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**From:** Ennion, Bruce  
**Sent:** 12 December 2006 15:49  
**To:** Hutchison, David; Chandler, Jason; Dolan, Alan; Dorrington, Kim (Edinburgh Tram)  
**Subject:** Detail Design - Scope

**Importance:** High  
**Sensitivity:** Confidential

All,

Re recent discussions re the above and the implications on the extent of the works to be carried out by SDS as part of the 'detail design' process I attach an update of the summary document I tabled some weeks ago.

This provides you with extracts of the tie/SDS Agreement, as did the earlier issue, however I have added what I consider to be relevant Definitions and Interpretations taken from the Agreement.



BHTE tieSDS  
Agreement partial ...

The recent OPS review was quite encouraging as both TSS and tie confirmed their 'new' understanding of the extent of 'Detail Design' as applicable to System & Coms and other aspects of E & M works albeit for 'novel' reasons. You may recall my difference of opinion with tie when they advised this as the result of the Infraco Bidders meetings at which the bidders advised that they would wish to carry out such 'design' works. What was not said at the meeting, possibly because those tie representatives present were not aware of it, but this was the interpretation the Infraco Bidders had put on the ITN documentation they had received.

Irrespective the Track Auxiliaries OPS document has been revised accordingly and has received the informal approval of TSS ( Stuart Parsons - who reviewed the original document)

A definition of a 'Black Box' is now included as follows

*'Black Box' should be interpreted as to include item functionality, inputs, outputs, and outline physical parameters'*

and the text refers to the SDS OPS being a document which defines

*' the process necessary to deliver an integrated design solution conforming to the Track Auxiliary Requirements Specification , relevant design manuals and guidance and the project aspirations of tie.'*

Reference is made in the document to the *'SDS development of the Infrastructure Detail Design and the requirement to integrate the various requirements within the Infrastructure Detail design.'*

I believe this principle should apply to all aspects of Systems and E & M Works as defined in the SDS/tie Agreement.

As stated at the meeting it can be argued that SDS have already exceeded this in certain areas e.g. Substations however I also believe SDS need to focus on this strategy in taking such aspects forward.

Another SDS action defined in the Agreement is that of SDS '*producing the plan for the installation/testing/commissioning of the Edinburgh Tram Network and the associated subsystems*'.

I am aware that **tie** and their advisors (TSS) are beginning to focus on this and I believe it can only be to the benefit of SDS if we are ready when the question comes. One step ahead, even if such documentation/programme etc is only in embryonic form as I believe much of the detail will emerge from the Infraco during the bid review process and then from the Infraco during their construction.

One other key activity to be addressed during the new year is that of interfacing with the Infraco Bidders and assessing the implications of any 'design' they may submit to **tie** as part of their tender for the Infraco Works.

The SDS/**tie** Agreement is quite specific in as much as SDS are required to assist, however there have been comments made re 'conflict of interests'.

I believe this is an exercise **tie** and their advisors will need to stage manage as **tie** are solely responsible for the procurement and award process however, again, I believe SDS should be prepared. SDS have already written seeking copies of the Infraco Tender Review process in order to enable them to resource accordingly. Having said that we still await copies of the tie TQ process which must now be almost complete as bids are now due in on 15th January. An extension of time having apparently been granted from 9th January!

I have recently been present at a number of **tie** meetings where **tie** in the form of TSS (Gary Easton & co), TEL (Alistair Richards) & Trandev have been determining their way forward and the activities applicable during this process and I keep raising this issue however! I am not yet convinced that **tie** and their advisors have a full understanding of what will be required. They are concentrating on the update of the Employers Requirements and the filling of apparent Scope Gaps.

As mentioned at this moment **tie** and their advisors are reviewing and updating the Employers Requirements which is a document they appear to have taken into their ownership.

Again, once it is finalised, and I have advised **tie** that they consider the bidders proposals and incorporate all acceptable suggestions, it will have to be re-issued to the bidders along with those elements of the SDS 'Detail Design' that are available.

I have a problem with the sequencing of this as the revised and updated Employers Requirements document also needs to be issued to SDS who are already, in parallel, developing their Detailed Design for issue to the bidders. I am confused however this appears to be **ties** policy!

SDS will have to assess the implications of any changes or enhancements resulting from their receipt of a revised Employers Requirements.

Not quite the procurement process we had anticipated some months ago!

I believe we need to discuss these issues.

Regards

**Bruce**