
From: Andy Steel - TSS
Sent: 03 December 2007 15:34
To: Geoff Gilbert; Toby Kliskey - TSS; David Crawley; Damian Sharp
Cc: Susan Clark; Roger Jones (Transdev)
Subject: RE: SDS novation plan 291107

Geoff,

I am afraid I find myself at odds with both the philosophy and practicalities of the majority of the clauses of the extract you sent us below. Please see my comments in red text.

I am afraid it seems to me that we will need to disagree with SDS in order to get the advantages of BBS. However let's discuss.

Andy

From: Geoff Gilbert
Sent: Mon 12/3/2007 12:48 PM
To: Toby Kliskey - TSS; Andy Steel - TSS; David Crawley; Damian Sharp
Cc: Susan Clark
Subject: SDS novation plan 291107

Toby/Andy/David/Damian

Please could you get together and review section 9 - Technical below (this is an extract from the SDS Novation Plan as drafted by tie based on discussions with BBS) and advise the detailed steps and programme for this. We will need to be clear on this with SDS and BBS to make this happen in time. Can I have this in the next two days. Also are my statements in respect of outcomes in section 9 correct?

David/Damian - could you also advise your thoughts and views on the extent of design that needs to go into the Infraco Proposals e.g. is it all Preliminary Design and all Detailed Design to date? what about RDP documents? Run time modelling etc?

Please let me know if you have any queries.

Regards

Geoff

9.0 Technical

9.1 The Infraco Employer's Requirements, Infraco Proposals, Tram Vehicle Employer's Requirements, Tramco Proposals and SDS Design (SDS Design is all of the deliverables under the SDS Contract) must align each with the other at novation. This does not mean that each must contain the same statements but that the documents must not conflict with each other. (This is a practical impossibility. To begin with BBS have not used SDS design in its entirety either in terms of principles or details. tie has accepted these deviations where they have been declared. However SDS design has moved on at varying rates and with equally variable levels of information being shared with tie. This has produced further deviations only some of which are necessarily opaque if not invisible to tie and BBS. Therefore the best that will be achieved is alignment between ER's and Infraco Proposals)

- 9.2 Alignment of the SDS design and Employer's Requirements means:-
- The SDS design should not conflict with the Employer's Requirements (they do and will as SDS are continuing to design taking no account of the Infraco Proposals)
 - That the SDS designs completed to date will deliver the requirements of the Employer's Requirements (this is a definite non starter for the reasons given at 9.1 above)
 - That the SDS designs to be completed will deliver the requirements of the Employer's Requirements (This is surely an issue for BBS not tie)
 - Where conflicts are identified SDS advise **tie** and **tie** decide the action required to bring about alignment (either a change to the Employer's Requirements or a change to the SDS design) (This is undoubtedly what SDS would like, but again surely this is a BBS issue not tie)

The SDS design and Infraco Proposals also need to align. This means that:-

- There should be no conflicts between the Infraco Proposals and SDS Design. (If this is intended at this point then it cannot and will not happen; see 9.1 above. Ensuring it does happen is a BBS issue)
- Where conflicts are identified SDS and BBS advise **tie** and **tie** decide the action required to bring about alignment (either a change to the Employer's Requirements or a change to the SDS design) (Thought there was a clear order of precedence: namely that tie accept/reject Infraco Proposals. ER's are then amended where appropriate. Infraco then ensures SDS brought into line or ignored (M+E Systems for example)

9.3 The possible outcomes of the alignment exercise are:-

- Changes to the ERs are instructed by tie to ensure alignment with certain elements of the SDS design (That is not what is being done. See above.)
- Changes to the ERs are instructed by tie to ensure alignment with certain elements of the Infraco Proposals (Thought this was absolutely clear where the change is acceptable to tie)
- Changes are instructed to the SDS Design to align with Employer's Requirements (BBS issue)
- Changes are required to the Infraco Proposals to align with the SDS design (Only occasions where this might be relevant is where planning restrictions agreed by SDS with CEC impact on the Infraco Proposals. The infamous tapered poles come into this category?)
- Certain elements of the SDS design completed to date are agreed as redundant (they having been superceded by the Infraco Proposals as accepted by tie (This is for BBS to judge)
- Changes are required to the Tramco Proposals to align with the Employer's Requirements (others to comment)
- Changes are required to the Employer's Requirements to align with the Tramco Proposals (others to comment)
- Changes are required to the SDS Designs to align with the Tramco Proposals (others to comment)

9.4 It is not necessary for the SDS Design to be amended to align by novation but that:-

- there is clear agreement on how the SDS Design needs to change (as listed in a schedule) (because the planning consents is incomplete, and it is for BBS to decide the extent to which they wish to use the SDS design going forward this can only give a record at a point in time)
- there is clear agreement on where the SDS Design completed to date is redundant (as listed in a schedule) (BBS decision not tie)

- the programme for changing the design is agreed (BBS but presumably is a series of lines in the construction programme?)
- any necessary Changes under the SDS contract are agreed to effect amendments to the design to deliver alignment. (do not really understand this.)

9.5 It is not expected that these changes will be extensive. (hm!)

10.0 Programme for Novation

10.1 The programme for concluding the novation on the 28th January 2008 is:-

- Halcrow confirm agreement to provide collateral warranty by novation – 10th December 2007
- Agreement of terms of direct contract between tie and SDS by – 17th December 2007
- SDS provide draft documents to support the Disclosure Statement by – 20th December 2007
- SDS provide final documents to support Disclosure Statement by – 3rd January 2008.
- SDS/tie/BBS sign novation agreement – 28th January 2008
- SDS/tie sign direct contract – 28th January 2008