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**From:** Tom Hickman [Tom.Hickman@tie.ltd.uk]  
**Sent:** 25 May 2010 16:23  
**To:** Glover, Joanne; Susan Clark; Mark Hamill  
**Subject:** RE: Example: Failure to advise of non-Compensation Event delays (clause 65.10)

All,  
Comments and list of Clause 65.10 correspondence below.

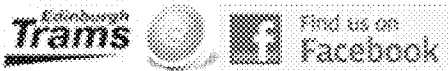
Regards,

**Tom Hickman**  
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**From:** Glover, Joanne [mailto:Joanne.Glover@dlapiper.com]  
**Sent:** 24 May 2010 19:25  
**To:** Susan Clark; Mark Hamill  
**Subject:** Example: Failure to advise of non-Compensation Event delays (clause 65.10)

**The Infraco has not applied its expertise to carry out and complete the Infraco Works.**

**Example: Failure to advise of non-Compensation Event delays (clause 65.10)**

The Infraco has consistently failed to inform **tie** at the earliest opportunity of circumstances other than those entitling the Infraco to an extension of time or relief under clause 65 of the Infraco Contract which cause delay to the Infraco Works and has failed to give an estimate of the likely effect upon the Programme or at the Infraco's own expense take such acceleration measures as are necessary to achieve the requirements of the Programme.

From the period from **08-Feb-10** to **24-May-10** **tie** became aware of **64** instances of circumstances which may delay the Infraco Works other than Compensation Events. In [none] (agreed) of the instances did the Infraco notify **tie**. In [none] (agreed) of the instances did the Infraco give an estimate to **tie**. In [none] (agreed) of the instances did the Infraco take acceleration measures.

**tie** has been writing to the Infraco to advise the Infraco of these circumstances and requesting information from the Infraco. Generally the Infraco has responded by stating that the Infraco Works have not been delayed by the circumstances detailed in the letter and the Infraco is therefore not obliged to inform **tie** under Clause 65.10. This is a blatant disregard for the provisions of Clause 65.10. In addition, if the Infraco were behaving as a competent and professional contractor, the Infraco would be informing the client of such delays or affect on programme in accordance with the contract terms and managing the programme and mitigating the effects of any delay.

List of 65.10 correspondence sent so far:

<a href="#">INF CORR 40448sc.pdf</a>	4048 - clause 65.10 Section 5B Guided Busway	08-Feb-10
<a href="#">INF CORR 4047sc.pdf</a>	4047 - Clause 65.10 Section 2A Haymarket Viaduct	08-Feb-10
<a href="#">INF CORR 4137.pdf</a>	4137 - Princes Street Snagging – Clause 65.10 week ending 13th Feb 2010	23-Feb-10
<a href="#">INF CORR 4138.pdf</a>	4138 - Tower Place Bridge Clause 65.10 Week Ending 13th Feb 2010	23-Feb-10
<a href="#">INF CORR 4139.pdf</a>	4139 - Depot Building Clause 65.10 Week Ending 13th Feb 2010	23-Feb-10
<a href="#">INF CORR 4141.pdf</a>	4141 - Section 2A Trackworks Clause 65.10 Week Ending 13th Feb 2010	23-Feb-10
<a href="#">INF CORR 4142.pdf</a>	4142 - Haymarket Viaduct Clause 65.10 Week Ending 13th Feb 2010	23-Feb-10
<a href="#">INF CORR 4200.pdf</a>	4200 - 1D Prince St (Crummocks) Clause 65.10 W/E 20/02/10	25-Feb-10
<a href="#">INF CORR 4201.pdf</a>	4201 - 1D Prince St (Mackenzie's) Clause 65.10 W/E 20/02/10	25-Feb-10
<a href="#">INF CORR 4140.pdf</a>	4140 - Clause 65.10 Week Ending 13/02/10	26-Feb-10
<a href="#">INF CORR 4224.pdf</a>	4224 - Depot Building Clause 65.10 W/E 20/02/10	01-Mar-10
<a href="#">INF CORR 4225.pdf</a>	4225 - S29 Gogarburn Bridge Clause 65.10 W/E 20/02/10	01-Mar-10
<a href="#">INF CORR 4226.pdf</a>	4226 - S19 Haymarket Viaduct Clause 65.10 W/E 20/02/10	01-Mar-10
<a href="#">INF CORR 4227.pdf</a>	4227 - S27 Edinburgh Park Bridge Clause 65.10 W/E 20/02/10	01-Mar-10
<a href="#">INF CORR 4228.pdf</a>	4228 - Section 2A Trackworks Clause 65.10 W/E 20/02/10	01-Mar-10
<a href="#">INF CORR 4325.PDF</a>	4325 - Section 2A Trackworks Clause 65.10 Week ending 27th February 2010	09-Mar-10
<a href="#">INF CORR 4326.PDF</a>	4326 - S19 Haymarket Viaduct Clause 65.10 - Week ending 27th February 2010	09-Mar-10
<a href="#">INF CORR 4327.PDF</a>	4327 - Depot Building - Clause 65.10 - Week ending 27th February 2010	09-Mar-10
<a href="#">INF CORR 4379.pdf</a>	4379 - Clause 65.10 Week Ending 13 February 2010 and 20th February 2010	12-Mar-10
<a href="#">INF CORR 4381.pdf</a>	4381 - Section 2A Trackworks Clause 65.10 Week ending 06th March 2010	12-Mar-10
<a href="#">INF CORR 4384.pdf</a>	4384 - Depot building Clause 65.10-Week ending 06th March 2010	12-Mar-10
<a href="#">INF CORR 4380.pdf</a>	4380 - S19 Haymarket Viaduct Clause 65.10 week ending 6 March 2010	15-Mar-10
<a href="#">INF CORR 4382.pdf</a>	4382 - 1D Princes St (Mackenzies) Clause 65.10 week ending 6th March 2010	15-Mar-10

<a href="#">INF CORR 4383.pdf</a>	4383 - 1D Princes St (Crummocks) Clause 65.10 week ending 6th March 2010	15-Mar-10
<a href="#">INF CORR 4385.pdf</a>	4385 - Edinburgh Park Bridge (S27) Clause 65.10 Week ending 06 March 2010	15-Mar-10
<a href="#">INF CORR 4540.pdf</a>	4540 - Section 2A Trackworks - Clause 65.10 - Week Ending 20th March 2010.	30-Mar-10
<a href="#">INF CORR 4541.pdf</a>	4541 - Depot Building - Clause 65.10 Week Ending 20th March 2010.	30-Mar-10
<a href="#">INF CORR 4542.pdf</a>	4542 - Russell Road Bridge - Clause 65.10 - Week Ending 20th March 2010	30-Mar-10
<a href="#">INF CORR 4543.pdf</a>	4543 - Guided Busway - Clause 65.10 - Week Ending 20th March 2010.	30-Mar-10
<a href="#">INF CORR 4544.pdf</a>	4544 - Edinburgh Park Bridge (S27) Clause 65.10 - Week Ending 6th March 2010.	30-Mar-10
<a href="#">INF CORR 4548.pdf</a>	4548 - Depot Access Bridge Clause 65.10	30-Mar-10
<a href="#">INF CORR 4551.pdf</a>	4551 - Clause 65.10 letters	30-Mar-10
<a href="#">INF CORR 4545.pdf</a>	4545 - Section 2D Clause 65.10 W/E 20/03/10	08-Apr-10
<a href="#">INF CORR 4547.pdf</a>	4547 - A8 Underpass Clause 65.10	08-Apr-10
<a href="#">INF CORR 4729.pdf</a>	4729 - Section 1D Clause 65.10 W/E 27/03/10	08-Apr-10
<a href="#">INF CORR 4820.pdf</a>	4820 - Clause 65.10 Week ending 10th April 2010	16-Apr-10
<a href="#">INF CORR 4859.pdf</a>	4859 - Clause 65.10	22-Apr-10
<a href="#">251.201.JDo.5490.pdf</a>	5490 - Haymarket Viaduct Clause 65.10 Week Ending 10th April 2010	23-Apr-10
<a href="#">INF CORR 4879.pdf</a>	4879 - Infraco Contract - Section 2A Trackworks Clause 65.10 - Week Ending 17th April 2010.	26-Apr-10
<a href="#">INF CORR 4880.pdf</a>	4880 - Section 2A - Haymarket Viaduct (S19) Clause 65.10 - Week Ending 17th April 2010	26-Apr-10
<a href="#">INF CORR 4881.pdf</a>	4881 - Section 5A - Russell Road Retaining Wall Clause 65.10 Week Ending 17th April 2010	26-Apr-10
<a href="#">INF CORR 4882.pdf</a>	4882 - Section 5C A8 Underpass (W28) Clause 65.10 Week Ending 17th April 2010.	26-Apr-10
<a href="#">INF CORR 4883.pdf</a>	4883 - Section 6 Depot Clause 65.10 Week Ending 17th April 2010.	26-Apr-10
<a href="#">INF CORR 4048.pdf</a>	4048 - Clause 65.10 Section 5B Guided Busway	06-May-10
<a href="#">INF CORR 4986.pdf</a>	4986 - 1D Princes Street (Crummock) Clause 65.10 (Week Ending 30/04/10)	09-May-10
<a href="#">INF CORR 4987.pdf</a>	4987 - 1D Princes Street (Mackenzie) Clause 65.10 (Week Ending 30/04/10)	09-May-10
<a href="#">INF CORR 4993.pdf</a>	4993 - Clause 65.10 Section 2A Haymarket Viaduct Week Ending 27/02/10	09-May-10
<a href="#">INF CORR 4994.pdf</a>	4994 - Section 5B Edinburgh Park Station Road Busgate Clause 65.10 Week Ending 01/05/10	09-May-10
<a href="#">INF CORR 4995.pdf</a>	4995 - Section 2A Haymarket Viaduct S19 Clause 65.10 Week Ending 01/05/10	09-May-10
<a href="#">INF CORR 4996.pdf</a>	4996 - Section 2A Trackworks Clause 65.10 Week Ending 01/05/10	09-May-10
<a href="#">INF CORR 4997.pdf</a>	4997 - Section 5B Carrick Knowe Bridge Clause 65.10 Week Ending 01/05/10	09-May-10
<a href="#">INF CORR 4988.pdf</a>	4988 - Clause 65.10 S27 Edinburgh Park Bridge Delays to Bridge Superstructure	14-May-10
<a href="#">INF CORR 5046.pdf</a>	5046 - Section 2A Haymarket Viaduct (S19) Clause 65.10 - Week Ending 08/05/10	14-May-10

<a href="#">INF CORR 5047.pdf</a>	5047 - Section 5B Carrick Knowe Bridge Clause 65.10 - Week Ending 08/05/10	14-May-10
<a href="#">INF CORR 5048.pdf</a>	5048 - Section 2A Trackworks Clause 65.10 - Week Ending 08/05/10	14-May-10
<a href="#">INF CORR 5076.pdf</a>	5076 - 1D Princes Street – Mound Junction Mackenzie Clause 65.10 Week Ending 14/05/10	20-May-10
<a href="#">INF CORR 4992.pdf</a>	4992 - Section 5B Edinburgh Park Bridge North Approach Ramp Clause 65.10	24-May-10
<a href="#">INF CORR 5111.pdf</a>	5111 - Section 5B Edinburgh Park Station road (Bus gate) Clause 65.10 week ending 15th May 2010	24-May-10
<a href="#">INF CORR 5112.pdf</a>	5112 - Section 6 Depot Clause 65.10 week ending 15th May 2010	24-May-10
<a href="#">INF CORR 5113.pdf</a>	5113 - Section 5C A8 Underpass Clause 65.10 week ending 15th May 2010	24-May-10
<a href="#">INF CORR 5114.pdf</a>	5114 - Section 2A Trackworks Clause 65.10 week ending 15th May 2010	24-May-10
<a href="#">INF CORR 5115.pdf</a>	5115 - Section 5B Carrick Knowe Bridge Clause 65.10 week ending 15th May 2010	24-May-10
<a href="#">INF CORR 5116.pdf</a>	5116 - Section 2A Haymarket Viaduct (S19) Clause 65.10 week ending 15th may 2010	24-May-10
<a href="#">INF CORR 5117.pdf</a>	5117 - Section 5A Russell Road RW W4 Clause 65.10 week ending 15th May 2010	24-May-10

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