135
8	Siemens Traffic Controls								12,661		12,661		12,661
9	Class One Traffic Management								345,950	29,298	375,248		375,248
Total							8,282,816	243,103	8,525,919		8,525,919		

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : MacKenzie Construction

Section 1D reduced to West End of Princes St

			GRAND TOTAL									
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Construction Works Total	Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
1	Preliminaries & General Items	516,687	40,144	174,856							215,000	
2	Method Related Charges	-										
3	Accommodation Works	-										
4	Highways	1,584,666			1,584,666	(1,464,329)			120,337		120,337	
5	Landscaping	-										
6	Overhead Electrics	110,047			110,047	(96,642)			13,405		13,405	
7	Sub-stations	-										
8	Trackwork	1,054,934			1,054,934	(742,455)			312,479		312,479	
9	Tramstops	158,803			158,803	(158,803)						
10	Drainage	156,500			156,500	(112,593)			43,907		43,907	
11	Traffic Signal Ducting	111,068			111,068	(111,068)						
12	Street Lighting Ducting (less original bill items)	104,572			104,572	(104,572)						
13	Tactile Paving at Crossings	22,833			22,833	(22,833)						
14	Bus Stop Shelters	25,421			25,421	(25,421)						
15	CBR Testing on Trackbox	26,410			26,410	(26,410)						
16	Deduct - 380m completed under PSSA	-					(490,128)		(490,128)		(490,128)	
17	Risk Review Transfer / Deletion	-										
Total		9,710,322	40,144	174,856	1,584,666	(2,177,415)	(490,128)	0	0	0	215,000	

* At the 30th June 2010

Other On Street Works

GRAND TOTAL											
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change					Construction Works Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1	RD Anderson					1,441			1,441		1,441
2	Lothian and Borders Police					2,845			2,845		2,845
3	Hunter Demolition					14,500			14,500		14,500
4	Raeburn					368			368		368
5	Harper Generators					330			330		330
6	Daver Steels (Bar & Cable Syst					2,412			2,412		2,412
7	Scottish Water					755			755		755
8	Harper Generators					1,800			1,800		1,800
9	Gallagher Groundworks Ltd/					1,110			1,110		1,110
10	Instalcom Ltd					4,550			4,550		4,550
11	Stanger Testing Services Limit					1,510			1,510		1,510
12	Beattie Chalmers Limited/					8,854			8,854		8,854
13	Traffic Signs under estimate Section 1A						16,067		16,067		16,067
14	Traffic Signs under estimate Section 1C/1D						60,986		60,986		60,986
15	On Street TM	1,646,163	1,206,410	410,429						41,600	1,658,439
16	Substation Housing Deslgn (Portastor)	37,337	37,337		74,517				74,517		111,854
17	Tram Stop Shelter and Ancillary Equipment Deslgn (RWS)	51,351	51,351	897							52,248
18	Street Lighting	1,592,260		48,433	1,543,828	(1,293,141)			250,687	5,750	304,870
	Total	3,227,111	1,243,747	460,759	1,117,145	(1,293,141)	22,067	217,273	1,117,273	57,100	1,174,373

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : John Graham (Dromore) Ltd

Section 2A and 5A (part)

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1	Preliminaries & General Items	6,169,841	1,678,000	7,393,252						225,000	9,256,252
2	Method Related Charges										
3	Section 3D - All Works	64,076			64,076			(64,076)			
4	Haymarket Viaduct	1,139,067			1,139,067	41,790	76,455	146,276	1,403,587		1,403,587
5	2A Trackwork Inc Drainage etc	1,083,745			1,083,745	44,000	556,477	446,022	2,130,243		2,130,243
6	Haymarket Terrace Sub-Station	116,191			116,191			21,964	138,156		138,156
7	Haymarket Station Tramstop	174,548			174,548			27,900	202,448		202,448
8	S20 - Russell Road Underbridge	828,643			828,643		333,542	196,931	1,359,116		1,359,116
9	Russell Road Sub-Station	73,459			73,459			(73,459)	(0)		(0)
10	W18 Retaining Wall	790,597			790,597			317,985	1,108,582		1,108,582
11	5A Trackwork inc Drainage etc	623,008			623,008			805,493	1,428,501		1,428,501
12	Murrayfield Tramstop	284,529			284,529		130,000	75,900	490,429		490,429
13	Roseburn Viaduct	2,853,229			2,853,229			84,447	2,937,676		2,937,676
14	S21B - Murrayfield Ret Walls	1,462,165			1,462,165			615,128	2,077,293		2,077,293
15	S21C - Murrayfield Underpass	190,409			190,409		270,357	12,014	472,780		472,780
16	Schedule 4 Notified Departures							480,182	480,182		480,182
	Total	15,853,507	1,678,000	7,393,252	9,613,646	157,790	1,166,430	3,092,702	14,228,992	225,000	14,525,244

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Expanded Ltd

Section 5 : Structures

GRAND TOTAL											
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	GRAND TOTAL	
			to 30 June 2010	to Completion	Original Subcontract Work	Change					Construction Works Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
1	Prelims Section 5	1,521,273	376,281	2,753,544							3,129,825
2	Prelims Edinburgh Pk Bridge	891,811	1,618,258								1,618,258
3	Prelims Carrick Knowe	427,285	316,754	84,724							401,478
4	Prelims W4	168,539	151,686	19,986							171,672
5	Risk									1,466,383	1,466,383
6	S27 Edinburgh Park Bridge	3,388,189			3,388,189		460,456	60,214	3,908,859		3,908,859
7	S23 Carrick Know Bridge	789,453			789,453		160,567	87,978	1,037,998		1,037,998
8	W3 Russell Rd RW						1,736,747	(120,863)	1,615,884		1,615,884
9	W4 Russell Rd Phase 1						430,590	123,675	554,265		554,265
10	W4 Russell Rd Phase 2						3,453,820	10,830	3,464,650		3,464,650
11	S22a&b Balgreen Rd Bridges						1,228,944	(68,734)	1,160,210		1,160,210
12	S32 Depot Access Bridge	1,554,606			1,554,606		1,412,146	350,628	3,317,380		3,317,380
13	A8 Underpass	1,034,444			1,034,444		788,674	29,259	1,852,377		1,852,377
14	S26 South Gyle Access Bridge	632,202			632,202		803,516	77,927	1,513,645		1,513,645
15	S21E Water of Leith Bridge	717,787			717,787		41,767	62,046	821,600		821,600
16	S21D Murrayfield Tp RW	415,965			415,965		462,244	(19,979)	858,230		858,230
17	W8 Balrd Drive RW	479,832			479,832		586,866	174,217	1,240,915		1,240,915
18	W9 Balgreen Rd	32,722			32,722		220,117	30,225	283,064		283,064
19	W11 Bankhead Dr RW	81,334			81,334		423,711	(20,038)	485,007		485,007
20	W19 Tramstop RW	209,110			209,110		192,663	13,526	415,299		415,299
21	Service Diversion/support						73,794		229,665		303,459
22	Discount Exc S27&S23	(136,956)			(136,956)		(118,703)	(17,448)	(273,107)		(273,107)
Section 5 - Total		12,207,896	2,443,976	105,124	9,491,681	7,771	1,227,412	1,003,621	22,459,735	1,466,383	23,926,118

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Barr Construction

Section 6 : Depot

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Construction Works Total	Risk / Opportunity	Grand Total
			to 30 June 2010	to Completion	Original Subcontract Work	Change					
(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r to s)=(10)	(t)	(u)=(v)+(w)+(x)
1	Preliminaries & General Items	2,137,178	1,643,983	830,413							2,474,396
2	Method Related Charges										
3	Earthworks	92,000			92,000	43,843	20,120			155,963	155,963
4	Sub-structure - Depot Building	1,116,433			1,116,433	90,385	86,150			1,292,968	1,292,968
5	Sub-structure - Sub Station Building	57,983			57,983					57,983	57,983
6	Sub-structure - Power Building	55,155			55,155					55,155	55,155
7	Frame	1,160,334			1,160,334	376,398	131,484			1,668,216	1,668,216
8	Upper Floors	102,651			102,651					102,651	102,651
9	Cladding	1,206,649			1,206,649		42,620			1,249,269	1,249,269
10	Stairs	8,800			8,800		22,403			31,203	31,203
11	External Blockwork	108,406			108,406	16,613	75,000			200,019	200,019
12	Internal wall and Partitions	241,098			241,098		17,500			258,598	258,598
13	Internal Doors	146,900			146,900		28,508			175,408	175,408
14	Wall Finishes	117,785			117,785					117,785	117,785
15	Floor Finishes	202,247			202,247					202,247	202,247
16	Ceiling Finishes	93,242			93,242		3,000			96,242	96,242
17	Decoration	35,926			35,926					35,926	35,926
18	Fittings and Furnishings	62,182			62,182					62,182	62,182
19	M&E	2,302,000			2,302,000	72,560	158,412	134,805		2,398,167	2,398,167
20	BWIC Services	25,000			25,000					25,000	25,000
21	Site Work	2,880,802			2,880,802	483,198	345,198			3,709,198	3,709,198
22	Sub Station Building	123,035			123,035					123,035	123,035
23	Power Building	109,846			109,846		650			110,496	110,496
24	Sundries	202,565			202,565	149,036	75,565	55,338		371,828	371,828
25	Risk Register									1,216,063	1,216,063
26	Risk Review Transfer / Deletion							910,363		910,363	
	Total	12,580,217	11,200,000	10,000,000	10,000,000	1,217,083	1,005,810	720,220	13,409,900	1,216,063	14,625,963

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Farrans Ltd

Section 5C(part) and 7A

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Construction Works Total	Risk / Opportunity	Grand Total
			to 30 June 2010	to Completion	Original Subcontract Work	Change					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1	Preliminaries & General Items	524,460	477,638	683,880							1,161,518
2	Method Related Charges	768,308	721,015	1,213,761							1,934,776
3	Enabling Works	112,091			112,091	593,681	1,339,427		2,045,199		2,045,199
4	Track and Formation	1,661,460			1,661,460	253,766	1,592,870	(50,963)	3,457,133		3,457,133
5	Tramstops	363,026			363,026				363,026		363,026
6	Tramstop Equipment	30,209			30,209				30,209		30,209
7	Drainage					1,011,137	127,226	18,868	1,157,231		1,157,231
8	Ducting	379,295			379,295		69,391	(38,554)	410,132		410,132
9	Highways	101,853			101,853		233,054		334,907		334,907
10	7A Ingliston P&R Substation	50,586			50,586	1,430			52,016		52,016
11	7A Gogarburn Bridge 529	885,140			885,140	123,010	48,772	36,670	1,093,592		1,093,592
12	7A Gogarburn Culvert 1 530	54,653			54,653	21,145	15,931		91,728		91,728
13	7A Retaining Walls	337,396			337,396		4,750	3,940,366	4,282,512		4,282,512
14	7A Culvert 2 531	113,053			113,053	(22,294)			90,759		90,759
15	7A Culvert 3 532	73,408			73,408	6,345			79,753		79,753
16	OHLE	128,878			128,878	129,131			258,009		258,009
17	Risk Review Transfer / Deletion							285,000	285,000	120,000	405,000
	Total	5,583,816	1,198,653	1,897,641	2,291,045	2,117,951	3,031,421	3,419,138	11,031,200	120,000	11,151,200

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Various

Subcontractor : Other Off Street Works

GRAND TOTAL											
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change					Construction Works Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1	Preliminaries & General Items			1,212,264							1,212,264
2	Method Related Charges			50,000							50,000
3	Track and Formation	2,908,517			2,908,517			3,816,945	6,725,462		6,725,462
4	Tramstops	1,414,483			1,414,483			197,573	1,216,910		1,216,910
5	Utilities works							279,660	279,660		279,660
6	Highways	2,837,172			2,837,172			2,731,149	5,568,321		5,568,321
7	Buildings	291,299			291,299			27,570	318,869		318,869
8	Accommodation Works							73,480	73,480		73,480
9	OHLE	382,187			382,187			75,662	457,849		457,849
10	S27 Edinburgh Park							1,164,295	1,164,295		1,164,295
11	AB Underpass							1,753,699	1,753,699		1,753,699
12	S26 5th Gyle Access Bridge							125,456	125,456		125,456
13	S21E Water of Leith							430,000	430,000		430,000
14	W4 Russell Rd RTW							1,061,011	1,061,011		1,061,011
15	Other Structures							391,844	391,844		391,844
16	Miscellaneous							2,814,775	2,814,775		2,814,775
17	Off Street TM	1,010,745	756,184	2,065,216							2,821,400
18	Depot							1,350,497	1,350,497		1,350,497
19	Depot to Airport							223,298	223,298		223,298
		6,844,403	756,184	3,127,496	7,331,651			16,221,757	23,955,425		23,955,425

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Parsons Brinkerhoff

Design

Item	Description	Original SubContract Order
1	PH III Detailed Design Deliverables	2,204,792
2	PH IV Construction Phase	1,104,023
3	Extended Construction Support	1,000,000
4	Design Support Team	675,000
5	Changes	-
6	Additional Technical Resources (ATRs)	-
7	Incentivisation	
8	Prolongation	
9	Design Coordination and Support	
10	Disruption Claim	
	Total	4,983,815

Scope Works					Risk / Opportunity	Grand Total
Original Subcontract Work	Change			Scope Works Total		
	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission			
2,204,792				2,204,792		2,204,792
1,104,023			466,926	1,570,949		1,570,949
1,000,000	672,897		2,180,425	3,853,322		3,853,322
675,000	41,423		141,912	858,335		858,335
-	3,189,303	271,977	1,082,493	4,543,772		4,543,772
-	158,301		150,000	308,301		308,301
	250,000	541,890	176,302	968,192		968,192
	495,000			495,000		495,000
			1,045,052	1,045,052		1,045,052
4,983,815	4,806,924	813,867	5,243,111	15,847,716		15,847,716

* At the 30th June 2010

APPENDIX 1.2

SIEMENS - Guaranteed Maximum Price Breakdown

Appendix 1.2 - Siemens GMP Breakdown

		Carlisle
Siemens UK	UK Project Management	13,324,667
Siemens UK	UK System Engineering	3,001,626
Siemens UK and BAM	Trackwork	43,471,285
Siemens UK	UK Depot Workshop	2,928,342
Siemens UK	UK Electrification	6,003,202
Siemens UK	Infrastructure	3,185,035
Siemens UK	Insurance, Bonds and Financial Guarantees	1,712,358
Siemens UK	Control & Information	5,111,939
Siemens UK	Communications	5,009,483
Siemens AG	Electrification, Automation and Depot Equipment	29,688,648
	Change Orders	5,123,140
	Additional Carlisle Components	941,496
Overall Project	Total	118,801,221

APPENDIX 1.3

CAF - Guaranteed Maximum Price Breakdown

Appendix 1.3--CAF GMP Breakdown

CAF cost associated with Project Carlisle

Assumptions:

- The Delay Costs below are generated by delays incurred by the project and formalized with Project Carlisle. They include the claims presently held by CAF for other delay claims (MUDFA, ETN, etc.). There would be no double recovery, so if Project Carlisle would be retained by Tie, the other claims for delay generated costs would be settled with these amounts.
- To obtain the total amount that would be due to CAF, we add two components: Delay Costs, as explained above, and normal Contractual Payments pending as of 23 July 2010 (certified milestones or not, all payments until completion of TSA).
- CAF has assumed Tie will continue to pay Tram Delivery Milestones as it is doing today. CAF has assumed the Commissioning Milestones will not be paid until the infrastructure allows Commissioning tests to occur, and therefore they will be delayed, incurring Delay Costs.
- CAF has analyzed the Infrastructure availability during the Commissioning, and presently understands that the rate in the Contractual Programme (three trams per month commissioned) cannot be sustained under the precarious conditions associated with Infrastructure availability at the first stages of Project Carlisle. We understand that the rate must be a maximum of 2 tramways per month, and the Programme would need to be updated to reflect that rate. Nevertheless we estimate that enough trams can be commissioned so no delay is introduced in the start of service for that reason. As required by the Consortium in P. Carlisle, these delays in tram commissioning should not generate LDs to CAF (as the tramways are being delivered to date and are available for commissioning as contractually required).
- The cost of the maintenance of tramways will decrease due to less kilometres of service per year, while the line is not completed. We estimate the number of kilometres will amount to a quantity smaller than what is foreseen in the TMA, and therefore needs to be agreed, logically the cost per kilometre will be higher than the costs agreed, although the total Maintenance Cost according to the TMA will be smaller. CAF has not the information to estimate that TMA price reduction (year – kms targeted by Tie under P. Carlisle), and it is not included in the amounts below.
- The Delay costs have been estimated according to the Programme Project Carlisle Revision 00, (100729).

Delay costs:

OVERALL COST	COSTS	
Warranties	698.317,75	euros
Technical office	104.000,00	euros
Consultancy firms	77.328,00	euros
Project Management	254.338,28	euros
Maintenance	448.283,33	euros
Financial impact	600.991,79	euros
Foreign Exchange	67.199,51	euros
Legal Department	46.800,00	euros
Comercial Department	46.800,00	euros
TOTAL 1	2.344.058,67	euros
Cost at CAF IRUN for UT3-UT14	COSTS	
Parking at CAF IRUN	813.713,27	euros
Security for the trams	21.276,00	euros

Insurances	45.742,40	euros
Additional Couplings & Uncoupling	0,00	euros
Normal Maintenance	4.520,00	euros
Long Term Maintenance	292.428,00	euros
Total 2	1.177.679,67	euros
Costs at RENFE IRUN for UT3-UT14	COSTS	
Parking at RENFE IRUN	622.079,58	euros
Security for the trams	217.618,46	euros
Insurances	258.956,34	euros
Additional Couplings & Uncoupling	48.738,00	euros
Normal Maintenance	25.588,57	euros
Long Term Maintenance	0,00	euros
Total 3	1.172.980,95	euros
COST at CAF IRUN for UT15-UT27	COSTS	
Parking at CAF IRUN	0,00	euros
Security for the trams	69.788,00	euros
Insurances	324.476,41	euros
Additional Couplings & Uncoupling	0,00	euros
Normal Maintenance	32.062,86	euros
Long Term Maintenance	316.797,00	euros
Total 4	743.073,97	euros

Grand Total (1+2+3+4) Delay Costs **5.437.793,27** Euros

TSA Pending payments:

TSA pending payments as of 27th July 2010: £13.074.780,34

APPENDIX 1.4

SDS - Guaranteed Maximum Price Breakdown

Appendix 1.4 - SDS GMP Breakdown

SD

Date

15

15

15

15

Dates

Revised

13. Sept

SDS ref: ULE90390A Core Scope

Date from	Date to	Description	Comments	Value
15 May 2008	01 November 2010	Phase III works outstanding	10% of late deliverables - secured when DAS issued	£ 38,000.00
15 May 2008	01 November 2010	Phase III works outstanding	Systems Assurance deliverables	£ 193,011.00
15 May 2010			Adjustment for MUDFA contract	-£ 14,603.00
15 May 2010			Adjustment for DGR0114	£ 5,605.00
Total				£ 220,013.00

Dates above relate to V 60 of the SDS Design Delivery Programme

SDS ref: ULE90390A Changes

Date from	Date to	Description	Comments	Value
15 May 2008	01 June 2010	BSC Change Instructed (DCO)	Remainder of fee for instructed changes	£ 866,246.09
15 May 2008	01 June 2010	BSC Change Estimated	Changes not yet Instructed	£ 1,032,127.25
15 May 2010			Adjustment for DCR0114	£ 5,605.00

Total £ 1,892,768.34

SDS ref: ULE90485A DC - Design Coordination

Date from	Date to	Description	Comments	No. of Weeks	Rate	Value
17 January 2010	31 January 2010	Remainder of DC monies	Period 4 & Period 5			E 141,428.57

Total

E 141,428.57

SDS ref: ULE90391A Phase IV

Date from	Date to	Description	Comments	No. of Weeks	Rate	Value
18 June 2010	15 July 2011	Fee for Phase IV - As Built	Pro Rata 25.6k per period Plus £50k Post Construction Surveys			£ 409,035.00
19 July 2010	01 November 2010	Jason Chandler		37.5	15 £95.00	£ 53,437.50
02 November 2010	31 May 2012	Jason Chandler		7.5	82 £95.00	£ 58,628.57
19 July 2010	01 November 2010	Kate Shudall		37.5	15 £95.00	£ 53,437.50
02 November 2010	21 December 2011	Kate Shudall		15	59 £95.00	£ 84,276.57
19 July 2010	01 November 2010	Claire Paterson		37.5	15 £38.00	£ 21,375.00
19 July 2010	30 May 2012	Pauline Benn		37.5	97 £38.00	£ 138,632.14
15 July 2011	30 May 2012	Colin Cromar		37.5	46 £48.00	£ 84,000.00
19 July 2010	26 November 2010	Martin Alexander		4	19 £78.00	£ 5,794.29
19 July 2010	26 November 2010	Brian McCrear		24	19 £95.00	£ 42,342.86
		Credit for As Built Drawings Yet to Be Completed				£ 75,000.00

Total £ 875,961.43

Jason Chandler Full time Project Management during completion of the detailed design and then 1 day per week until the end of the commission
Full time commercial support during completion of the detailed design and then 2 day per week until the end of the commission
preparing invoices, ATRs, change estimates.

Kate Shudall Secretarial and office management support to the completion of the SDS detailed design

Claire Paterson Document control support until the end of the SDS commission

Pauline Benn As built drawing preparation and CAD support

Colin Cromar Updating of Design Programme until end of detailed design completion

Martin Alexander

Brian McCrear Halcrow PM cover until end of detailed design.

SDS ref: ULE90393A DS - Design Support

Date from	Date to	Description	Comments	No. of Weeks	Rate	Total
01 July 2010	01 November 2010	Alan Dolan	9.5	18	£ 95.00	£ 15,858.21
01 July 2010	01 November 2010	Mike Coupe	37.5	18	£ 95.00	£ 62,598.21
01 July 2010	01 November 2010	Claire Ferguson	9.5	18	£ 38.00	£ 6,343.29
01 July 2010	01 November 2010	Laurie Mentiplay	15	18	£ 78.00	£ 20,558.57
01 July 2010	01 November 2010	Colin Cromar	37.5	18	£ 38.00	£ 25,039.29
21 June 2010	30 June 2010	See Latest Application				£ 11,514.00

Total £ 141,911.57

SDS.ref: **ULE90392A** **ECS - Extended Construction Support**

Date from	Date to	Description	Comments	No. of Weeks	Rate	Total
01 July 2010	01 November 2010	Alan Dolan - Time split with Design Support until 1/11/10	28	18	£ 95.00	£ 46,740.00
01 July 2010	01 November 2010	Claire Ferguson - Time split with Design Support until 1/11/10	28	18	£ 38.00	£ 18,696.00
01 November 2010	25 May 2012	Alan Dolan	37.5	82	£ 95.00	£ 290,598.21
01 November 2010	25 May 2012	Claire Ferguson	37.5	82	£ 38.00	£ 116,239.29
01 July 2010	25 May 2012	Chris Reid	37.5	99	£ 95.00	£ 353,196.43
01 July 2010	27 May 2011	Tom Kelly	37.5	47	£ 95.00	£ 167,946.43
01 July 2010	29 July 2011	Scott Kelland	37.5	56	£ 78.00	£ 164,217.86
01 July 2010	31 August 2012	Jacek Stachowiak	37.5	113	£ 49.00	£ 207,900.00
01 July 2010	01 January 2011	Steve Anderson	37.5	26	£ 78.00	£ 76,885.71
01 July 2010	01 May 2012	Stephen Surtees	37.5	96	£ 95.00	£ 340,982.14
01 July 2010	28 October 2010	Tom Culligan	37.5	17	£ 78.00	£ 49,725.00
01 July 2010	01 May 2011	Kevin McGinty	37.5	43	£ 78.00	£ 127,028.57
As required	2 months	Roads Engineer - Lindsey Road and Depot access road	37.5	8	£ 95.00	£ 28,500.00
01 July 2010	29 July 2011	Structures Engineer	37.5	56	£ 78.00	£ 164,217.86
21 June 2010	30 June 2010	See Latest Application				£ 27,551.50

Total **£ 2,180,425.00**

SDS ref: ULE90390A Disruption

Date from	Date to	Description	Comments	Value
01 January 2008	30 December 2008	Net of EOT		£ 316,902
01 January 2009	30 December 2009	Net of EOT		£ 503,149
01 January 2010	30 June 2010	Net of EOT		£ 125,000
				£ 100,000

Total £ 1,045,051.00

SDS ref: **ULE90474A** **Prolongation**

Date from	Date to	Description	Comments	Value
15 May 2008	26 September 2009	PB and Halcrow Prolongation Claim Up to 26th Sept '09 only	£50k of £250k outstanding as per MoU	£ 50,000.00
15 May 2008	26 September 2009	PB and Halcrow Prolongation Claim Up to 26th Sept '09 only	£792k of total Claim minus £250k accepted under MoU	£ 541,890.00
26 September 2009	02 November 2009	PB and Halcrow Prolongation Claim Up to 02nd Nov '09 only	EOT between 26th Sept '09 and 02 November '09	£ 60,252.00
28 February 2010	16 July 2010	PB and Halcrow Prolongation Claim Up to 16th July '10 only	EOT between 28th Feb '10 and 16th July '10	£ 116,050.46

Total **£ 768,192.46**

Summary of supporting information	
15 May 2008 to 28 February 2009	Detailed in SDS Contract Additional Management and Supervision Document of 31 May 2009
02 March 2009 to 25 September 2009	Detailed in e mail from Steve Reynolds to martin Foerder on 29/09/2009 13:25
Total of above £791,890 for the period May 2008 to 25 September 2009	
26 September 2009 to 2 November 2009	Detailed on Tab labelled Prolongation 26-9-09 to 2-11-09
28 February 2010 to 16 July 2010	Detailed on Tab labelled Prolongation 28-2-10 to 16-7-10

SDS ref: ULE90390A Incentivisation

Date from	Date to	Description	Comments	Value
15 May 2008	Present	Incentivisation	Issued on time	£ -
15 May 2008	Present	Incentivisation	Delayed due to tie/CEC Delay	£ -
<p>This issue has been removed from the Revised Project Carlisle Proposal, as that it is contracted directly between tie and SDS.</p>				

Total £ -

CONTRACT NETWORK: EXCHANGE CONTRACTS

Contract ID	Contract Type	Contract Description	Contract Dates		Contract Values		Contract Status	Adjustment due to DC						
			Start	End	Actual	Contract		DC Change	In DC					
DCR0024	VE	Resilient Steel Product VE	DCR0024	03/04/2009	E	2,481,714	DCD011	06/02/2009	E	316,618		284,867.20	E	31,951.80
DCR0082	7E	COOP Addition of Temporary Office Space	DCR0082	11/03/09	E	2,248,958	DCD058	07/04/2009	E	3,688,838		282,228.28	E	78,518.74
DCR0082A	7E	COOP Addition of Temporary Office Space	DCR0082A	2009	E	1,913,818.75	DCD021	03/18/2009	E	108,877		52,808.94	E	37,847.93
DCR0131	7E	COOP Addition of Temporary Office Space	DCR0131	03/03/2009	E	6,289	DCD058	07/04/2009	E	2,875		1,712	E	1,163.28
DCR0131A	7E	COOP Addition of Temporary Office Space	DCR0131A	03/03/2009	E	37,582	DCD058	07/04/2009	E	2,875		1,712	E	1,163.28
DCR0104	NA3	Let Pads up to adopt a/b	DCR0104	10/20/2008	E	36,122	DCD071	04/08/2009	E	34,102		30,718.88	E	3,383.28
DCR0122	2E3	Let Pads up to adopt a/b	DCR0122	09/18/2008	E	278,886	DCD018	03/02/2009	E	274,636		238,963.18	E	34,720.45
DCR0122A	2E3	Let Pads up to adopt a/b	DCR0122A	09/18/2008	E	278,886	DCD018	03/02/2009	E	274,636		238,963.18	E	34,720.45
DCR0127	2E4	Building Filing Cases up to work	DCR0127	02/01/2009	E	34,284	DCD088	09/08/2009	E	14,284				
DCR0173	2E3	Let Pads up to adopt a/b	DCR0173	04/28/2009	E	39,423	DCD022	03/17/2009	E	29,242		31,178.71	E	1,935.22
DCR0180	2Z1	Let Pads up to adopt a/b	DCR0180	03/01/2009	E	339,449	DCD038	03/19/2009	E	289,449		98,813.20	E	284,824.89
DCR0141	2E3	Let Pads up to adopt a/b	DCR0141	11/02/2008	E	3,354	DCD091	10/12/2008	E	1,894		1,768.00	E	1,134.16
DCR0148	2Z1	Let Pads up to adopt a/b	DCR0148	03/02/2009	E	42,574	DCD068	03/02/2009	E	32,574		31,099.20	E	6,514.80
DCR0147	2E3	Let Pads up to adopt a/b	DCR0147	06/02/2008	E	7,778	DCD068	03/02/2009	E	7,778		7,008.00	E	772.60
DCR0181	2E3	Let Pads up to adopt a/b	DCR0181	03/01/2009	E	1,350	DCD022	03/17/2009	E	700		1,350.00	E	1,350.00
DCR0180	2E3	Let Pads up to adopt a/b	DCR0180	03/01/2009	E	14,822	DCD058	07/04/2009	E	14,822		14,822.00	E	14,822.00
DCR0167	2E1	Let Pads up to adopt a/b	DCR0167	08/18/2008	E	118,171	DCD088	09/08/2009	E	118,171		20,088.88	E	85,177.88
DCR0168	2E3	Let Pads up to adopt a/b	DCR0168	02/04/2009	E	41,284	DCD044	09/08/2009	E	41,284		31,843.88	E	9,440.16
DCR0176	2E3	Let Pads up to adopt a/b	DCR0176	03/02/2009	E	5,776	DCD078	03/17/2009	E	1,841		5,776.00	E	5,776.00
DCR0177	2E3	Let Pads up to adopt a/b	DCR0177	03/02/2009	E	1,311	DCD022	03/17/2009	E	1,311		1,311.00	E	1,311.00
DCR0178	2E3	Let Pads up to adopt a/b	DCR0178	03/02/2009	E	2,284	DCD022	03/17/2009	E	2,284		2,284.00	E	2,284.00
DCR0181	2E3	Let Pads up to adopt a/b	DCR0181	03/02/2009	E	2,284	DCD022	03/17/2009	E	2,284		2,284.00	E	2,284.00
DCR0181	2E3	Let Pads up to adopt a/b	DCR0181	03/02/2009	E	18,284	DCD091	10/12/2008	E	18,284		14,855.69	E	3,428.31
DCR0182	2E3	Let Pads up to adopt a/b	DCR0182	08/12/2008	E	2,329	DCD015	04/12/2009	E	330		380.00	E	380.00
DCR0172	2E3	Let Pads up to adopt a/b	DCR0172	03/02/2009	E	2,312	DCD022	03/17/2009	E	2,312		2,312.00	E	2,312.00
DCR0188	2E3	Let Pads up to adopt a/b	DCR0188	02/08/2009	E	1,112	DCD088	09/08/2009	E	1,112		788.21	E	323.79
DCR0189	2E3	Let Pads up to adopt a/b	DCR0189	04/10/2009	E	1,384	DCD088	09/08/2009	E	1,384		1,489.25	E	105.05
DCR0189	2E3	Let Pads up to adopt a/b	DCR0189	10/12/2008	E	11,711	DCD088	09/08/2009	E	11,711		1,204.25	E	105.05
DCR0189	2E3	Let Pads up to adopt a/b	DCR0189	10/12/2008	E	11,711	DCD088	09/08/2009	E	11,711		1,204.25	E	105.05
DCR0189	2E3	Let Pads up to adopt a/b	DCR0189	10/12/2008	E	3,282	DCD088	09/08/2009	E	3,282		2,508.08	E	773.92
DCR0205	3E3	Let Pads up to adopt a/b	DCR0205	06/02/2008	E	75,164	DCD018	03/02/2009	E	18,738		1,164	E	1,618.80
DCR0212A	4Z8	Let Pads up to adopt a/b	DCR0212A	02/03/2009	E	116,773	DCD018	03/02/2009	E	25,270		80,522	E	83,140.80
DCR0212A	4Z8	Let Pads up to adopt a/b	DCR0212A	02/03/2009	E	138,858	DCD011	03/02/2009	E	67,590		71,458	E	82,218.80
DCR0214	4Z8	Let Pads up to adopt a/b	DCR0214	03/02/2009	E	11,257	DCD022	03/17/2009	E	6,518		7,088.28	E	1,569.68
DCR0214	4Z8	Let Pads up to adopt a/b	DCR0214	03/02/2009	E	24,215	DCD022	03/17/2009	E	24,215		21,077.62	E	3,137.38
DCR0214	4Z8	Let Pads up to adopt a/b	DCR0214	03/02/2009	E	11,257	DCD022	03/17/2009	E	11,257		11,257.00	E	11,257.00
DCR0214	4Z8	Let Pads up to adopt a/b	DCR0214	03/02/2009	E	11,257	DCD022	03/17/2009	E	11,257		11,257.00	E	11,257.00
DCR0227	3Z8	Let Pads up to adopt a/b	DCR0227	04/01/2009	E	107,848	DCD014	10/12/2008	E	80,088		77,848	E	82,947.84
						2,369,724		2,369,724		2,369,724		2,369,724	E	2,369,724

CONTRIBUTOR TRAM NETWORK - BSC CHANGE ESTIMATED

				From BSC					
Item	Code	Description	Category	Item	Code	Amount	Category	Item	Code
DCR0201	81	Costs Surcharge Utilization	7A	DCR0201	81000000	E	1,994		
DCR0199		DCR0199	SW	DCR0199	81000000	E	77,940		
DCR0221		DCR0221	7A	DCR0221	81000000	E	37,860		
DCR0223		DCR0223	SW	DCR0223	81000000	E	115,526		
DCR0223	828	DCR0223	7A	DCR0223	82800000	E	19,675		
DCR0223		DCR0223	7B	DCR0223	82800000	E	8,229		
DCR0223		DCR0223	SW	DCR0223	82800000	E	58,510		
DCR0221		DCR0221	7A	DCR0221	82800000	E	57,200		
DCR0241		DCR0241	7A	DCR0241	82800000	E	1,543		
DCR0242	187	DCR0242	7A	DCR0242	18700000	E	892		
DCR0241		DCR0241	7A	DCR0241	18700000	E	61,035		
DCR0251		DCR0251	7A	DCR0251	20000000	E	3,806		
DCR0251		DCR0251	7B	DCR0251	20000000	E	1,140		
DCR0251		DCR0251	7C	DCR0251	20000000	E	23,767		
DCR0251		DCR0251	7D	DCR0251	20000000	E	49,950		
DCR0251		DCR0251	7E	DCR0251	20000000	E	23,714		
DCR0257		DCR0257	7A	DCR0257	20000000	E	7,411		
DCR0258		DCR0258	7A	DCR0258	20000000	E	18,720		
Estimated but not yet formally submitted/evaluated by BSC									
DCR0124A	258	DCR0124A	7A			E	4,378		
DCR0245		DCR0245	SW			E	105,438		
DCR0283		DCR0283	5B			E	3,833		
DCR0185	485	DCR0185	7D			E	80,000		
DCR0271		DCR0271	SW			E	7,733		
DCR0272		DCR0272	7A			E	1,883		
DCR0274		DCR0274	7A			E	52,400		
DCR0222		DCR0222	7D			E	6,683		
DCR0200		DCR0200				E	57,500		
DCR0221		DCR0221	SW			E	73,157		
DCR0224		DCR0224	7D			E	11,230		
DCR0257		DCR0257	7E			E	18,242		
DCR0268		DCR0268				E	10,005		
DCR0268		DCR0268				E	14,105		
DCR0278		DCR0278	SW			E	23,888		
DCR0273	586	DCR0273	7C			E	4,558		
DCR0277		DCR0277	7A			E	10,000		
DCR0282		DCR0282	7E			E	8,000		
DCR0283		DCR0283	SW			E	12,000		
						E	1,643,528		
						E	59,401.00		
						E	1,032,127.28		
						E	1,453.50		

Only Changes listed above (plus previously instructed) are included in the GMP fee
 All above changes are estimated relevant to the associated Charge Notices/Letters/Email correspondence between BSC & BSC

DISBURSEMENT METHOD - CHECK IT MAY OR MAY NOT BE REQUIRED BUT SCOPE WILL BE LOCKED FOR THE PURPOSE OF NUMBERED STATEMENTS OF WORK

DCR#	DCR Title	All Locations	Type of Work		DCR Status	DCR Status	DCR Status	DCR Status	DCR Status	DCR Status
			DCR#	DCR#						
DCR0148	Site Plan Approval	Site Plan Approval								
DCR0208	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0232	Site Plan Approval	Site Plan Approval	RDC184	RDC184	2/11/2010					Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0240	Site Plan Approval	Site Plan Approval	RDC184A	RDC184A	2/11/2010					Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0253	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0254	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0255	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0256	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0257	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0258	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0259	Site Plan Approval	Site Plan Approval	RDC187	RDC187	2/11/2010					Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0260	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0276	Site Plan Approval	Site Plan Approval	RDC178	RDC178	2/11/2010					Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0278	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0296	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0297	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP
DCR0298	Site Plan Approval	Site Plan Approval								Scope not yet confirmed - currently brought in to unapproved. No Estimate included in GMP

EOT between 26th September '09 and 2nd Nov '09

20/07/2010

Employee/Supplier	Data	Week					Total	
		28/09/2009	05/10/2009	12/10/2009	19/10/2009	26/10/2009		
CHANDLER, JASON ROY	Sum of Quantity	35.5	34.5	37.5	37.5	30	175	
	Average of Contract Rate	95	95	95	95	95	95	
	Sum of Contract Estimate	3372.5	3277.5	3562.5	3562.5	2850	16625	
CHANDLER, Mrs. CARLA (CARLA)	Sum of Quantity	11.5	29	37.5	33.5	32.5	144	
	Average of Contract Rate	78	78	78	78	78	78	
	Sum of Contract Estimate	897	2262	2925	2613	2535	11232	
SHUDALL, KATE	Sum of Quantity	7.5	11.5	12.5	12.5	12.5	56.5	
	Average of Contract Rate	95	95	95	95	95	95	
	Sum of Contract Estimate	712.5	1092.5	1187.5	1187.5	1187.5	5367.5	
	Sum of Quantity	9	11	12.5	12.5	12.5	57.5	
	Average of Contract Rate	95	95	95	95	95	95	
	Sum of Contract Estimate	855	1045	1187.5	1187.5	1187.5	5482.5	
	Sum of Quantity	8.5	11	12.5	12.5	12.5	57	
	Average of Contract Rate	95	95	95	95	95	95	
	Sum of Contract Estimate	807.5	1045	1187.5	1187.5	1187.5	5415	
	Total Sum of Quantity		72	97	112.5	108.5	100	490
	Total Average of Contract Rate		93.45454545	91.6	91.6	91.6	92.34375	92.10077519
	Total Sum of Contract Estimate		6844.5	8722	10050	9738	8947.5	44102

Halcrow

Brian McCrear	85	
	95	
	8075	8075
Laurie Mentiplay	85	
	95	
	8075	8075

Total £ 60,252.00

ROI Revised 7th Feb '10 and 18th July '10

20/07/2010

LINE ITEM	DATE	MARK	1/1/2010	31/3/2010	30/6/2010	30/9/2010	31/12/2010	31/3/2011	30/6/2011	30/9/2011	31/12/2011	31/3/2012	30/6/2012	30/9/2012	31/12/2012	31/3/2013	30/6/2013	30/9/2013	31/12/2013	
LUXURIOUS LAGUNA ROW																				
Sum of 50 units			972	972	1172	1372	1572	1772	1972	2172	2372	2572	2772	2972	3172	3372	3572	3772	3972	
Average of Contract Rate			83	85	82	85	84	81	82	81	83	82	81	83	84	82	81	83	85	
SUM OF CONTRACT ESTIMATE			80830	82680	95844	116008	137008	155280	175280	195280	215280	235280	255280	275280	295280	315280	335280	355280	375280	
Sum of Change			1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	
Sum of Contract Estimate			81902	83852	97016	117180	138172	156952	177000	197000	217000	237000	257000	277000	297000	317000	337000	357000	377000	
Sum of Change			1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	
MARKET BLESKANURH																				
Market Support			1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	
Market Support			1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172
TOTAL SUM OF CONTRACT RATE			1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	1172	
TOTAL SUM OF CONTRACT ESTIMATE			92002	94052	108736	131352	153000	174772	196500	218200	239900	261600	283300	305000	326700	348400	370100	391800	413500	

Below	
Sum of 50 units	972
Average of Contract Rate	85
Sum of Contract Estimate	82680
Sum of Change	1172
Market Support	1172
Market Support	1172

Prepared at the Office of the Director of the Department of the Environment, Planning and Infrastructure, 11/07/2010

APPENDIX 2

VALUATION OF TIE CHANGES AND PROLONGATION

1 TIE CHANGES

- 1.1 We propose that amendments to the existing Schedule Part 4 Appendix G would be appropriate to simplify the rules concerning valuation of tie Changes and to establish rates for valuation of prolongation.
- 1.2 The valuation of any tie Change will continue to be made in accordance with Clause 80.6.
- 1.3 Where Clause 80.6.3 and/or 80.6.4 applies and to the extent that they apply to a tie Change then the valuation shall be on the basis of Actual Cost or Estimated Actual Cost.
- 1.4 In respect of a valuation of any work under 1.3 above tie's Representative shall apply head office overheads and profit percentages to the appropriate elements of Actual Cost or estimated Actual Cost as follows:

(a)	Civil Engineering works	10%
(b)	Systems and Track works	17%

- 1.5 In all cases where a tie Change is being valued in accordance with Clause 80.6, Site related overhead (Preliminaries) shall be valued and added as follows:

7.4% to be added to the net valuation of the tie Change to cover the Consortium Preliminaries.

17.5% to be added to the net valuation of the tie Change to cover any other Preliminaries with regard to any tie Change associated with Civil Engineering Works, provided that this calculation shall in no case apply to Systems and Trackwork or claims for other Preliminaries in relation to prolongation costs arising from extensions of time or delay.

Site related overhead (Preliminaries) in respect of Systems and Trackwork and in respect of Tram Supply Obligations shall be valued in accordance with paragraph 2 (Prolongation) below.

2 PROLONGATION

- 2.1 Infraco acknowledges that the principle of valuation of prolongation costs arising from extensions of time granted has been established through the mediation process leading to agreement of the Estimate for Infraco Notification of tie Change Number 1. The tie Change Order number 116 reflects the basis of this agreement, which shall be formalised and applied to the valuation of prolongation costs arising from extensions of time. Infraco proposes that:
- (a) Prolongation costs including Preliminaries elements relating to Systems and Trackwork shall be based on Actual Cost or Estimated Actual Cost of the resources and/or labour employed by Infraco or its sub-contractors.

- (b) In respect of the valuation of cost elements relating to Systems and Trackworks, 17% is to be added to the Actual Cost or Estimated Actual Costs in respect of related head office overheads and profit percentages.
- (c) Preliminaries elements in relation to prolongation costs which relate to Civil Engineering Works arising from extensions of time or delay, valued in accordance with the rates set out in Appendix 2.1 hereto.
- (d) In all cases where prolongation is being valued in accordance with Clause 80.6 costs which relate to the Tram Supply Obligations shall be valued on the basis of Actual Cost or estimated Actual Cost.
- (e) In relation to Systems and Trackwork Actual Cost or Estimated Actual Cost will be established on the basis of the principles agreed in relation to the Change number 1.

APPENDIX 2.1

PROLONGATION CALCULATION WORKSHEET

See Supplemental Information CD provided with 29 July 2010 Project Carlisle Proposal;

Appendix 2.1 – Prolongation Calculation Worksheet

APPENDIX 3

GMP DRAWINGS

For the section of tram between Airport and Haymarket, and other agreed accommodation works.

3.1 BSC GMP Drawings

See Project Carlisle BBUK GMP – See CD provided with 29 July 2010 Project Carlisle Proposal:

The following attached drawings supersede those previously provided on the Project Carlisle BBUK GMP CD provided with 29 July 2010 Project Carlisle Proposal:

ULE90130-07-BRG-00083, REV 1
ULE90130-05-PLG-00265, REV 2
ULE90130-07-DRG-00136, REV 5
ULE90130-07-DRG-00137, REV 5
ULE90130-07-STP-00032, REV 2
ULE90130-07-HRL-00003, REV 10
ULE90130-07-HRL-00903, REV 9
ULE90130-07-HRL-00403, REV 7
ULE90130-07-HRL-00503, REV 8
ULE90130-07-HRL-00201, REV 9

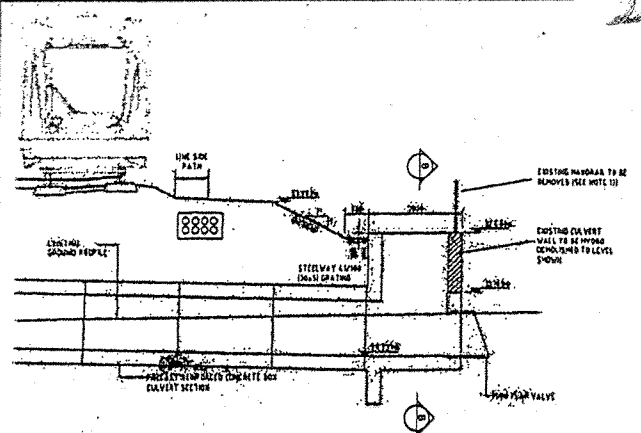
Appendix 3.1a – GMP Drawing Register 1 - See CD provided with 29 July 2010 Project Carlisle Proposal:

Appendix 3.1b – GMP Drawing Register 2 - See CD provided with 29 July 2010 Project Carlisle Proposal:

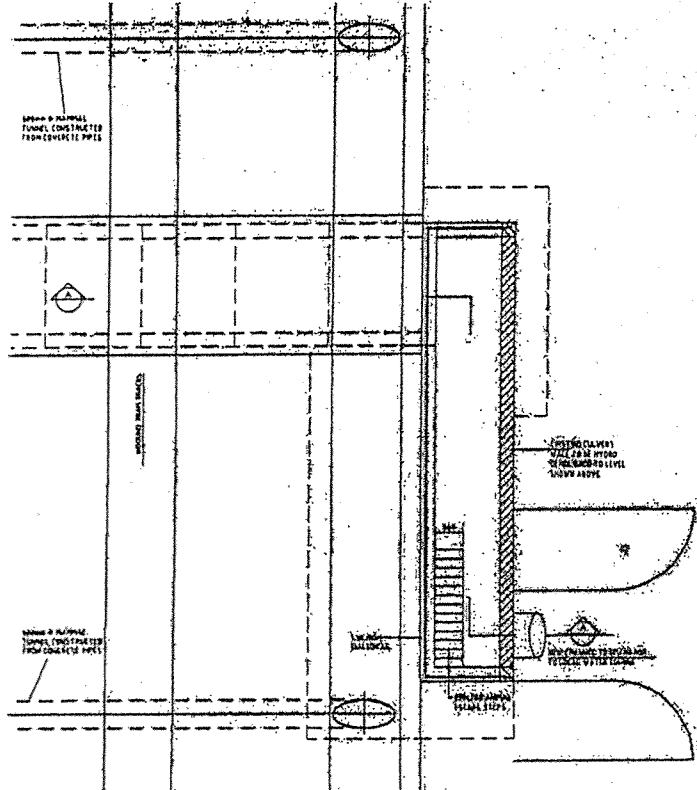
Appendix 3.1c – GMP Drawing Register 3 - See CD provided with 29 July 2010 Project Carlisle Proposal:

3.2 Siemens Design Submissions

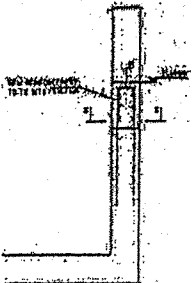
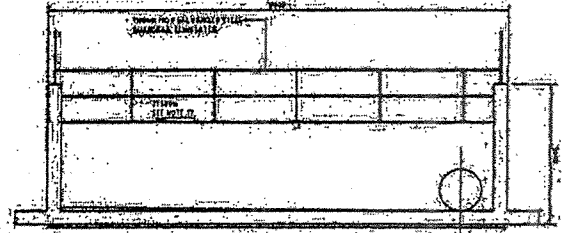
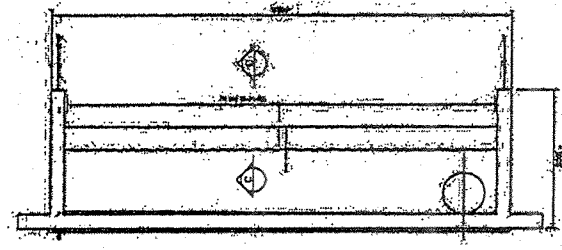
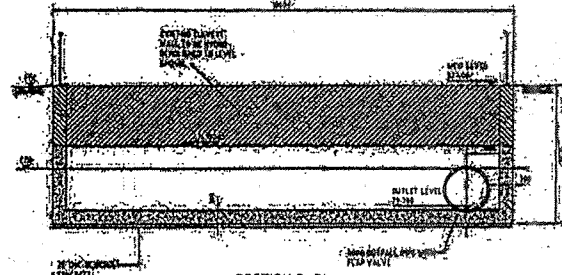
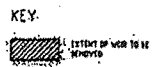
See Carlisle Siemens Appendix 3 – See CD provided with 29 July 2010 Project Carlisle Proposal:



LONGITUDINAL SECTION A - A THROUGH CULVERT No. 3
SCALE 1/2



PLAN ON CULVERT No. 3
Revised "Project Canista" Proposal
13. September 2010



RESIDUAL HAZARDS	
NO. 1	RESIDUAL HAZARD
NO. 2	RESIDUAL HAZARD
NO. 3	RESIDUAL HAZARD
NO. 4	RESIDUAL HAZARD
NO. 5	RESIDUAL HAZARD
NO. 6	RESIDUAL HAZARD
NO. 7	RESIDUAL HAZARD
NO. 8	RESIDUAL HAZARD
NO. 9	RESIDUAL HAZARD
NO. 10	RESIDUAL HAZARD
NO. 11	RESIDUAL HAZARD
NO. 12	RESIDUAL HAZARD
NO. 13	RESIDUAL HAZARD
NO. 14	RESIDUAL HAZARD
NO. 15	RESIDUAL HAZARD
NO. 16	RESIDUAL HAZARD
NO. 17	RESIDUAL HAZARD
NO. 18	RESIDUAL HAZARD
NO. 19	RESIDUAL HAZARD
NO. 20	RESIDUAL HAZARD

- NOTES:
- This drawing is to read in conjunction with the relevant specifications and all other relevant drawings.
 - All dimensions and levels to be marked on site and any discrepancies identified prior to commencement of work.
 - All materials to be used shall comply with the relevant standards.
 - All levels in metres unless otherwise stated.
 - All materials to be Grade S275 unless noted.
 - Standing to be grade S275 unless noted.
 - All work to be carried out in accordance with the relevant specifications.
 - All work to be carried out to be in accordance with the relevant specifications.
 - All exposed concrete surfaces shall be incorporated with paint.
 - All steelwork shall be painted.
 - All steelwork including parapets shall be treated with the relevant protective treatment. Consideration should be given to the relative positions and levels of steelwork to be treated.
 - All steelwork shall, grouting and supports to be installed.
 - Existing hand rail and things to be removed and stored as per the contract.
 - Existence and position of structures to be approved by the Engineer on site.
 - All structures shall be constructed in accordance with the relevant specifications.
 - Existing reinforcement to be cut to necessary.
 - Proposed level of work to be marked by the Engineer on site prior to starting in accordance with the relevant specifications.

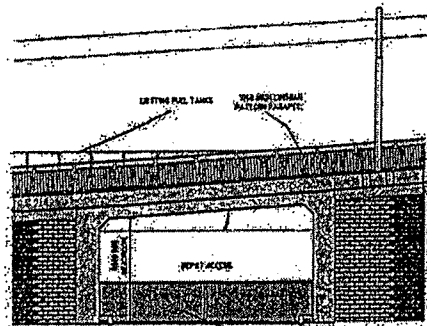
tie

EDMURGH TRAM NETWORK

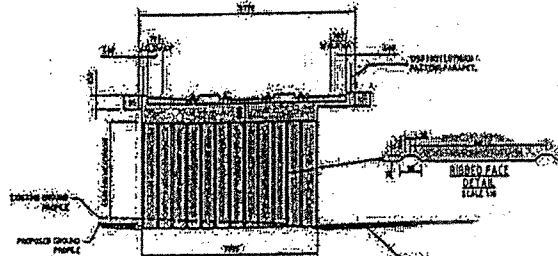
ISSUED FOR CONSTRUCTION

NOGAR BURN CULVERTS NOS. 1, 2 & 3
STRUCTURES 530, 531 & 532
CULVERT No. 3 OPTIMISATION

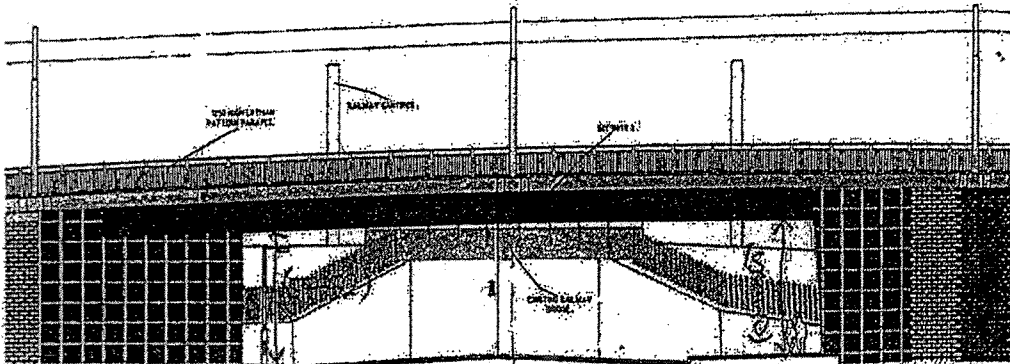
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DATE:			
DATE:			



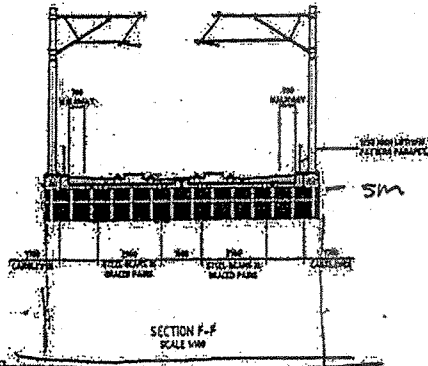
ELEVATION C-C
SCALE 1/8"



SECTION D-D
SCALE 1/8"



ELEVATION E-E
SCALE 1/8"



SECTION F-F
SCALE 1/8"

PC draws steel lined.
Panel system

Detail of vertical walling

THE DRAWING HAS BEEN PREPARED FOR THE ARCHITECT'S REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION.
THE DRAWING SHOULD BE READ IN CONJUNCTION WITH THE ARCHITECT'S SPECIFICATIONS AND NOTES.
ACCESS SHOWN TO BE LIMITED TO BALCONY ROOF USE OF PLATFORM, NOT BY STAIRS.
ALL VIEWS SHOULD BE CHECKED AGAINST THE SITE PLAN.

SYMBOL	DESCRIPTION
[Symbol]	BRICK
[Symbol]	CONCRETE
[Symbol]	GLASS
[Symbol]	STEEL

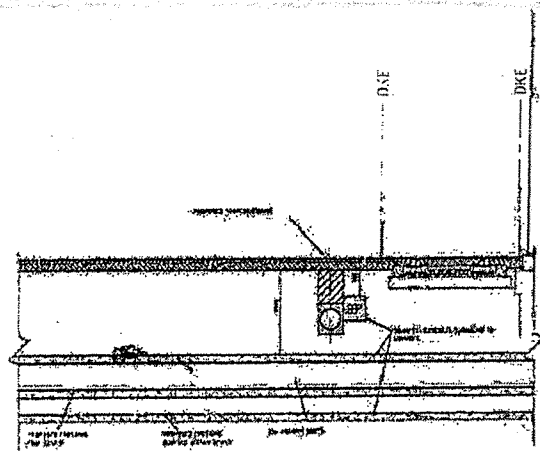


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2

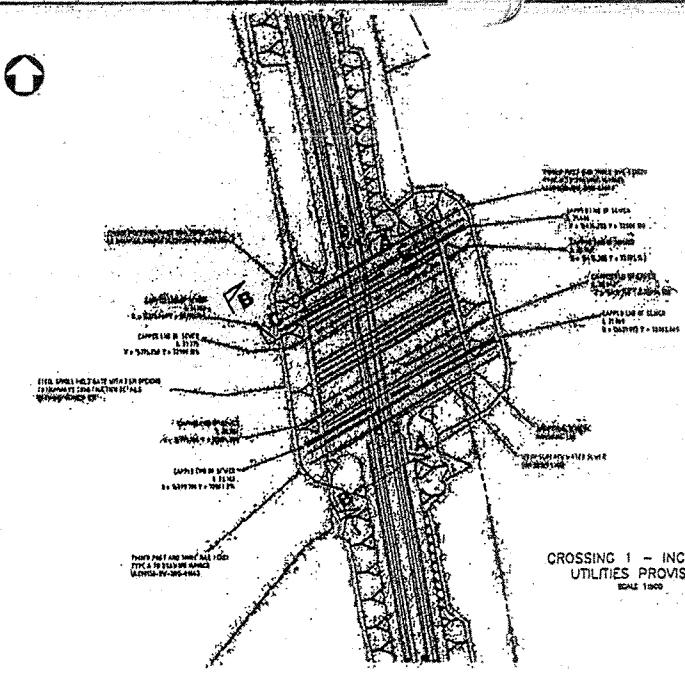


EDINBURGH TRAM NETWORK
ROSEBURN JUNCTION TO ROSGARRNHURRY & ROSGARRNHURRY VIA CRYSTAL PALACE
PLANNING DRAWINGS BATCH 8/13
SECTIONS AND ELEVATIONS SHEET 8 OF 9

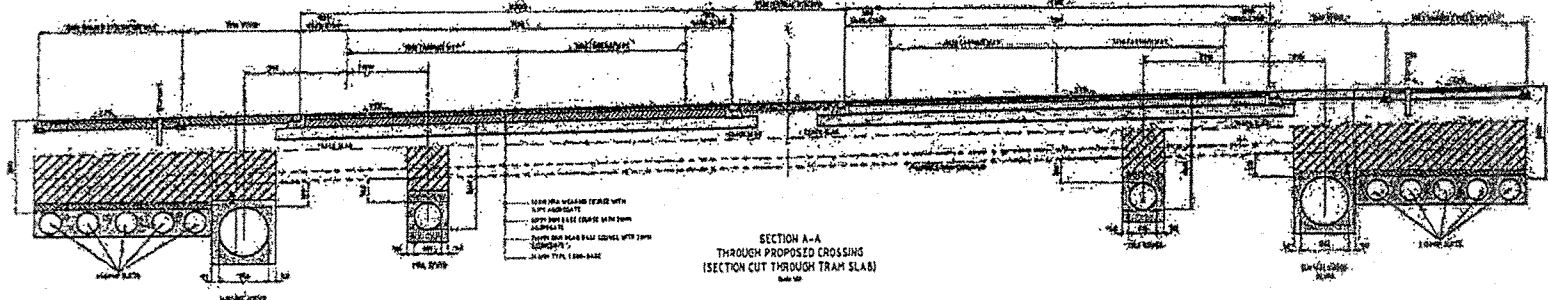
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BY	...
NO. OF SHEETS	9
PROJECT NO.	LE1100A-13-PL-01/13



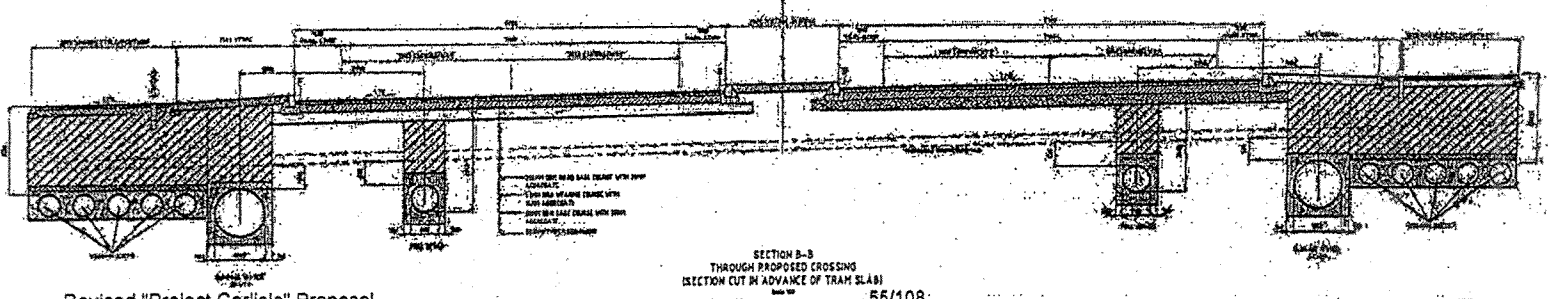
SECTION C-C THROUGH PROPOSED CROSSING
SHOWING SERVICES DUCTS
Scale 350



CROSSING 1 - INCLUDING
UTILITIES PROVISION
Scale 1:500



SECTION A-A
THROUGH PROPOSED CROSSING
(SECTION CUT THROUGH TRAM SLAB)
Scale 100



SECTION B-B
THROUGH PROPOSED CROSSING
(SECTION CUT IN ADVANCE OF TRAM SLAB)
Scale 100

Revised "Project Carlisle" Proposal
13. September 2010

55/108

NOTES

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE STATED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE STATED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE STATED.
6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE STATED.
7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE STATED.
8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE STATED.
9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE STATED.
10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE STATED.

ISSUED FOR EXTERNAL APPROVAL

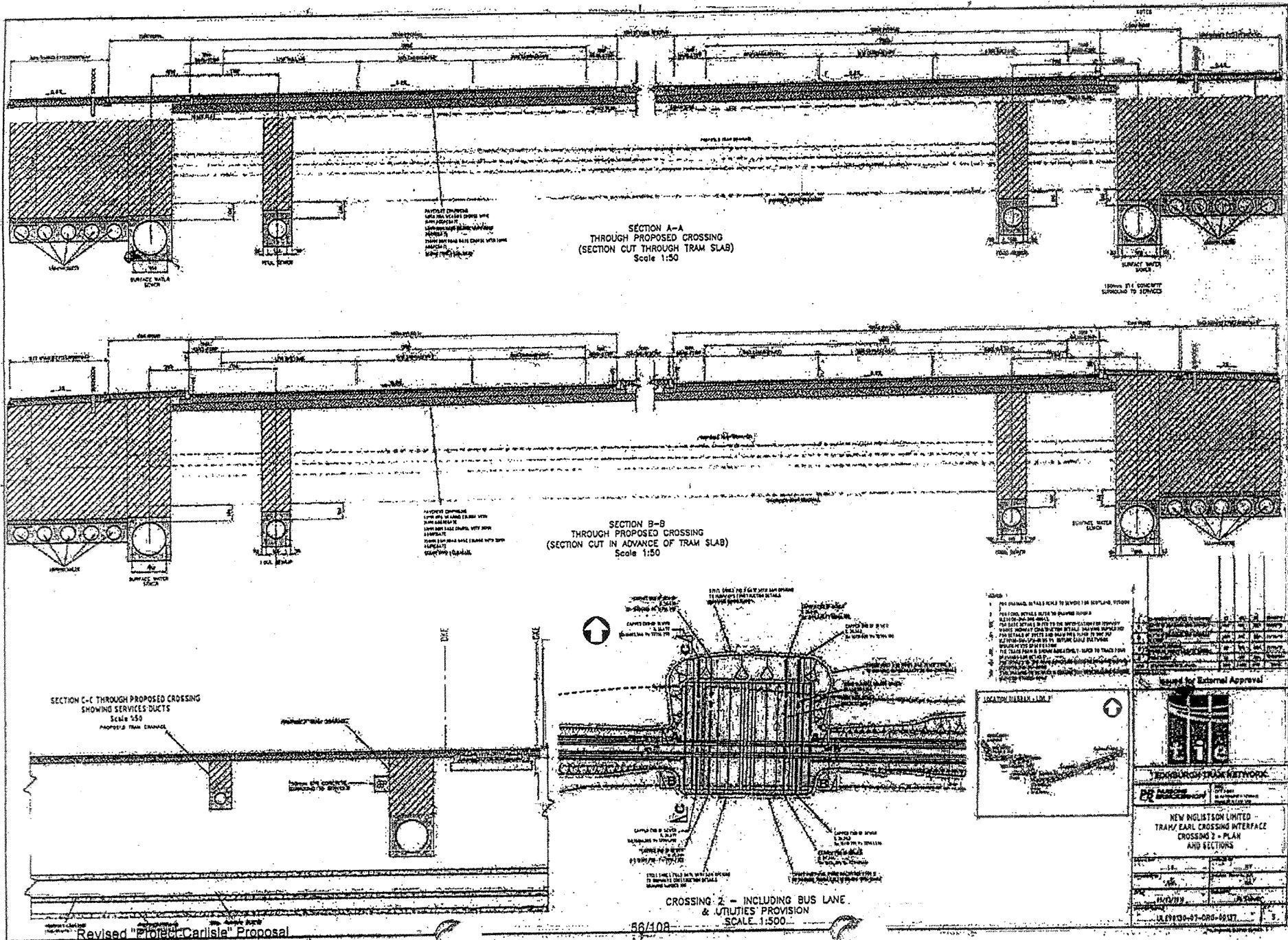
EDINBURGH TRAM NETWORK

NEW INVOLSTON LIMITED
TRAM/EARL CROSSING INTERFACE
CROSSING 1 - PLAN
AND SECTIONS

DATE: 13/09/2010

SCALE: 1:500

FILE: 55/108-01-01



Revised "Project Carlisle" Proposal
13. September 2010

- INDEX**
- 1 THE DRAWING IS MADE UP OF SEVERAL SHEETS. REFER TO THE INDEX SHEET FOR THE COMPLETE LIST OF SHEETS.
 - 2 FOR ALL DETAILS REFER TO THE DRAWING NUMBER AND SHEET NUMBER.
 - 3 FOR ALL DETAILS REFER TO THE SHEET NUMBER AND SHEET NUMBER.
 - 4 FOR ALL DETAILS REFER TO THE SHEET NUMBER AND SHEET NUMBER.
 - 5 FOR ALL DETAILS REFER TO THE SHEET NUMBER AND SHEET NUMBER.
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 - 9 FOR ALL DETAILS REFER TO THE SHEET NUMBER AND SHEET NUMBER.
 - 10 FOR ALL DETAILS REFER TO THE SHEET NUMBER AND SHEET NUMBER.

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3	ISSUED FOR CONSTRUCTION	13/09/10	[Signature]	[Signature]

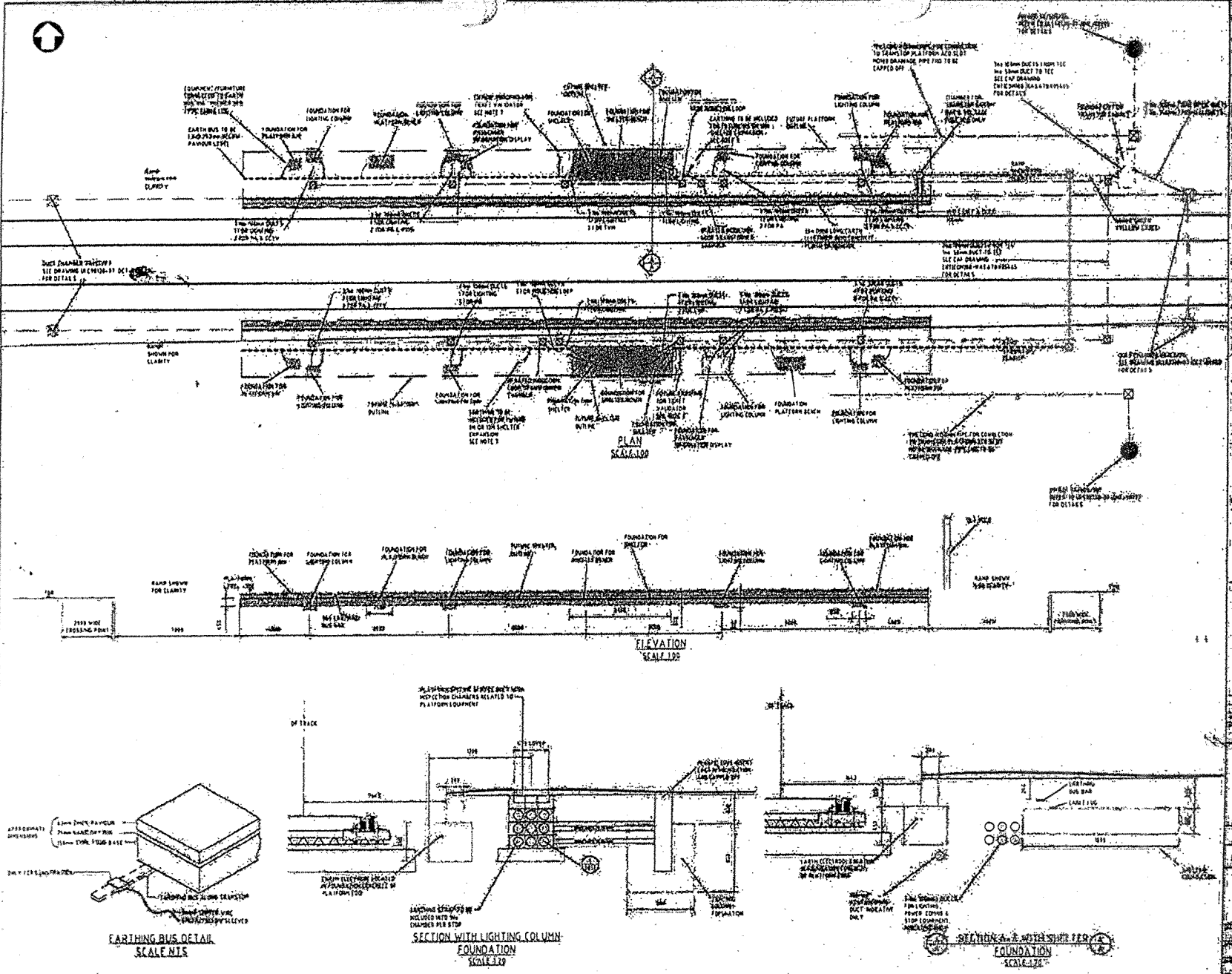
Sound for External Approval

NEW INGLISSTON LIMITED
TRAM/EARL CROSSING INTERFACE
CROSSING 2 - PLAN
AND SECTIONS

13/09/10

13/09/10

13/09/10



NOTES

1. ALL FOUNDATIONS TO BE CONCRETE UNLESS OTHERWISE STATED. ALL FOUNDATIONS TO BE REINFORCED CONCRETE UNLESS OTHERWISE STATED.
2. ALL FOUNDATIONS TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE STATED.
3. ALL FOUNDATIONS TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE STATED.
4. ALL FOUNDATIONS TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE STATED.
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9. ALL FOUNDATIONS TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE STATED.
10. ALL FOUNDATIONS TO BE CAST IN PLACE CONCRETE UNLESS OTHERWISE STATED.

LEGEND

- 1. FOUNDATION FOR LIGHTING COLUMN
- 2. FOUNDATION FOR SIGNIFIER
- 3. FOUNDATION FOR PLATFORM
- 4. FOUNDATION FOR COLUMN
- 5. FOUNDATION FOR BUS BAR
- 6. FOUNDATION FOR PLATFORM
- 7. FOUNDATION FOR COLUMN
- 8. FOUNDATION FOR BUS BAR
- 9. FOUNDATION FOR PLATFORM
- 10. FOUNDATION FOR COLUMN
- 11. FOUNDATION FOR BUS BAR

Issued for External Approval

tie

EDINBURGH STATION NETWORK

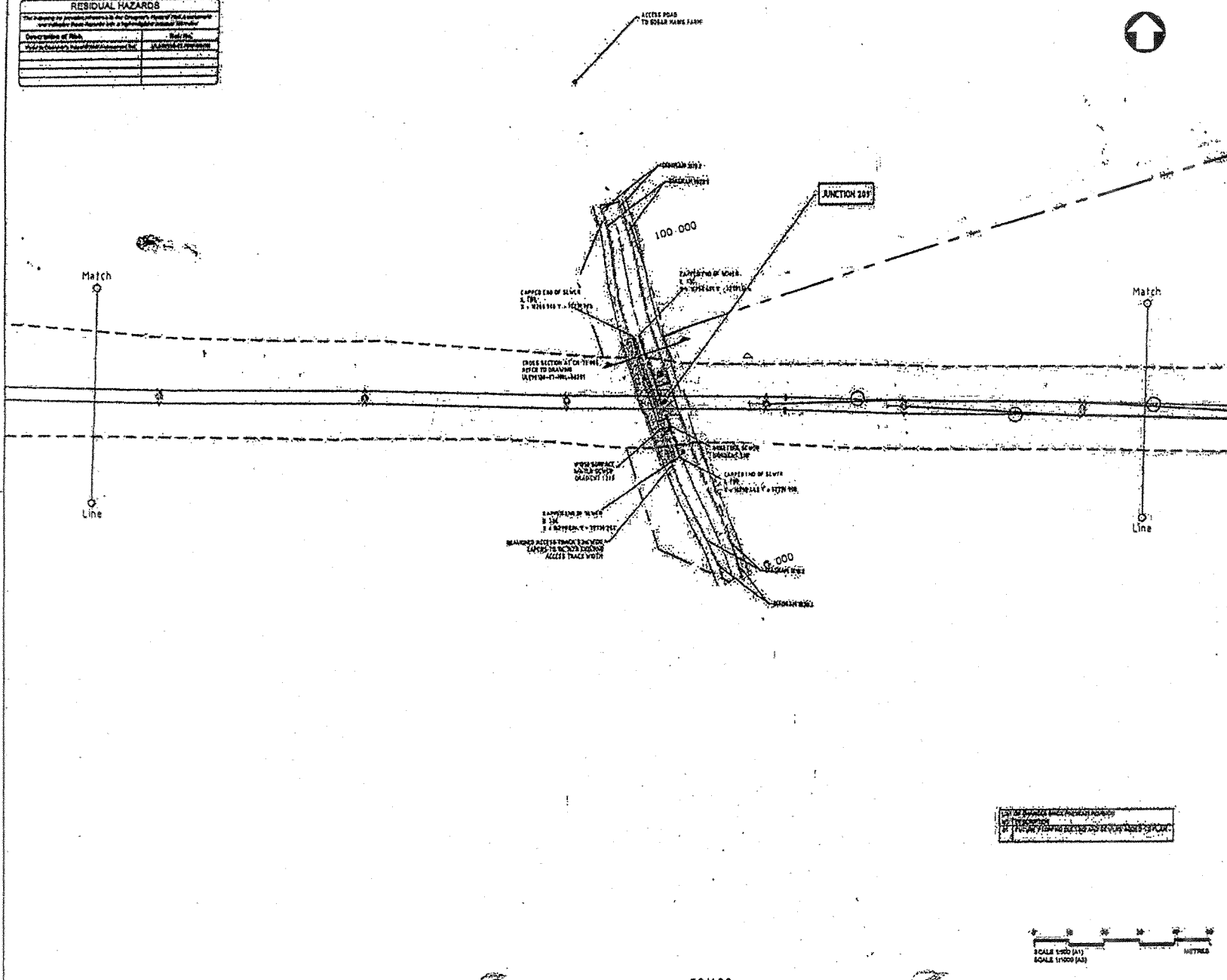
PR APPROVED

GOSARBURN TO EDINBURGH AIRPORT FUTURE TRAMSTOP WORKS TO BE COMPLETED DURING INITIAL CONSTRUCTION

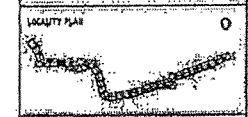
DESIGNER	SAUNDERS
REV	
APPROVED	AS SHOWN
DATE	

ULE1010-01-STP-00002

RESIDUAL HAZARDS	
The drawing is provided in accordance with the Designer's Report of Design and is not intended to be used for any other purpose without the written consent of the Designer.	
Description of Risk	Risk Rating



- NOTES**
- PROJECT MAPING USED
 - SCHEMES DATED BY LOCAL 030
 - ALL DIMENSIONS UNLESS OTHERWISE STATED ARE IN METRES
 - ALL WORK TO BE IN ACCORDANCE WITH ICE STANDARD DETAILS
 - FOR TRAFFIC SIGNS AND ROAD MARKINGS REFER TO LK1500-11-TOL-0100-0101 AND 0102 TO 0107 DRAWINGS
 - FOR PUBLIC FOOTWAYS AND PAVED AREAS REFER TO LK1500-11-TOL-0100-0101 AND 0102 DRAWINGS
 - FOR PROPAGANDA SIGNS REFER TO LK1500-11-TOL-0100-0101 TO 0103 DRAWINGS
 - FOR STREET LIGHTING REFER TO LK1500-11-TOL-0100-0101 TO 0103 DRAWINGS
 - FOR SITE LIGHTING REFER TO LK1500-11-TOL-0100-0101 TO 0103 DRAWINGS
 - FOR TRAFFIC REGULATING SIGNS REFER TO LK1500-11-TOL-0100-0101 TO 0103 DRAWINGS
 - FOR LANDSCAPE DETAILS REFER TO LK1500-11-TOL-0100-0101 TO 0103 DRAWINGS
 - FOR TRAM STOP DESIGN REFER TO LK1500-11-TOL-0100-0101 TO 0103 DRAWINGS
 - FOR UTILITY ALIAS TO LK1500-11-TOL-0100-0101 TO 0103 DRAWINGS
- LEGEND**
- ROAD LINE/CHARACTER OF ROAD
 - EDGE OF FOOTWAY OR ELEVATED
 - UNPAVED DRIVE
 - LINE OF DETENTION WALL
 - LINE OF LANE TO BE ALIGNED OR USED
 - BLACK
 - TRAFFIC SIGN
 - PROPAGANDA SIGN
 - PROPOSED UTILITY ALIAS
 - LOCATIONS REFER TO ALL DRAWINGS



NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED FOR EXTERNAL APPROVAL			
2	FOR EXTERNAL APPROVAL			
3	FOR EXTERNAL APPROVAL			
4	FOR EXTERNAL APPROVAL			
5	FOR EXTERNAL APPROVAL			
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17	FOR EXTERNAL APPROVAL			
18	FOR EXTERNAL APPROVAL			
19	FOR EXTERNAL APPROVAL			
20	FOR EXTERNAL APPROVAL			

FOR EXTERNAL APPROVAL

EDINBURGH TRAM NETWORK

PR PROJECT RISK

ODDARBURN TO EDINBURGH AIRPORT ROAD SCHEME LAYOUT PLANS SECTION 7A

DESIGNED BY	DATE	SCALE
BY		
CHECKED BY		
DATE		
SCALE		
PROJECT NO.		
DRAWING NO.		

LK1500-11-TOL-0100-0103 10

