

Scope

Overview of Infraco Phoenix Proposal Position

Infraco propose a physical scope of Airport to Haymarket; Section 1A enabling works and works already completed in section 1B, 1C and 1D (primarily Princes Street with some minor works on Leith Walk).

The work to date for Princes Street is included in their proposal.

Infraco have proposed a scope for the Phoenix Proposal Price (PPP) as above but appear to indicate a willingness to discuss a different method for realising the On Street works (east of Haymarket) as they call them "undefined".

It is submitted without prejudice and can be amended / withdrawn by Infraco at any time.

The drawings define the scope, and anything different is a **tie** change. There is no "development and completion of the design". There is no explicit confirmation that the drawings are warranted to achieve the Employers Requirements.

The proposal does not explicitly commit to delivering the performance characteristics (e.g. run time) incorporated into the Employer's Requirements.

Infraco state that this proposal is based on a scope they are able to agree on (implying they will be unable agree to some alternative scope proposals).

Infraco say their price includes of all assurance and approvals for the design, construction, testing and commissioning for ETN (Phase 1a), which implies as far as Newhaven, but also qualifies it "*as defined in this Proposal*".

Infraco say it is based on previous Infraco submissions described as Project Carlisle and it excludes completion of Phase 1b design and any construction work.

It does provide a clear basis to measure Infraco's Price against, although it targets reduction / minimisation and transfer of risk to **tie** / CEC.

Stated as superseding all previous estimates and proposals.

Infraco insist on supplying 27 Trams under the Tram Supply Agreement.

No further work is included in the scope to address any remedial work / defect rectification at Princes Street.

No Value Engineering to be considered (unless a **tie** Change).

Maintenance Scope limited to that defined in PPP and Maintenance Conditions are proposed to be amended, particularly with reference to commercial terms and conditions.

Mutually acceptable independent third party proposed to continually engage both parties in constructive dialogue. This would need to be linked to any amendments to the Dispute Resolution Process to give it a locus.

Novation of CAF to **tie** is proposed.

Key Areas of Agreement

Airport to Haymarket is included in the PPP.
Infraco appear to consider including (at some future time) Haymarket to St Andrews Square.
Fossils and Antiquities are a retained **tie** risk.
Combined poles specified as originally designed. (Need to check where these apply and re scope of materials.)
PPP includes for below ground obstructions
PPP allows for close out of Planning and Technical Informatives as listed in Appendix 3.3a & 3.3b.
tie to discharge their Informatives to meet the PPP Programme.

Key Areas of Disagreement

Edinburgh Gateway is excluded.
Airport Kiosk & Canopy is excluded.
Work beyond Haymarket is excluded (and OHL tie ins will be required)
Any 3rd party (e.g. EAL / Forth Ports/Scottish Water, etc) "impact" on the PPP drawings is proposed as a **tie** change (even if it is a current requirement to satisfy).
Noise & Vibration "floating slab" requirements are excluded.
Excludes transitions at 1A structures (Tower Place bridge)
Utilities, unless already instructed via a **tie** Change Order, are excluded.
Soft Ground treatment is still excluded.
Roseburn Viaduct scope to be finalised.
Gogarburn surcharge solution final scope.
Trackform type Overview now considered fixed irrespective of any necessary ER requirements / detailed design completion issues.
NIL scope of design and construction does not appear to be in PPP.
Airport Gogarburn Retaining walls based on PPP drawings, irrespective of flood modelling output.

Tramstop elements are based on the PPP drawings and are a retained **tie** / CEC risk post satisfaction of Informatives.

1a/1b interface design drawings are unlikely to be the finished requirement and Infraco seek to transfer scope risk to **tie** / CEC.

Combined poles specified as originally designed. (Need to check where these apply and re scope of materials.)
Cable ducts for UTN sought to be excluded by Infraco from PPP.
LV HV supply qualification re Airport to be checked.

Delay risk for earthing and Scottish water issues at the depot are qualified.
Contaminated materials included at maximum quantity (51000m³) but no upside benefit for **tie**/CEC and no specification of necessary treatment. No Price transparency for such inclusion.

Protection & support of "unknown" utilities excluded. "known utilities" defined in Appendix 4.1 (To be checked)

Murrayfield Stadium Retaining wall (W18) & RRRW4 LOD issues sought to be excluded by Infraco.

PPP only allows for close out of Planning and Technical Informatives as listed. (check listing)
Excludes close out of construction related Informatives which are not in the scope of PPP. (e.g. Shandwick Place Boundary wall MS).

Assumes all construction works can commence before close out of Informatives.

Excludes any further work to close out CEC technical Open comments and says they are additional.

Potential ambiguity over scope of assurance of design.

All Siemens materials and equipment for whole route to Newhaven included in PPP. Infraco seek to offload storage asap after construction.

Infraco insist on 27 trams under TSA.

Design services: PPP includes all costs claimed by SDS, whether driven by an Infraco requirement or an original obligation. Details items not included (Appendix 1.4) and which would be a further change. Excludes any further comments from CEC on any heading.

14 Exclusions to PPP Price for design services.

Maintenance Services:

- Infraco seeks to eliminate the **tie** “break” clause (89) which can operate after 3 years, thus setting the period to ten years.
- Indexation Cap proposed to be removed and indexation applicable scope proposed to be extended to cover mobilisation and initial spares.
- Seeks renegotiation of liability caps and benchmarking point proposed at year 5.

Detailed Work and Analysis required Pre – mediation

1. Cyril Sweett plus Engineering & PM team to systematically check all of the attached drawings for completeness and areas of inconsistency with **tie** / CEC requirements. Complete by 7/3/11
2. Detailed analysis of the likely range of cost associated with each of the items listed in the “disagreements” box). [Dedicated QS team mobilised for this week to tackle.] Initial assessment included in Risk Register circulated on 4/3/11.