
From: Duncan Fraser
Sent: 17 June 2009 17:10
To: Jim McEwan
Subject: RE: MUDFA Areas Pre September 2008

I hope we can avoid Mudfa walking away without penalty . I await with interest their no doubt crafted reply which may not be wortfmth the paper it is wrtten on

From: Jim McEwan <Jim.McEwan@tie.ltd.uk>
Sent: 17 June 2009 16:45
To: Duncan Fraser <Duncan.Fraser@tie.ltd.uk>; Dennis Murray <Dennis.Murray@tie.ltd.uk>
Cc: Frank McFadden <Frank.McFadden@tie.ltd.uk>; Sheena Smith <Sheena.Smith@tie.ltd.uk>; Graeme Barclay <Graeme.Barclay@tie.ltd.uk>; Steven Bell <Steven.Bell@tie.ltd.uk>; Tara Edgar <Tara.Edgar@tie.ltd.uk>
Subject: RE: MUDFA Areas Pre September 2008

Duncan

I raised and had formally minuted this morning that Carillion acknowledge there are no QMS records prior to September 08, no dilapidation surveys, no ITP documentation. I have asked them to advise me by next meeting on how they plan to assure Tie that the reinstatement of these areas has been carried out to the required standard, especially given that the works on Shandwick Place are so clearly inadequate.

Regards

Jim

From: Duncan Fraser
Sent: 17 June 2009 16:37
To: Dennis Murray
Cc: Frank McFadden; Sheena Smith; Jim McEwan
Subject: FW: MUDFA Areas Pre September 2008

On the basis that a significant proportion of the Mudfa works does not have QMS records can tie claim the cost of getting this done by Infraco. This ensures that the formation is sound and that any corrective action on Mudfa reinstatements can be off-set against the Mudfa contract, as QMS was part of their contractual obligation.

It would seem unreasonable for Mudfa (AMIS and Carillion) to have failed to meet their obligations and not be penalised for this and also pass on a liability to tie/CEC? A statement from Mudfa providing a 5 year guarantee for compliance with RAUC in the absence of QMS records or staff who were their when the work was done seems to be of little value. Once Infraco starts the evidential base required to show the Mudfa work was defective will be open to challenge and also the opportunity for them to make good defectives seems impractical- so can their omission be made their liability in contract???

The end point must be that tie has assurance from Infraco that their works and any corrective action to Mudfa and any other third parties works are made good and form a formation which provides a sound foundation from which to build. This ensures that any future defect rests with Infraco rather than Mudfa?? Doing this later is fraught with difficulties- technically complex, large costs, adverse PR especially political.

I suggest this requires very careful consideration so that the QMS issue does not compound itself into an even bigger problem. What is your view as to the way forward and further to our meeting yesterday?

From: Sheena Smith
Sent: 17 June 2009 08:18
To: Frank McFadden; Steven Bell; Jim McEwan; Dennis Murray; Duncan Fraser
Subject: MUDFA Areas Pre September 2008

As discussed yesterday please find attached the list of areas (provided by CUS) that were complete prior to September 2008 thus have little or no records in place to verify the works.

Subsequent to September 2008 the CUS Inspection and Test Plan system was implemented and is utilised on site in accordance with ISO 9001.

Sheena

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