



Mr Andrew Malkin
MUDFA AMIS Project Director
Alfred McAlpine
MUDFA Project
Western Harbour
Leith Docks
Edinburgh
EH6 6QF

Our Ref: DEL.MUDFA.372.MH.GB

Your Ref: AMIS/tie/letter/AM/Projects/087

Date: 18 April 2007

Dear Andy

**EDINBURGH TRAM PROJECT - MUDFA
MUDFA Agreement – Volume 4**

We refer to your letter dated 7th February 2007 and to the commercial meeting held at your site offices on 16th March 2007.

We are attaching a list of Bill of Quantity pages which are missing from the Agreement and would ask you to confirm your agreement that these pages require to be added into the document.

In respect of item 30 of your letter of 7th February, we confirm that Messrs Turner and Townsend have accepted that the Rate Preambles (pages 2 to 6 inclusive) submitted under cover of your letter can be incorporated into the MUDFA Agreement in their entirety.

Upon receipt of your acceptance of the contents of this letter we propose to incorporate the additional documents into the existing copies of the MUDFA Agreement for re-execution by the parties.

It was also agreed at the commercial meeting that a unique consecutive numbering system for all pages contained in Volume 4 of the Agreement would be adopted.

Yours sincerely,


Graeme Barclay
Construction Director - MUDFA

tie limited

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CEC01634872_0001

Bill Pages Requested	Bill Ref.									
Sector 1	GAS	SEWERS	WATER							
	G/0621/1	S/0621/1	W/0621/1							
	G/0621/1	S/0621/2	W/0621/2							
	G/0621/3	S/0621/3	W/0621/3							
	G/0622/1	S/0622/1	W/0621/4							
	G/0623	S/0623/1	W/0621/5							
	G/0624	S/0623/2	W/0621/6							
	G/0625/1	S/0624/1	W/0621/7							
	G/0626/1	S/0624/2	W/0621/8							
	G/0626/2	S/0625/1	W/0621/9							
	G/0626/3	S/0625/2	W/0622/1							
	G/0626/4	S/0625/3	W/0622/2							
	G/0626/5	S/0626/1	W/0622/3							
	G/0627A/1	S/0626/2	W/0623/1							
	G/0627A/2	S/0626/3	W/0623/2							
	G/0627A/3	S/0626/4	W/0623/3							
	G/0627A/4	S/0626/5	W/0624/1							
	G/0627A/5	S/0626/6	W/0625/1							
	G/0628A/1	S/0626/7	W/0625/2							
	G/0629/1	S/0626/8	W/0625/3							
	G/630/1	S/0626/9	W/0625/4							
	G/0631/1	S/0627A/1	W/0625/5							
	G/0632A/1	S/0627A/2	W/0626/1							
	G/0633/1	S/0627A/3	W/0626/2							
	G/0633/2	S/0628A/1	W/0626/3							
	G/0633/3	S/0628A/2	W/0626/4							
	G/0634A/1	S/0629	W/0626/5							
	G/0634A/2	S/0630/1	W/0626/6							
	G/0635A/1	S/0630/2	W/0626/7							
	G/0635A/2	S/0630/3	W/0627A/1							
	G/0636/1	S/0631/1	W/0627A/2							
	G/0636/2	S/0631/2	W/0627A/3							
	G/0636/3	S/0632A/1	W/0627A/4							
	G/0636/4	S/0632A/2	W/0627A/5							
	G/0637/1	S/0633/1	W/0627A/6							
	G/0638	S/0633/2	W/0628A/1							
	G/0639/1	S/0634A/1	W/0628A/2							
	G/0640/1	S/0634A/2	W/0628A/3							
	G/0641	S/0634A/3	W/0628A/4							
		S/0634A/4	W/0628A/5							
		S/0635A/1	W/0628A/6							
		S/0635A/2	W/0629/1							
		S/0635A/3	W/0629/2							
		S/0635A/4	W/0629/3							
		S/0636/1	W/0630/1							
		S/0636/2	W/0631/1							
		S/0636/3	W/0631/2							
		S/0636/4	W/0632A/1							
		S/0636/5	W/0633/1							
		S/0637/1	W/0633/2							
		S/0638	W/0634A/1							
		S/0639	W/0634A/2							
		S/0640/1	W/0634A/3							
		S/0640/2	W/0634A/4							

		S/0641	W/0634A/5						
			W/0634A/6						
			W/0635A/1						
			W/0635A/2						
			W/0635A/3						
			W/0635A/4						
			W/0636/1						
			W/0636/2						
			W/0637/1						
			W/0637/2						
			W/0637/3						
			W/0638/1						
			W/0639/1						
			W/0639/2						
			W/0640						
			W/0641/1						
Sector 2	BT	C&W	ELECTRIC	GAS	SEWERS	TELEWEST	THUS	WATER	
	BT/0618	CW/0618	E/0618/1	G/0618	S/0618	TE/0618	THUS/0618	W/0618	
	BT/0619	CW/0619	E/0619/1	G/0619	S/0619/1	TE/0619	THUS/0619	W/0619/1	
	BT/0620/1	C&W0620/1	E/0620/1	G/0620/1	S/0619/2	TE/0620/1	THUS/0620/1	W/0620/1	
	BT/0620/2	C&W/620/2		G/0620/2	S/0619/3		THUS/0620/2		
	BT/0620/3				S/0620/1				
					S/0620/2				
					S/0620/3				
					S/0620/4				
Sector 4	BT	C&W	ELECTRIC	GAS	SEWERS	TELEWEST	THUS	WATER	
	BT/0601/1	N/A	E/0601/1	G/0601	S/0601	TE/0601/1	N/A	W/0601/1	
	BT/0602/1		E/0602/1	G/0602	S/0602/1	TE/0601/2		W/0601/2	
	BT/0602/2		E/0603	G/0603	S/0602/2	TE/0602		W/0601/3	
	BT/0602/3		E/0604/1	G/0604	S/0602/3	TE/0603		W/0601/4	
	BT/0602/4		E/0605/1	G/0605	S/0603	TE/0604		W/0602/1	
	BT/0603		E/0606/1	G/0606	S/0604/1	TE/0605		W/0602/2	
	BT/0604/1		E/0607/1	G/0607	S/0604/2	TE/0606		W/0603	
	BT/0605/1		E/0608/1	G/0608	S/0604/3	TE/0607		W/0604	
	BT/0605/2		E/0609/1	G/0609	S/0604/4	TE/0608		W/0605/1	
	BT/606/1		E/0610	G/0610	S/0605/1	TE/0609		W/0605/2	
	BT/606/2		E/0611	G/0611	S/0605/2	TE/0610		W/0606	
	BT/0607/1		E/0612/1	G/0612	S/0606/1	TE/0611		W/0607	
	BT/0607/2		E/0613	G/0613	S/0607	TE/0612		W/0608/1	
	BT/0608/1		E/0614/1	G/0614	S/0608	TE/0613		W/0609/1	
	BT/0609/1		E/0615/1	G/0615	S/0609/1	TE/0614		W/0609/2	
	BT/0609/2		E/0616/1	G/0616	S/0609/2	TE/0615		W/0610	
	BT/0610		E/0617/1	G/0617	S/0610	TE/0616		W/0611	
	BT/0611				S/0611	TE/0617		W/0612	
	BT/0612/1				S/0612/1			W/0613	
	BT/0613/1				S/0612/2			W/0614	
	BT/0614				S/0612/3			W/0615	
	BT/0615				S/0613			W/0616	
	BT/0616				S/0614			W/0617	
	BT/0617				S/0615				
					S/0616				
					S/0617				

LINE 2										
Sector 5	BT	C&W	EASYNET	ELECTRIC	GAS	GLOBAL	SEWER	TELEWEST	THUS	WATER
	BT/219	C&W/219	EN/U223	E/U219	G/U219	GLOBAL/U219	SEWER/U219	TE/U219	THUS/U219	W/U219
	BT/220	C&W/220		E/U220	G/U220	GLOBAL/U220	SEWER/U220	TE/U220	THUS/U220	W/U220
	BT/221	C&W/221		E/U221	G/U221	GLOBAL/U221	SEWER/U221	TE/U221	THUS/U221	W/U221
	BT/222	C&W/222		E/U222/1	G/U222	GLOBAL/U222	SEWER/U222	TE/U222	THUS/U222	W/U222
	BT/223/1	C&W/223/1		E/U222/2	G/U223	GLOBAL/U223/1	SEWER/U223	TE/U223	THUS/U223	W/U223
	BT/223/2	C&W/223/2		E/U223/1	G/U224	GLOBAL/U223/2	SEWER/U224/1	TE/U224	THUS/U224	W/U224/1
	BT/224	C&W/224		E/U223/2	G/U225	GLOBAL/U223/3	SEWER/U224/2	TE/U225	THUS/U225	W/U224/2
	BT/225	C&W/225		E/U224/1	G/U226/1	GLOBAL/U224	SEWER/U225	TE/U226	THUS/U226	W/U225
	BT/226	C&W/226		E/U224/2	G/U226/2	GLOBAL/U225	SEWER/U226			W/U226/1
				E/U224/3	G/U226/3	GLOBAL/U226				W/U226/2
				E/U224/4	G/U226/4					
				E/U224/5						
				E/U224/6						
				E/U224/7						
				E/U224/8						
				E/U225						
				E/U226						

Rate Preambles		Proposed method of incorporation into MUDFA Contract Agreement
CARP Part 6 Gen 11	Agree how quoted eo rates incorporated into BoQ	<i>The clarification Ref. CARP Part 6 Item 11 regarding Gas and Water connections shall apply in the context of the valuation of any Changes instructed under the Multi-Utilities Diversion Framework Agreement, Clause 46 – Changes. Where such Changes are required or instructed by tie's Representative, they shall, where applicable, use the rates contained in Item 11, Part 6 -- Pages 34 and 35.</i>
CARP Part 6 Gen 13	Agree if and how quoted foam concrete rates incorporated into BoQ	<i>Clarification Ref CARP Part 6 General Item 13 regarding the use of Foamed Concrete as backfilling medium in lieu of Type 1 is incorporated into the MUDFA Agreement Contract Sum as an ADDITION of £ 174,914 (i.e. 3,800 m3 @ £46.03 / m3).</i>
CARP Part 10.4	A new issue was raised by tie in the afternoon of Wed 02 Aug 06 and as such it has arrived too late to enable us to consider the cost consequences in our CARP response. The elements not included in our price are 2.4m proprietary steel panelled hoarding, vehicle restraint systems T1 and T2, post and wire fences, LPS1215 material covering of fences, height gauges, OH power line restrictions in excess of those imposed by SP. The rates include for standard Alfred McAlpine plastic barriers with tap rail or 1.8m Heras fencing which is the maximum extent of hoarding (excludes 2.4m plywood hoarding)	<i>The cost consequences of CARP new issue regarding specifications for proprietary steel panel hoardings, vehicle restraint systems T1 and T2, etc. have not been incorporated into the MUDFA Agreement Contract Sum and will if instructed as a Change required by tie or the tie Representative, be valued in accordance with Clause 46 of the MUDFA Agreement.</i>
CARP Part 10.5.1	Agree wording to incorporate: The rates and prices exclude the cost of dealing with contaminated or hazardous material (excluding bituminous products)	<i>The MUDFA Agreement Contract Sum does not include for the removal of contaminated or hazardous material other than bituminous products. Where such contaminated or hazardous products are encountered, the rates for their disposal shall be agreed in accordance with the provisions of Clause 46 of the MUDFA Agreement.</i>
CARP Part 10.5.3	Agree wording to incorporate: Reinstatement is priced on the standard HAUC Specification only. We have allowed for all reinstatements in carriageways to be to HAUC Type 1 flexible pavements and for reinstatements in footways to be flags or flexible	<i>The MUDFA Agreement Contract Sum includes reinstatement to the HAUC (Scotland = RAUC) Specification with the addition of Foamed Concrete backfilling in lieu of Type 1. It is further accepted that the MUDFA Contractor's reinstatements of carriageways and footpaths will be finished off with either flexible surfacing or flags (paving slabs). Any requirement or Change instruction to use any other surfacing treatment (e.g. tactile paving, setts, etc.) will be valued in accordance with the provisions of the MUDFA Agreement Clause 46.</i>

CARP Part 10.5.4	Agree wording to incorporate: The cost of the time related contract preliminaries e.g. staff, office accommodation, traffic management, tram helpers etc is based on an indicative programme period of 64 weeks for the stated organisational structure for the MUDFA work on the tram network on Lines 1 and 2 and a value of work of ~£41m	<i>Notwithstanding the clarification Ref. CARP Part 10.5.4 regarding the basis of pricing the time related contract preliminaries, any Change instructed to the Scope of the Works will be valued in accordance with the provisions of the MUDFA Agreement.</i>
CARP Part 10.5.5	Agree wording to incorporate: The communications section of the preliminaries has been priced on the basis of that 6000 newsletters are necessary per week	<i>The MUDFA Agreement Contract Sum includes an allowance for six thousand (6,000 Nr.) Communications Newsletters per week. Changes to this shall be valued in accordance with MUDFA Agreement, if instructed by tie's Representative.</i>
CARP Part 10.5.6	Agree wording to incorporate: From the BT Specification LN 550, Bills Of Quantities for Telecommunications and Standard Drawings it is unclear which type of cover and frame we should be pricing for for chambers and manholes in footways. According to the BT Specification precinct frames and covers should be installed when required by BT or as directed by the Schedule of Works, neither of which state which type to price. We also have no information regarding the use of lockable or non-lockable covers which also has an impact on the fixing price. We have therefore priced the whole of the Telecommunications Bills Of Quantities based on BT approved concrete (non-lockable) covers and frames for footways and BT approved (non-lockable) covers and frames for carriageways	<i>The Mudfa Agreement Contract Sum includes for BT-supplied materials and non-lockable BT covers for footways and carriageways.</i>
CARP Part 10.5.7	Agree wording to incorporate: We have priced the BT work on the basis that BT will supply on a free issue basis all materials required with the exception of reinstatement materials, concrete, bricks and cementitious mortar	<i>The MUDFA Agreement Contract Sum includes for BT-supplied, free-issue frames and covers. The MUDFA Contractor will provide reinstatement materials, concrete, bricks, mortar, etc.</i>
CARP Part 10.5.9	Agree wording to incorporate: The rates and prices include for Joint Bay sizes as specified by tie with a maximum size as follows: LV 1.9 x 1.1 x 1.0m HV 2.8 x 1.6 x 1.0m 33kV 4.3 x 1.8 x 1.0m	
CARP Part 10.5.10	Agree wording to incorporate: The rates and prices exclude: • bypasses (size / pressure / supply constraints will predict bypass	<i>The MUDFA Contractor's Contract Sum does not include for bypasses or over-pumping.</i>

	diameter) any over-pumping / dealing with flows due to lack of information in relation to peak flows at tender stage not being available	
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Attachment B

	<p>PART 6</p> <p>PRICING REQUIREMENTS</p> <p>PREAMBLES AND BILL OF QUANTITIES</p> <p>ADDENDUM TO PREAMBLES</p>
REFERENCE DOCUMENT	Clarification of MUDFA Contractor's CARP Submission
CARP Part 6 Gen 11	<i>The clarification Ref. CARP Part 6 Item 11 regarding Gas and Water connections shall apply in the context of the valuation of any Changes instructed under the Multi-Utilities Diversion Framework Agreement, Clause 46 -- Changes. Where such Changes are required or instructed by tie's Representative, they shall, where applicable, use the rates contained in Item 11, Part 6 – Pages 34 and 35.</i>
CARP Part 6 Gen 13	<i>Clarification Ref CARP Part 6 General Item 13 regarding the use of Foamed Concrete as backfilling medium in lieu of Type 1 is incorporated into the MUDFA Agreement Contract Sum as an ADDITION of £ 174,914 (i.e. 3,800 m3 @ £46.03 / m3).</i>
CARP Part 10.4	<i>The cost consequences of CARP new issue regarding specifications for proprietary steel panel hoardings, vehicle restraint systems T1 and T2, etc. have not been incorporated into the MUDFA Agreement Contract Sum and will if instructed as a Change required by tie or the tie Representative, be valued in accordance with Clause 46 of the MUDFA Agreement</i>
CARP Part 10.5.1	<i>The MUDFA Agreement Contract Sum does not include for the removal of contaminated or hazardous material other than bituminous products. Where such contaminated or hazardous products are encountered, the rates for their disposal shall be agreed in accordance with the provisions of Clause 46 of the MUDFA Agreement.</i>
CARP Part 10.5.3	<i>The MUDFA Agreement Contract Sum includes reinstatement to the HAUC (Scotland = RAUC) Specification with the addition of Foamed Concrete backfilling in lieu of Type 1. It is further accepted that the MUDFA Contractor's reinstatements of carriageways and footpaths will be finished off with either flexible surfacing or flags (paving slabs). Any requirement or Change instruction to use any other surfacing treatment (e.g. tactile paving, setts, etc.) will be valued in accordance with the provisions of the MUDFA Agreement Clause 46.</i>
CARP Part 10.5.4	<i>Notwithstanding the clarification Ref. CARP Part 10.5.4 regarding the basis of pricing the time related contract preliminaries, any Change instructed to the Scope of the Works will be valued in accordance with the provisions of the MUDFA Agreement.</i>
CARP Part 10.5.5	<i>The MUDFA Agreement Contract Sum includes an allowance for six thousand (6,000 Nr.) Communications Newsletters per week. Changes to this shall be valued in accordance with MUDFA Agreement, if instructed by tie's Representative.</i>
CARP Part 10.5.6	<i>The MUDFA Agreement Contract Sum includes for BT-supplied materials and non-lockable BT covers for footways and carriageways. The costs of any changes will be valued in accordance with the provisions of the MUDFA Agreement.</i>
CARP Part 10.5.7	<i>The MUDFA Agreement Contract Sum includes for BT-supplied, free-issue frames and covers. The MUDFA Contractor will provide reinstatement materials, concrete, bricks, mortar, etc. The costs of any change to this arrangement will be valued in accordance with the provisions of the MUDFA Agreement.</i>
CARP Part 10.5.9	<i>The MUDFA Contractor's Contract Sum includes for maximum Joint Bay Sizes as stipulated at CARP Part 10.5.9. The costs of any changes to these sizes will be valued in accordance with the provisions of the MUDFA Agreement.</i>

CARP Part 10.5.10	<i>The MUDFA Contractor's Contract Sum does not include for bypasses or overpumping. The costs of these will be valued in accordance with the provisions of the MUDFA Agreement.</i>
CARP email 09/08/06 16:49	<i>The specific attendances INCLUDED by the MUDFA Contractor to cover Prime Cost and Provisional Sums are detailed at Item 2 (a) of the CARP Submission, Part 6 page 13. The attendances which are NOT INCLUDED by the MUDFA Contractor to cover Prime Cost and Provisional Sums are detailed at Item 2 (b) of the CARP Submission, Part 6 page 13. Costs of those attendance items not included will be valued in accordance with the MUDFA Agreement Clause 46.</i>
TSA CARP Part 10.5.8	<i>Whereas the MUDFA Contractor has included for the road opening notices, notices to the road authority, etc promulgated under the Transport Scotland Act in the rates and prices, the latter do not include for possible requirements under the draft 2005 Act for 'full width' reinstatements as opposed to trench width reinstatement, nor do they include any allowance for the yet to be determined level of 'fines'.</i>