

SIEMENS

Section 1 Part 1.2

Schedule of Clarifications

1 General/Contractual

- 1.1 Conditions of Contract are subject to the discussions and agreements currently in progress
- 1.2 The Infrastructure Maintenance Contract Conditions and Requirements are subject to the discussions and agreements currently in progress.
- 1.3 A Guarantee from the Scottish Executive for **tie's** obligations under the Infraco Contract, in a form acceptable to Infraco shall be provided prior to a Contract being formed, as discussed and agreed during our negotiations.
- 1.4 Insurance deductibles and excesses are only included for those insurances to be provided by the Infraco. No allowance has been made for insurance deductibles and excesses for insurances provided by **tie**.
- 1.5 Planning Consents and Building Fixing Consents will be in place prior to commencement of Works in the areas subject to the Consents.
- 1.6 Our programme and price assumes that Services; overhead, overground and underground, will all diverted or protected by MUDFA/others to enable us to start works as indicated on our programme.
- 1.7 Our liability is limited to 20% of the Construction Contract Value inclusive of the proceeds of adjudication, retention and handback bonds and the proceeds of any insurance claims. Liability for consequential and indirect loss is specifically excluded
- 1.8 Our programme and price assume that TRO's and all other statutory approvals are in place to enable a construction start, with full access to the site, on 7 January 2008 or such other date as may be agreed.
- 1.9 We have not allowed in our Tender for risks associated with Archaeological and Heritage discoveries which require additional works and/or programme changes or results in a delay to the Project.
- 1.10 We have not allowed in our Tender for the excavation and disposal of contaminated ground. We have assumed that all excavated material will be inert.
- 1.11 We have not allowed in our Tender for dealing with Protestor action except where such action is directed against the Consortium or it's constituent Companies, or allowed for the risk of delays as a consequence of such action. This position is as agreed at the Contract meetings held recently.
- 1.12 We reserve our position with regard to the Tram Inspector subject to due diligence on the Tram Inspector Agreement.

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- 1.13 We reserve our position with regard to the Operator interfaces subject to due diligence on the DPOFA.
- 1.14 We reserve our position with regard to Network Rail interfaces subject to due diligence on the Asset Protection and Framework Agreements.
- 1.15 Not used
- 1.16 We have assumed that the Design has been fully consulted with the relevant 3^d Parties and that it includes for all requirements arising from these consultations.
- 1.17 Our price for Infrastructure Maintenance is a budget price which is still subject to the final maintenance concept after selection of the Tram supplier. It is based on the assumption that the Roads and Drainage will be adopted by City of Edinburgh Council after any Defects Correction is complete.
- 1.18 Systems and Integration pricing is based upon the technical specifications of systems and subsystems which form part of our Tender, the vehicle data provided in the Employer's Requirements and our further assumptions where there is insufficient detailed vehicle data.
- 1.19 We have made an allowance for inflation based on the RCTPI, for Civil Works. For E&M Works, the prices are based upon prices as on the 7th August 2007 and therefore are subject to a price escalation formula to be agreed prior to contract execution. Samples related to Signalling, Electrification, Trackwork and Project Management price escalation formulae are attached for review. We believe that an agreement to include a risk sharing mechanism using agreed indices for inflation, particularly in respect of Copper, Steel and Oil based products, would result in a "Best Value" Contract.
- 1.20 In the absence of the final Design our trackwork scope and pricing is still subject to adjustments, which are to be agreed during the negotiation phase.
- 1.21 Insurance is subject to the discussions and agreements currently in progress. We have not included for Project Specific PI Insurance in our price. We believe that the cover provided by the SDS is adequate for the Project and that providing Consortium cover would result in unnecessary cost to **tie**.
- 1.22 We have allowed that the SDS Novation will be subject to exclusions on certain services provided by them only to **tie**, including but not limited to services relating to the Employers Requirements.
- 1.23 The SDS Novation will be subject to detailed discussions and agreements. We would intend to include in these discussions, the agreement of an incentive scheme to encourage optimisation of the design and to ensure that design is delivered to the programme.
- 1.24 We have included for Protection Measures as per the matrix appended to the Infraco Contract Mark Up included in our 8 May 2007 submission.

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- 1.25 Our Tender is based on TTROs being in place at Award of Contract, as discussed during mid bid meetings.
- 1.26 Novation of Tram Supply and Maintenance Agreements is agreed in concept by the Infraco, however our position is reserved subject to due diligence. Infraco will not accept responsibility for any liability caused by Tramco for which Infraco has no remedy against Tramco under the Tram Supply Agreement.
- 1.27 We have based our cash flow on the following payment milestones. A mobilisation payment of 20% of the Contract Value. The milestone schedule submitted with our 8 May 2007 proposal will be revised to accord with the revised Contract Sum.
- 1.28 Clarifications relating to TQ Responses
- 1007 Site Clearance; The costs in our tender are provisional.
- 1008 Earthworks; The costs in our Tender are based on tie's B of Q.
- 1029 Hard and Soft Landscaping; The costs in our Tender are provisional.
- 1033 Traffic Signals; The costs in our Tender are provisional.
- 1035 Traffic Signals UTC; The cost of integrating the Tram System with the existing UTC Network, included in our Tender, is provisional.
- 1037 Noise and Vibration; The cost for noise and vibration mitigation is provisional in this Proposal Submission. To minimise noise and vibration, due diligence of the RST, Trackwork and Civil Works is necessary. Once the RST Supplier is selected, the due diligence between the parties can commence
- 1081 Collateral Warranties; we have not allowed for the provision of collateral warranties as the exact requirements have not been given to us

2 Civil - Design

- 2.1 The depth (to sub-formation) of track-slab and grass-track construction is based on cross-sections included in the SDS document "Trackform Technology Review V6" dated 1 March 2007, figs. 4.6a and 4.6b.
- 2.2 Our quantities are calculated from the drawings where they are sufficiently detailed to enable an accurate take off. Where any of the drawings used for take off are changed, post tender, we will re-calculate the quantities and adjust our price, as agreed at the mid-bid meetings.
- 2.3 Where drawings and design information is not of a standard required for accurate quantification we have used the information and the quantities in the Pricing Schedule.

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- 2.4 Our Tender is based on the SDS providing approved for construction Design information in time to enable us to procure resources, plan our works and execute construction in accordance with our programme.
- 2.5 Works referred to within Schedule 13 3^d Party Agreements are not priced on the basis that ~~tie~~ we have stated their intention is to procure these works through a separate 'Advance Works Contract'.
- 2.6 Morrison Supermarket Retaining Wall has not been priced.
- 2.7 The Street Lighting price is generally based on experience, in the absence of the information on the drawings and from the documents.
- 2.8 Noise Barriers have been priced at provisional rates pending detailed design specification.
- 2.9 Not used.
- 2.10 Pricing Schedule items which are not rated are either included for in other items or are priced within the Systems and Track section.
- 2.11 Landscaping is unpriced unless otherwise stated.
- 2.12 A number of junctions and pinch points will require road closures to be adopted and we assume that these will be permitted for the locations and durations required to expedite the Works in a safe manner.
- 2.13 We have assumed that roadworks and trackworks can be constructed in the length of sections as indicated on our outline programme during normal working hours except where specific disruptive activities are to be undertaken out with normal working hours the necessary permissions will be granted.
- 2.14 Road construction has been based on 40mm or 25mm HRA on 60mm DBM binder course on 100mm DBM base as per our amended Pricing Schedules.
- 2.15 Flexible footpath surfacing has been based on 30mm HRA on 50mm DBM on 150mm type 1 base.
- 2.16 In the absence of Design Information in respect of drainage connections to the existing drainage system or outfalls to watercourses, our price for these is provisional.

3 Civil - Scope

- 3.1 Mains power connections to street lights and traffic signals will be by others
- 3.2 We have not allowed for the removal of any asbestos or materials containing asbestos.
- 3.3 The scope of the works is not clear in respect of Sound/Environmental Barriers, Retaining Walls (particularly in the Roseburn Corridor and at

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Murrayfield Tramstop), Tramstops generally but particularly Murrayfield, Street Lighting, Fencing, Landscaping (Planting, Soiling and Seeding, Mounding and Bunding). The amounts included in our Tender for these works are provisional.

- 3.4 The scope of the works is not clear in respect of works to existing structures particularly (but not exclusively) Coltbridge Viaduct and Holiday Inn Access Bridge. The lack of clarity applies to requirements for Repairs/Refurbishment, Underpinning, Temporary Support, Piling and Access/Temporary Works for these items. The amounts included in our tender for these works are provisional.
- 3.5 We have not been issued with a Ground Model or a comprehensive OGL survey. We have priced for the Earthworks quantities in the original Pricing Schedules.
- 3.6 We have only allowed for demolition where it is required for the construction of Permanent Works. Where the drawings are not clear our price for such demolition is provisional.
- 3.7 In the absence of any schedule of protected trees we have not allowed for such protection measures.
- 3.8 In the absence of any Design information for the revised Design of Balgreen Road Bridge, we have included in our price for the scope identified for the 8 January 2007 proposal.
- 3.9 We have not allowed for ecological works, e.g. mammal passes, where these are not shown on the drawings.

4 Systems - Design

- 4.1 Our systems and subsystems are designed in accordance with EN/UC Standards and will follow British standards as far as applicable.
- 4.2 Safety assurance activities will be performed according to European Standards
- 4.3 With respect to stray current policy we have assumed that interfaces will be managed by tie. We have not allowed for any further studies, clarifications etc which may be needed for approval by third parties or beyond our standard solution for stray current mitigation and monitoring.
- 4.4 The Timetables and Round Trip Times as provided in the Employer's Requirements have no indication of the impact of the UTC. We expect that the UTC which is under control of third parties will allow Tram operations to achieve the Round Trip Times and that punctuality of services is not adversely influenced by the UTC.
- 4.5 We have assumed all road equipment (CCTV, Points) will be connected back to the nearest OTN node in either a substation or a Tramstop.

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- 5.1 We have not included initial spare parts in our Construction Contract Price, as they are included in the budgetary Price for the Infrastructure Maintenance
- 5.2 We will provide Supplier's and Maintenance Training. In addition we will provide support to Operations Training.
- 5.3 We have assumed a fleet size of 27 Trams.
- 5.4 The pricing of "139 No CCTV cameras for crossings" has been removed pending a response to our TQ on the subject.

6 Civil – Specification

- 6.1 Our Tender is based on the provision of Railway Ballast from Markle Mains Quarry. The material does not comply with Network Rail Specification but, we believe, is suitable for use in a Light Rail application.

7 Civil – Construction

- 7.1 In the absence of a Geotechnical Interpretative Report, we have not allowed for any risk in respect of Ground Conditions, foreseen or unforeseen. This includes risk relating to the presence of sub-surface voids and measures required to deal with ground water levels not allowed for in the current SDS Design.
- 7.2 The earthworks at the Depot have been priced on the basis of the information in the Environmental Impact Statement, in particular the statement that 90,000m³ of excavated material is to be taken "off site".
- 7.3 Further to receipt of "marked-up" drawings for Section B Highways Sub-sections 1A, 1B, 1C and 1D, repricing of the relevant sections of the Bills of Quantities was completed, with the following assumptions being made where the information on the drawings was incomplete or unclear:
- 7.4 Where the footway reinstatement is required, the following surface finishes were assumed:
 - Sub-section 1A: Hot Rolled Asphalt
 - Sub-section 1B: Plain concrete flags laid on a sand bed
 - Sub-section 1C: Textured flags laid on a sand bed
 - Sub-section 1D: Textured flags laid on a sand bed
- 7.5 Further to discussions with the Client, allowance has been made of reinstatement of the footways, as described in 7.4 wherever the road kerb requires to be realigned horizontally or vertically or where new hard standings are to be formed within the area of the existing footways. Where works are restricted to the road carriageway and no adjustment of the kerblines is necessary, it is understood that reinstatement or refurbishment of the existing footway will not be required.

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- 7.6 It has also been assumed that, wherever practical and appropriate, the existing kerbs, paving flags, and stone setts will be re-used in the reinstatements or refurbishments of the footways.