

## Anthony Rush

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**From:** Nigel Robson [robson.nigel@██████████]  
**Sent:** 23 February 2011 11:22  
**To:** BrandonNolan; DrysdaleGraham; Anthony Rush; csmith@hg-group.co.uk; Richard Jeffrey; Steven Bell; alastair.maclean@edinburgh.gov.uk  
**Subject:** Legally Privileged and FOISA Exempt. Mediation Statement - Final paras - "Mediation Aim"

Dear All

Attached is a draft of the final para to go into the Mediation Statement being prepared by Brandon. Any further comments upon content, accuracy, tactics and tone welcome.

I have made small amendments to the first cut last night, but otherwise it is largely as drafted. Tony, I will separately comment on your amendments and explain my reasoning.

Para 12.2 will in this or similar format find its way into para 2 of the Preamble of the Statement circulated earlier by Drysdale.

Nigel

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### 12 Mediation Aim

12.1 This mediation provides an opportunity for the parties to reflect self-critically upon the current state of the project to acknowledge failures of performance and conduct, and to draw a line under this history by settling their differences. To proceed with Project Phoenix, Infracore will need to demonstrate a different approach combined with a willingness to accept responsibility for delivering the section between Airport and St Andrew Square within an acceptable GMP and timescale. tie and CEC are committed to taking the appropriate steps to share, and fulfil their responsibilities, in meeting this objective.

12.2 This is an unusual mediation in that it is essentially a facilitated negotiation of a revision to an existing contract. The issues to be addressed are not only complex, technically, factually and financially, but they are also extremely sensitive given the public interest. During the period set aside for the mediation commencing upon 8th March tie and CEC wish to achieve the following outcomes:

- agreed figure in principle in full and final settlement of all claims from or on behalf of Infracore;
- agreed GMP, completion date and Heads of Terms for Airport to Haymarket, to enable the earliest recommencement of the works;
- agreed process, with timetabled deliverables, to ensure an agreed GMP and completion date for Haymarket to St Andrew Square, by 2nd September 2011; and
- agreed and signed variation to the Contract terms to reflect the above by 2nd September 2011.

12.3 The firm resolve to complete the tram project from Airport to St Andrew Square is explicit. There is a huge amount of work necessary by all involved to ensure this objective is achieved, which will serve to restore the reputation of the project and of those involved. We must work together to meet this challenge.