

**APPENDIX B
PROVISIONAL SUMS AND THE MECHANISM FOR THEIR ADJUSTMENT**

1.0 Summary of Provisional Sums

- 1.1 The following tables summarises the Provisional Sums included within the Infraco Works:
- 1.2 Table 1 notes the Defined Provisional Sums for which Infraco has deemed to have made allowance for programming, planning and pricing Preliminaries.
- 1.3 Table 2 notes the Undefined Provisional Sums for which Infraco has not deemed to have made allowance for programming, planning and pricing Preliminaries.

2.0 Table 1 – Defined Provisional Sums

Item	Description of Provision Sum	trigger date	duration	£
1	Pumped surface water outfall at A8 underpass (by depot)	01 June 08		£100,000
2	Scottish Power connections to the Depot and Ingliston Park & Ride	not applicable		£750,000
4	Relocation of Ancient Monuments – this relates to those monuments noted on the route [SDS drawings ULE 90130-01-HRL 0003B, 6B, 7B, 10B, 12B, 13B, 14B, 15B & 24B refer] – it does not include cleaning and/or restoration	20 Business Day after BBS raise any queries in respect of issued information		£53,700
4	Additional cost of Network Rail compliant ballast	20 Business Day after BBS provide spec.		£300,000
5	Extra over for revised alignment to Picardy Place, York Place and London Road junctions (see also next item)	01 January 08		£3,340,324
6	Extra over for major utility diversions Picardy Place, York Place and London Road junctions	01 January 08		£3,000,000
7	Extra over for shell grip at junctions	01 August 08		£319,343
Carried forward				£7,863,367

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Item	Description of Provision	Sum	trigger date	duration	£
	Brought forward				£7,863,367
8	Allowance for Scottish Power connections to new street lights and new traffic signals		not applicable		£115,287
9	Allowance for demolition of existing Leith Walk substation (if required) [SDS drawings ULE 90130-01-SUB- 00023 rev 2, 00046 rev 1, 00047 rev 1 and 00051 rev 1 refer]		20 Business Day after BBS raise any queries in respect of issued information		£55,662
10	Urban Traffic Controls [UTC] associated with the delivery of the alignment		01 August 08		£2,500,000
11	Scottish Power connections to Phase 1a sub-stations (8nr x £50,000)		not applicable		£400,000
12	Various Forth Ports requirements including the revised alignment of track at Casino Square, relocated tramstop, junction amendments and removal of 'kink' in alignment from Constitution Street, footpath on south side of Tower Place Bridge and Victoria Dock Bridge		01 October 08		£150,000
13	Forth Ports requirements at Ocean Terminal amendments		01 October 08		£350,000
Total					£11,434,316

3.0 Table 2 – Undefined Provisional Sums

Item	Description of Provision Sum	Trigger date	£	
1	Accommodation Works	not applicable	£1,000,000	Formatted: Justified
2	Allowance for minor utility diversions	01 October 08	£750,000	Formatted: Justified
3	PICOPS / COSS / Possession Protection Staff support when undertaking works adjacent or over the railway – see also 4b) below	not applicable	£755,307	Formatted: Justified
4	Archaeological Officer – impact on productivity	not applicable	£405,755	Formatted: Justified
5	Additional Crew Relief Facilities at Haymarket [SDS drawings ULE 90130-02-STP-000126 REV 1 and 000127 rev 1 refer]	20 Business Day after BBS raise any queries in respect of issued information	£49,950	Formatted: Justified
6	Urban Traffic Controls [UTC] associated with the wider area impacts	01 January 10	£2,500,000	Formatted: Justified
7	Forth Ports requirements for design and construction of bypass road to adoptable standard	01 October 08	£400,000	Formatted: Justified
8	Forth Ports requirements for Lindsay Road amendments	01 October 08	£1,750,000	Formatted: Justified
9	Royal Bank of Scotland requirement for enhancement of Gogarburn Tramstop	01 October 08	£400,000	Formatted: Justified
Total			£8,011,012	Formatted: Justified

4.0 Basis

- a) Relocation of Ancient Monuments applies to those on the route only. Any works in respect of ancient monuments in George Street are undefined.

- b) Any costs in connection with PICOPS / COSS / Possession Protection Staff as Network Rail possession support when undertaking works adjacent or over the railway in respect of item 3 of Table 2 above shall relate solely to the possessions planned at signature of the Infraco Contract. This possession support will be adjusted in the event that Network Rail varies the requirement for PICOPS / COSS or otherwise amends the possession arrangement. However if the possession is amended or extended due to Infraco over-running then any additional possession support will not be recoverable.

5.0 Requirement to co-operate

5.1 Infraco shall co-operate with tie in the provision of design and pricing information required to satisfy the requirements of the Forth Ports Agreement.

5.2 Infraco shall co-operate with tie in the provision of pricing information required to satisfy the requirements of the Royal Bank of Scotland Agreement in connection with Gogarburn Tramstop (outline design provided by others).

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**APPENDIX C
IDENTIFIED VALUE ENGINEERING [VE]**

1.0 The following table summarises the agreed identified VE opportunities / savings which are fixed and firm reductions, save for the Key Qualifications noted: 'Designed to cost' added where this was agreed but this is to be clarified / defined

Item	Description of Identified VE Saving	trigger date	£	Key Qualifications
1	Delete depot pumping station / storm tanks by utilizing existing gravity system		-£193,526	If a small-pump is needed then this to be added as a tie Change. Formatted: Justified
2	Build part of Depot now with provision to expand in the future / reduce size of car park facilities		-£230,000	Agreed - initial supply is 100 car park spaces. Formatted: Justified
3	Delete under floor lift plant to Depot and utilize mobile jacks (including mobile future proofing)		-£250,000	Formatted: Justified
4	Delete split vehicle accommodation system at Depot - requirement dependant on tram vehicle selection - don't we know this firm one way or the other?		-£27,500	Accommodation bogies are in CAF sub-contract. Formatted: Justified
5	Rationalise scope requirement Track Maintenance Equipment at Depot and consider renting		-£27,500	Formatted: Justified
6	Deletion of one pavement (inner) to Depot		-£36,000	As shown - SDS drawing insert. Formatted: Justified
7	Delete requirement for concrete apron to security fence at Depot		-£6,080	Formatted: Justified
8	Delete compressed air system to Depot and utilize 1 or 2 local / mobile compressors		-£54,400	Formatted: Justified
Carried forward			-£825,006	Formatted: Justified

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Item	Description of Identified VE Saving	trigger date	£	Key Qualifications
	Brought forward		-£825,006	← --- Formatted: Justified
9	Consolidated VE items including those which result from changes to initial design driven by proximity to BAA runway and EARL decision as follows: <ul style="list-style-type: none"> • changes to initial Depot design driven by proximity to BAA runway (reduced bulk excavation) • reductions in structural loadings (gantry crane reduced in capacity and size impacting on building frame and envelope) • reduction in staff accommodation provision (reduced operational workforce reducing messing facilities, changing rooms, locker space, etc.) • reduction in fit out specification • reduction in domestic utility capacity (reduced building volume and accommodation provision) 		-£2,200,000	← --- Formatted: Justified
10	Delete standby generator and substitute with hardstanding and power connection for portable generator		-£150,000	← --- Formatted: Justified
11	Material recovery and reprocessing (Infracore); 2 options - reconstituted planings & Type 1R		-£500,000	Level of saving is subject to adjustment of quantity of this item based on the final design. ← --- Formatted: Justified
Carried forward			-£3,675,006	← --- Formatted: Justified
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Item	Description of Identified VE Saving	trigger date	£	Key Qualifications
	Brought forward		-£3,675,006	Formatted: Justified
12	Reduce kerb and associated re-instatement of pavement		-£100,000	Level of saving is subject to adjustment of quantity of this item based on the final design. Formatted: Justified
13	Reduce drainage run from guideway		-£100,000	Level of saving is subject to adjustment of quantity of this item based on the final design. Formatted: Justified
14	Rationalise specification for overhead contact system – switchgear is considered "quite onerous" – need to review this description for contract		-£160,000	Price change requested for manual, three position cubicle mounted isolators throughout, with exception of the Depot where they can be pole mounted. Status of isolator to be shown via SCADA. Formatted: Justified
15	Edinburgh Park Viaduct 7 spans reduced to 2 with steel beams utilized in lieu of concrete		-£1,470,000	Subject to approval of NEL / CEC and being Designed to Cost Formatted: Justified
16	Carricknowe Bridge parapet – downgrade from P6 / P5 to N2 (reduce cost of parapet plus knock on effect on deck design / cost) Is this now firm?		-£85,000	Subject to approval of design by Network Rail Formatted: Justified
Carried forward			-£5,590,006	Formatted: Justified

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Item	Description of Identified Saving	VE	trigger date	£	Key Qualifications
	Brought forward			-£5,590,006	Formatted: Justified
17	A8 Underpass – various initiatives			-£850,000	Change to contiguous piled wall / leaner design. Formatted: Justified
18	Roseburn Street Viaduct – various initiatives			-£1,375,000	Subject to approval of stakeholders – Network Rail and SRU and being Designed to Cost. Formatted: Justified
19	Water of Leith initiatives			-£150,000	Subject to being Designed to Cost Formatted: Justified
20	Eight maintenance walkway structures – delete or reduce			-£250,000	Subject to being Designed to Cost Formatted: Justified
21	Class 7 material conversion			-£300,000	Level of saving is subject to adjustment of quantity of fill required by the final design. Formatted: Justified
22	Optimize the work site lengths wherever practical to ensure efficient construction outputs			-£300,000	Formatted: Justified
23	Accept more disruption over shorter period to maximize efficiency of construction operations			-£100,000	Formatted: Justified
24	Option to lease UPS provision from supplier rather than purchase			-£300,000	Subject to agreement of Operator / TEL Formatted: Justified
25	Rationalizing spares supplied with the Infraco bid			-£300,000	Subject to agreement of Operator / TEL Formatted: Justified
Carried forward				-£9,515,006	Formatted: Justified

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**APPENDIX D
 FURTHER VALUE ENGINEERING [VE]**

1.0 The following table summarises provisional further VE opportunities / savings:

Item	Description of Identified VE Saving	trigger date	£	Comments
1	Further project management integration over 3 years		-£500,000	Joint target Formatted: Justified
2	SDS design scope economy, variation and reduction		-£500,000	Joint target Formatted: Justified
3	Tramstops – standard finishes to circa 20% - 30% of stops		-£500,000	Joint target Formatted: Justified
4	Picardy Place level flexing – MUDFA savings		-£500,000	tie led initiative Formatted: Justified
5	Picardy Place level flexing – construction savings		-£500,000	Joint initiative Formatted: Justified
6	Value engineer finishes on Edinburgh Park Viaduct and other structures		-£170,000	Subject approval of NEL / CEC Formatted: Justified
7	Omission of crossover at Ocean Terminal and associated savings through reductions to OLE, signalling etc.		-£ ,000	Recent proposed item from tie – saving to be agreed Formatted: Justified
8	Rationalize Depot Access Bridges		-£ ,000	Recent proposed item from BBS – saving to be agreed Formatted: Justified
9	Spare			Formatted: Justified
10	Spare			Formatted: Justified
Total			-£2,670,000	Formatted: Justified

**APPENDIX E
UTILITIES DIVERSIONS TO BE CARRIED OUT BY INFRACO**

NOTE: information to be inserted by Val

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**APPENDIX F
SCHEDULE OF RATES AND QUANTIFIED SCHEDULE OF RATES**

APPENDIX G PROCESS FOR AGREEMENT OF VALUE OF VARIATIONS

1.0 Generally

1.1 The tie Representative shall value the Variations in accordance with the following principles:

- (a) Where the Works or Services performed are of similar character and executed under similar conditions to that reflected by the unit rates in this Schedule then such Works or Services shall be valued at the unit rates contained therein as applicable.
- (b) Where Works or Services are not of a similar character, are not executed under similar conditions or involve asset quantities significantly different from those reflected by this Schedule then such Works or Services shall be valued using such Rates contained therein as the basis for valuation so far as this may be reasonable.
- (c) Where the principles of (a) and (b) are considered inappropriate by the tie Representative the Services shall be valued on the basis of Actual Cost where possible or estimated Actual Cost, failing which a fair valuation shall be made.

1.2 In respect of a valuation of any work under 1.1(c) the tie Representative shall apply head office overheads and profit percentages to the appropriate elements of Actual Cost as follows:

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

For the avoidance of doubt the percentages above do not include site related overhead which shall payable by tie.

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1.3 The amount of the overheads and profit percentage calculated as part of the valuation of Variations shall be added in the case where the valuation results in an addition and shall be deducted where the valuation results in an omission.

1.4 Where 1.1(c) above is the basis of the valuation of variations or Changes then the following items shall not be included as Actual Costs under the Infraco Contract.

1. Costs not justified by the Infraco's accounts and records.
2. Costs not payable under the Infraco Contract.
3. Costs arising from the Infraco's Design errors.
4. Costs arising in respect of loss or damage except as provided for under the Agreement.

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5. Costs which should have not been paid to a sub-contractor in accordance with the relevant sub-contract.
6. Costs arising from people who are part of the Head Office Overhead.

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CHECK this does not cut across the Employer's Requirements that the design generally and the implementation of the Traction Power Supply System (including sub-stations, OLE and cabling) specifically shall be capable of accommodating addition trams to support an 8 + 8 trams per hour service + a 50% addition		
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The price includes for all work necessary to enable the tram vehicles to operate and comprehensively integrate with the infrastructure designed and installed by Infraco.		
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's price is based on the scope as at		
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and firm against the profile (to be defined)		
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f) Network Rail immunisation: **NOTE:** as BBS letter dated 12th October 2007

Infraco will undertake all Network Rail immunisation including management of all associated works, programme and management of approvals.

This is subject to Network Rail not unilaterally rejecting Infraco's immunisation strategy at the outset.

tie will pay 100% of Infraco's costs for Network Rail immunisation up to a cap of £3million for the total value (excluding Value Added Tax).

If the costs are lower than the cap of £3million referred to above, then the benefits are to be shared 33 $\frac{1}{3}$ % each to **tie**, Network Rail and Infraco.

The strategy is based on Infraco carrying out the works and supplying all equipment.

In the event that Network Rail does not accept Infraco's strategy, **tie** will seek the direct input of CEC, Transport Scotland and the Scottish Executive / Government in order to gain acceptance.

Infraco agree to carry out further Network Rail immunisation value engineering investigations jointly with **tie**.

No Network Rail costs are included in the above figures.

If Network Rail rejects Infraco's proposals due to technical reasons, the responsibility lies with Infraco. However if Infraco's proposals is otherwise technically acceptable but Network Rail has applied discretion in its rejection then the responsibility lies with **tie**.

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will be followed by Infraco except where specifically stated otherwise in Schedule [15]. However **tie** acknowledges that minor amendments to the above may be required and will use its reasonable endeavours to obtain CEC's agreement to such amendments provided that they are consistent in overall terms; **NOTE:** BBS (Steve Sharp and Scott McFadzen to review)

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Utilities Apparatus forming part of the MUDFA Works

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the price includes for all earthworks quantities within the earthworks outline;

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