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**From:** Steven Bell  
**Sent:** 29 September 2008 17:18  
**To:** Dennis Murray  
**Subject:** FW: As Built Drawings

Steven Bell  
Edinburgh Tram Project Director

**tie** Limited  
Citypoint  
65 Haymarket Terrace  
Edinburgh EH12 5HD

Tel: +44 (0) [REDACTED]  
Fax: +44 (0) [REDACTED]

Email: [steven.bell@tie.ltd.uk](mailto:steven.bell@tie.ltd.uk)

[www.tramsforedinburgh.com](http://www.tramsforedinburgh.com)  
[www.tie.ltd.uk](http://www.tie.ltd.uk)

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**From:** Reynolds, Steve [mailto:ReynoldsS@pbworld.com]  
**Sent:** 29 September 2008 15:31  
**To:** Steven Bell  
**Subject:** As Built Drawings

Steven

I have now reviewed the contents of the informal note and would make the following observations. The informal note contains this statement:-

In support of their position SDS refer to the provisions of another Contract relating to the MUDFA Contract. The contract referred to post dates the SDS Agreement. The SDS comments and referenced extracts from another contract have no relevance in this issue. What is relevant and pertinent to the issue is the terms and conditions of the SDS Contract. The SDS Contract includes an Entire Agreement Clause which would preclude the use of terms of another contract.

I would like to draw your attention to Schedule One of the SDS Contract which defines the Scope of Services and at clause 3.2.1 states:-

The SDS Provider shall provide assistance to tie with the management of an advanced utilities diversion programme. This shall include:

.....

(bullet point 6) Preparation of documentation (excluding the contract terms) associated with the proposal to appoint a single service agreement with a specialist contractor to carry out advanced utility diversions;

With clause 3.2.1, bullet 6 as context it seems to me that the "SDS comments and referenced extracts from another contract" are entirely relevant to the argument. Simply put PB, as part of its obligations under the SDS Contract, provided assistance in the preparation of the MUDFA documentation. At that time the responsibility for preparation of as-built drawings was clearly identified as being that of the MUDFA Contractor. We know that because the MUDFA contract contains the straightforward and unambiguous clause stipulating an obligation on the MUDFA contractor to prepare as-built drawings. As we have discussed, if the SDS Agreement contained such a definitive clause PB would be preparing as-built drawings. It doesn't. Moreover, not only is the wording of the MUDFA contract consistent with PB's argument; it is, perhaps more importantly, perfectly reasonable: Why wouldn't the MUDFA contractor be

responsible for preparation of the as-builts? Put differently why would the SDS Provider be responsible for preparing as-builts for which the information produced by the SDS Provider represents only a part of the works constructed?

That summarises one of the key points from my informal review of the **tie** note and I'd welcome the opportunity for another exchange of views on the issue.

Thanks & regards - Steve

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**From:** Steven Bell [mailto:Steven.Bell@tie.ltd.uk]  
**Sent:** 25 September 2008 12:51  
**To:** Reynolds, Steve  
**Subject:** As Built Drawings

Steve

As discussed, please find attached an informal note on the above issue as we discussed earlier today.

Dennis Murray and Alan Dolan have already discussed the principles of this issue and as we agreed today, the issue remains as an informal disagreement rather than a formal dispute at this time.


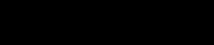
I look forward to your comments on this issue at your earliest convenience.

Regards

Steven

Steven Bell  
Edinburgh Tram Project Director

**tie** Limited  
Citypoint  
65 Haymarket Terrace  
Edinburgh EH12 5HD

Tel: +44 (0)   
Fax: +44 (0) 

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[www.tie.ltd.uk](http://www.tie.ltd.uk)

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