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**From:** Richard Jeffrey  
**Sent:** 06 August 2009 15:12  
**To:** Susan Clark; Frank McFadden; Stewart McGarrity; Andrew Fitchie  
(andrew.fitchie@dlapiper.com); Dennis Murray  
**Cc:** Mandy Haeburn-Little  
**Subject:** FW: Shandwick Place  
**Attachments:** 25.1.201.KDR.3239.pdf

Comments please

-----Original Message-----

**From:** [Martin.Foerder@civil.bilfinger.co.uk](mailto:Martin.Foerder@civil.bilfinger.co.uk) [<mailto:Martin.Foerder@civil.bilfinger.co.uk>]  
**Sent:** 06 August 2009 14:52  
**To:** Richard Jeffrey  
**Cc:** [Richard.Walker@civil.bilfinger.co.uk](mailto:Richard.Walker@civil.bilfinger.co.uk); Flynn, Michael (Siemens TS);  
[Kevin.Russell@civil.bilfinger.co.uk](mailto:Kevin.Russell@civil.bilfinger.co.uk); Frank McFadden  
**Subject:** Shandwick Place

Richard,

please find attached our response to tie's letter in regards to Shandwick Place. Generally we appreciate your approach to allow this work to start under a Supplemental Agreement, since the works are effected by changes which otherwise need to be agreed under the terms of the Infraco Contract.

We have identified during various discussions, even recently held with your F. McFadden and D. Murray, reasons why a Supplemental Agreement such as in place for Princes Street doesn't work. Several works in Princes Street should not have proceeded since they are not part of the Supplemental Agreement. Instead we should have gone back to the change mechanism under the terms of the Infraco Contract. These works should have been executed only after an estimate have been agreed. In good faith and in order to progress the works we have not chosen to take such a direction, only to find out to struggle to get payment certification agreed with tie afterwards. This is unacceptable to BSC and not fair. In addition we believe that we have acted reasonably and in the interest of the project, since we believe that it was and is not in tie's interest to stop these works and follow the terms of the Infraco Contract which will result in further delay to the project.

We believe that our letter sufficiently explains reasons why an additional Supplemental Agreement for Shandwick Place needs to be agreed, prior to executing the works and I and my team remain available to discuss the issue.

(See attached file: 25.1.201.KDR.3239.pdf)

Regards,

Martin Foerder  
Project Director  
Bilfinger Berger Siemens CAF Consortium

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