

| | A | B |
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| 1 | DLA Risk Matrix- CDD comments | |
| 2 | | |
| 3 | REF | Comment |
| 4 | A | |
| 5 | A2 | explain risk including third party check procedures |
| 6 | A4 | CEC unaware of requirement other than that encumbant upon Infraco |
| 7 | A5 | structures risk has been assessed- PI cover if flawed |
| 8 | A6 | SDS behind programme with approved detailed designs- review |
| 9 | A7 | tie or CEC changes - explain scope |
| 10 | A9 | review on basis of individual third parties |
| 11 | A10 | all wall fixings have pole option - explain consequence of risk |
| 12 | A11 | CEC has installed UTMC system to replace UTC- review risk |
| 13 | A12/14 | Delay in PA - review process risk incl potential for delay to works programme |
| 14 | B | |
| 15 | B1 | Review criticality against GVD programme and alternative to side agreement through frustration |
| 16 | B2 | Explain OCIP against CEC liabilities for uncovered or capped risks |
| 17 | B3 | Duty of care on tie or other party to provide SI on which to base risks- review |
| 18 | B4 | Explain risks including failure of utilities to make timely connections- potential for delay and dsruption or acceleration compensation |
| 19 | | also possible knock impact on to Infraco programme from delay to Mudfa |
| 20 | | adverse impact on traffic management during construction impacts on delay to programme |
| 21 | B6 | potential impact of third parties such as developers or CEC working to avoid clash with agreed programme but slippage causes conflict |
| 22 | B7 | explain in the context of bids |
| 23 | B8 | constraint of programme, COCP and protocols should assist lower risk- unintended consequential impact to bus travel to be considered by TEL based on model information |
| 24 | | TTRO is not a risk as these can be modified or added at short notice, TRO are a risk as these can only be change once the previous ones are made- cannot run in parallel |
| 25 | | RDA at risk due to delays by tie in porgressing issues, hence high risk to a process yet to be successfully achieved in UK |
| 26 | B9 | develop concept with CEC and evaluate- explain level of proof required |
| 27 | B10 | review based on GVD programme and PI cover |
| 28 | B15 | also tie responsibility- demonstrate how to be resourced and managed |
| 29 | | tie require to provide effective instruction on site- delay may cause compensation event- |
| 30 | B21 | explain including known risk of travelling people with procedure for removal by CEC and timescale |
| 31 | B22 | archaeology is a known legal risk with variation of risks by location where provision is being made for archaeologist attendance- check bid agreement |
| 32 | B23 | review in the context of age of human remains- either matter for Police or archaeology |
| 33 | B30 | unforseen event- flooding, events (planned and unplanned) |
| 34 | C | |
| 35 | C2 | During construction laid down as part of COCP- survey mitigation |
| 36 | | After construction liability if designers PI? |
| 37 | C5 | May have direct impact on borrowings and viability of tram OPEX- explore liability |
| 38 | C9 | Liability share between TEL and CEC ? |
| 39 | C10 | Emergency works- are these exempt |
| 40 | | Planned works have avoided clash, however changes to Infraco or Mudfaprogramme could cause problems- who is liable |
| 41 | C12 | Liability for road split between TEL and CEC- hence all CEC assume TEL would be covered or claim against designer??? |
| 42 | C15 | explain scope- accept on lime may have an impact - how is this assessed and adjudicated |
| 43 | C17 | explain CEC liability |
| 44 | | transfer of part completes phases of the asset to CEC- explain this comment- could be TEL, why would CECadopt before commissioning??? |
| 45 | C25 | explain scope of term accident and scope in terms of site definition both in terms of location and programme |
| 46 | C26 | explain recover process and dispute over CEC action by Infraco |
| 47 | | |
| 48 | D | |
| 49 | D3 | transfer of liability from tie/CEC? |

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| 50 | | |
| 51 | General | transfer of risk to tie/CEC by Infraco through contract or default |
| 52 | | benchmark of the above with other tram contracts |
| 53 | | cost over run due to default of consultant employed by tie, SDS, TSS- potential for recovery of PI and limit of cover?? |