
From: Reynolds, Steve
Sent: 04 April 2008 13:19
To: McNicholls, John
Cc: Chandler, Jason; Atkins, Chris
Subject: FW: Disclosure Statement

Sorry John - I should have included you on the initial circulation given the need to generate some sensible tables of rates for future work with tie and with BBS. Whilst the contract schedules as they stand until end 2009 will likely be enforced for the completion of Phase III and the execution of Phase IV there will need to be new rates for Construction Support services, for any separate agreement with tie, and probably also for the extended services to cope with the changes required to achieve alignment with the BBS Offer.

Food for thought but potentially a significant opportunity to secure new funds to cover losses on this current part of the job

PS - negotiations continue on the latest prolongation claim. Looking at a floor from our point of view of around £600k for settlement. tie has offered £300k so far.

Steve

From: Reynolds, Steve
Sent: 04 April 2008 12:59
To: Paterson, Claire
Cc: Chandler, Jason; Atkins, Chris; Reynolds, Steve
Subject: Disclosure Statement

Claire

As discussed, here are the component parts of the Novation Agreement Disclosure Statement. Due to a number of key items still not being closed out the main body of the document is still being written. I have highlighted in red where issues are still outstanding and much of the subject matter will be covered by Jason and Chris next week. I've also added additional comments which focus some of the detail debate which will be required under some of the headline statements which are complete in the document.



Main Body.doc

JASON - the key issue here relates to our response to the requirements for integration of the Siemens design components. This isn't just OLE and Trackform alternative designs - (significant issues though those two are) - Following a meeting with Jim after you left it's now the question of integration of the whole of the BBS Systems design with our current Infrastructure design. i.e. the guts of the ~£9m contract proposal removed by BBS. Chris and I have been talking in detail and this is going to need firm engineering review next week and looks like now being the key element of the misalignment between our design and the BBS assumptions on who's doing what.

The appendices to the document are as follows:-

Appendix 1 Third Party Agreements - complete save for the late addition to be incorporated re Network Rail - Jason to review



App1 3rd Party.xls

Appendix 2 Works outwith the LOD (i) caveats and (ii) Register. Both parts complete



App 2A LOD
Caveats.doc



App 2B LOD
Register.xls

Appendix 3 Detailed Design Deliverables Tracker information. To be updated and kept live - Jason to review



App 3 Detail
Designs.xls

Appendix 4 Prior Approvals Tracker information. To be updated and kept live - Jason to review



App 4 Prior
Apps.xls

Appendix 5 Technical Approvals information. To be updated and kept live - Jason to review. (Gavin knows the evolution of the ID codes applied to this list)



App 5 Tech
Apps.xls

Appendix 6 Financial Information. To be updated and kept live - David Gibb to review



App 6 Valuation.xls

Appendix 7 Employer's Requirements Assessment - Alan and Bruce still working on. When complete the document should be reformatted to fit comfortably in an A4 presentation like Appendices 8 and 9. Jason to coordinate

Appendix 8 BBS Civils Offer Assessment. Complete



App 8 Civils
Review.xls

Appendix 9 BBS Systems Offer Assessment. Complete



App 9 Systems
Review.xls

When complete the composite document should be produced as a PDF version with each part inserted as above. Here's what the complete thing looks like right now:-



Main Body.pdf

(Except I realise I forgot to update the table of contents).

Depending on the way things go with tie it may be that parts of this document (appendices) have to be submitted next week. With the volume of work to be defined on scope and programme I doubt we'll be issuing a full version until sometime towards the end of the week after earliest.

And in addition to this document we need to develop the Novation Agreement Appendix which defines in detail the scope of work to be delivered by PB post novation, along with price and programme consequences.

Thanks - Steve

Stephen C Reynolds
Director, PB Ltd
Manchester Technology Centre
Oxford Road, Manchester, UK, M1 7ED
Direct + [REDACTED]
Mobile - [REDACTED]