

## Questions on the Wiesbaden Agreement

### **Section 1**

None

### **Section 2**

Q1 What is the price now in light of the Euro exchange rate?

Q2 tie retains responsibility for TRO's + TTRO's how much risk has been modelled in these areas?

Q3 What is the status of the novation agreement?

Q4 What is the aggregate estimation of items designated as provision in Appendix A4?

Q5. tie retains responsibility for Network Rail possessions, apparently these are booked on the wrong dates currently, and therefore require revision. Has the revision been completed and if so has it generated any financial risk?

Q6 Do the consents being obtained by SDS remain the risk of tie post-novation?

Q7 What level of sensitivity have we calculated on failure to obtain consents as a compensation event?

Q8 BBS want permanent discharge consents to be in place before novation of SDS, where does this stand?

Q9 Does BBS assume responsibility for Building warrants post novation of SDS?

Q10 Do we understand the extent of building fixing arrangements, the required use of poles (tapered) and what risk provision remains for these?

Q11 Does the failure of SDS to achieve a consent remain a CE event for BBS post novation?

### **Section 3**

#### *Sub Section 3.2*

Q12 Have we bottomed out the OLE stepped vs. tapered pole issue and do we understand the full cost of this?

Q13 Has the split between Rheda trackform and ballast been fully defined, what level of certainty/sensitivity is there round this?

Q14 Are there any outstanding issues/disagreements on the maintenance position between TEL and BBS?

*Sub section 3.3*

Q15 Have we verified the Kinematic envelope, end throw and centre throw impacts with CAFS, if not what level of risk provision is there for this?

Q16 Full reuse of the of existing kerbs and minimal reinstatement is assumed, by inference the burden of any expense involved in reinstating beyond this will fall to tie, is that the case and if so do we have a provision for same?

*Sub section 3.4*

Q17 Have we checked CAFs Tram power requirements for likely effects?

Q18 'In the event of any conflict between the employers requirements and the SDS design then the employers requirements shall prevail', so notes Geoff Gilbert on 21/12/07. Questions arising from this are:

- (1) Who is responsible for any additional costs generated by such a conflict?
- (2) Does a change to employer's requirements, which in turn generates such a conflict, get captured in a change control?
- (3) Has a review been carried out to compare the Employers requirements vs. the SDS design?

*Sub Section 3.6*

Q19 Are all exclusions listed included in our budget with adequate provisions?

*Sub Section 3.7*

Q20 The price is fixed against the quantities advised to BBS by tie, have these quantities been verified and assured?

Q21 Is there a provision for pumping dry the deport excavation and establish a firm solid foundation?

*Sub Section 3.8*

Q22 The price excludes any 3<sup>rd</sup> party scope not included in the SDS design drop of 25<sup>th</sup> November is there any?

Q23 We have an obligation along with BBS to consult with 3<sup>rd</sup> parties to assure that local codes of construction practice are **agreed prior to contract award**. Price will be adjusted to reflect any constraints or additional scope generated by these changes. Has this been done, if so what impact is there?

*Sub Section 3.9*

Q24 BBS price is based on planing back the existing road structure at Princes Street, Shandwick place and Haymarket junction to a 'sound base'. Full depth reconstruction as in the current design in this area is not included what does this mean?

*Sub Section 3.10*

Q25 The programme provided by BBS shows a completion date of August 2011 some 4/5 months beyond what BBS have priced for, the verbiage suggests tie and BBS will work together to achieve this, what is the impact for failing to meet this, does tie pick up all of the on run costs and if so how much would they be at current projections?