
From: Graeme Barclay
Sent: 15 May 2008 07:33
To: John Casserly
Subject: RE: Commitments under MUDFA contract

Nice one JC.

Graeme Barclay
Construction Director - MUDFA

tie Limited
MUDFA
Western Harbour
Leith Docks
Edinburgh EH6 6QF

Tel: 
Fax: 
Mob: 
Email: graeme.barclay@tie.ltd.uk

www.tramsforedinburgh.com
www.tie.ltd.uk

From: John Casserly
Sent: 14 May 2008 17:21
To: Hamish Sheppard; Graeme Barclay
Cc: Alan.Coyle@edinburgh.gov.uk
Subject: RE: Commitments under MUDFA contract

Hamish

Apologies for the delay in responding.

With regard your question I confirm the following:

Under the MUDFA Agreement Clause 60 *Termination During Pre-Construction Phase* we had the ability to terminate the MUDFA works with no compensation payable to the MUDFA Contractor and only payment for the works completed required.

However, now we are in the construction phase of the works we would be liable for the value of the works done up to and including the date of termination plus any agreed claims value in respect of the actual works completed plus potential compensation to the MUDFA Contractor in respect of reduced turnover, under recovery of overhead, loss of profit, prelims costs, costs associate with either reallocation or redundancy for staff resources, demobilisation/reinstatement costs for incomplete utility diversions/work sections etc. The only way in which tie would not be liable for/could avoid any compensation payments to MUDFA Contractor would be if the Agreement was terminated under either Clause 61 *Termination For Corrupt Gifts And Payments* or Clause 57 *Default Of The MUDFA Contractor*. Both of these Clauses, however, require specific actions/events to have occurred and I am currently unaware of any material event which would justify the use of either Clause, plus Clause 57 also has a twenty business day period for the MUDFA Contractor to resolve the relevant breach/termination issue.

I trust the above is of assistance. I can send through a copy of the relevant Clauses from the Agreement if you wish, but please give me a call if you wish to discuss any aspect of the above in more detail.

Regards

John

John Casserly
Commercial Manager - MUDFA

tie Limited
MUDFA
Western Harbour
Leith Docks
Edinburgh, EH6 6QF

Tel: [REDACTED]
Fax: [REDACTED]
Mob: [REDACTED]
Email: john.casserly@tie.ltd.uk

www.tramsforedinburgh.com
www.tie.ltd.uk

From: Hamish Sheppard
Sent: 14 May 2008 13:32
To: John Casserly; Graeme Barclay
Cc: Alan.Coyle@edinburgh.gov.uk
Subject: Commitments under MUDFA contract

John / Graeme

Request from CEC where we need an answer pdq. Can you confirm what under the AMIS contract we are committed to in monetary terms. Ie. Are we tied into the whole contract, less what has been paid to date, or are we committed to only paying them for work done to date, but not paid, plus I assume any claim that would arise, (though this would be a stab in the dark)

Thanks
Hamish

Hamish Sheppard
.....

tie limited
Verity House
City Point
65 Haymarket Terrace
Edinburgh EH12 5BH

Tel: [REDACTED]
Fax: [REDACTED]
Mobile: [REDACTED]
Email: Hamish.Sheppard@tie.ltd.uk