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1	Edinburgh Tram: Queries relating to the scope of the "deal" agreed at Mediation and in the Contract Negotiations			
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5	Clause	Sub-clause	Summary / Précis of Pricing Assumption	Example / Query
6			What 'scope' has been bought within the £362.5M price?	e.g.; Utilities diversion costs and Utility Company Management and Supervision Costs
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16	Schedule Part 45 Pricing Assumptions			
17	Clause	Sub-clause	Summary / Précis of Pricing Assumption	Example / Query
18	6.4.1		The design will not be amended from the drawings forming the On Street Design Information, except to comply with the Employer's Requirements at 13 September 2011	e.g.; Post Mediation Change No 29, Haymarket H1: Protocol for road reconstruction works (letter OSW008 refers) Post Mediation Change No 38, Section 1D: St John's Church: Move 3 No OLEs to central reserve (Infracore letter 25.1.201/SK/8937 refers) Was the position on the Design an error? Contract negotiations - CEC wanted to know what they were buying? Obligation to meet ER's but is scope based upon lowest denominator between On-Street Design Information and pricing document? What is the status of the On-street Design? Planning Consent/CEC Highways Consent
19	6.4.2		Design approval will be obtained [for] [by date]	What type of design approval is intended here? What is the relationship to the dates and the Rev 4 Programme requirements for lead in, construction and critical path?
20		6.4.2.1	Floating Track Slab (On Street) - 9 Nov 2011	C Neil & D Steele view - Siemens did noise & vibration survey, some floating slab included in price at Haymarket Yds, no other requirement. Can we close this risk?
21		6.4.2.2	Tram Turnback Strategy - 22 Sept 2011	
22		6.4.2.3	York Place Terminal Point Design - 14 Dec 2011	
23		6.4.2.4	Cathedral Lane Substation Design - 7 Nov 2011	Based upon increased capacity for Henderson Global?
24		6.4.2.5	Elder Street - 28 Nov 2011	
25		6.4.2.6	Dublin Street - Listed Building Consent - 16 Dec 2011	
26		6.4.2.7	Cycleway at Mound, Princes Street - 29 Sept 2011	
27		6.4.2.8	St Andrews Square - 15 Dec 2011	Based upon Public Realm scope?
28	6.4.3		Not Used	
29	6.4.4		On Street Works; no Infracore work required outwith "Excavation Limits"	Any situations where this is required?
30	6.4.5		On Street Works; Infracore will not discover any Utilities requiring diversion or protection	e.g.; What is Infracore's responsibility to mitigate through the original design and the need to revise designs when the site is opened up? Post Mediation Change No 25, Section 1D: Haymarket: H1: Pricing Assumption Variation: OLE Foundations (Infracore letter 25.1.201/SK/8817 refers) Post Mediation Change No 32, Section 1D: Utilities (bus-tracker power supplies) affecting ability to move site clearance items (Infracore letter 25.1.201/SK/8828 refers) Post Mediation Change No 36, Section 1D: Haymarket H1: BT fibre optic to be diverted (Infracore letter 25.1.201/SK/8848 refers) Post Mediation Change No 40, Section 1: Princes Street outstanding works: Scottish Water diversion at junction of Princes Street and South St David Street (Infracore letter 25.1.201/SK/8872 refers) Is this a result of an error in the location of the OLE base in the original works? Post Mediation Change No 44, Section 1C: BT utility diversion at junction of Princes Street and South St David Street (Infracore letter 25.1.201/SK/8836 refers)
31	6.4.6		On Street Works; Infracore will not discover any unexploded ordnance or contaminated material	
32	6.4.7		Roads will be adopted by CEC and handed back @ Service Commencement & will be maintained by CEC (except for defects)	
33	6.4.8		Protected Trees; no protective measures required	
34	6.4.9		On Street Works; will not be delayed or disrupted by Archaeological Officer	
35	6.4.10		On Street Works; will not be delayed or disrupted by Third Parties	e.g.; Post Mediation Change No 35, Section 1D: Haymarket: H1: Third Party affecting ability to progress the works (Infracore letter 25.1.201/SK/8840 refers)
36	6.4.11		On Street Works; Infracore will act so that in complying with Clause 18.17B and Schedule Part 13 Section A in respect of Third Party Agreements it will not cause delay or disruption to the carrying out of the works	
37	6.4.12		On Street Works; Infracore will act so that in complying with the conditions of any licence etc, included in any Third Party Agreements included in Schedule Part 13 Section A, that it will not cause delay or disruption to the carrying out of the works	e.g.; Is there a schedule of requirements or obligations that 3rd parties require (A Sim to advise?)

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18	6.4.13		On Street Works; will not be adversely affected by a breach by tie of its obligations	
19	6.4.14		The possession / access dates in Clause 18 will be met	e.g. ; Where are these dates defined ?
20	6.4.15		On Street Works; will not be adversely affected by CEC exercising its discretion to temporarily stop up streets	
21	6.4.16		There will be no instruction from ties Representative to which Clause 34.3 applies	e.g. ; Clause 34.3 - Work to the satisfaction of tie - if tie instructions involve delay or disruption and cause Infraco to incur additional costs then these instructions shall be a Compensation Event under Clause 45, unless they are required as a consequence of a
22	6.4.17		There will be no protester action affecting the ETN, unless arising from the actions of Infraco or Parties unrelated to the ETN	
23	6.4.18		No Operator Event or Tram Event occurs	
24	6.4.19		On Street Works; no damage caused by vandalism	
25	6.4.20		No malfunction / non-operability of Free Issue Fare Collection Equipment	
26	6.4.21		That there will be no failure (following Notice of agreement having been given) of Tie's Representative to attend tests and carry out inspections as required by the Agreement	e.g. ; List of tests and dated needed
27	6.4.22		Compliance with instructions under Clause 87 (suspension of work) will involve Infraco incurring additional cost	
28	6.4.23		On Street Works Systems & Trackwork; there will be no requirement for additional quantity surveys for cost management. If it occurs Infraco may employ up to 2 additional QSs and tie shall be liable for the cost to a limit of £764,000, but Infraco will be entitled to any extension of time	This is a qualification on Siemens price where the cost of two QS's for 30 months
29	6.4.24		Approval for working outside the hours in the Code of Construction Practice will be granted to maintain the Programme.	e.g. ; Refer Appendix F, list of activities relating to enabling works, establishment/removal of traffic management phases; delivery of materials to On-Street locations; erection of OLE Poles; pouring/finishing of concrete which cannot be completed in normal working hours; maintenance of fencing; road re-surfacing; compliance with 3rd parties; Stringing catenaries cables; Commissioning Activities.
30	6.4.25		On Street Works; subject to a competent application by Infraco, all Third Party consents, licences and approvals will be obtained to not delay the Programme	
31	6.4.26		Infraco will be allowed to commence traffic management enabling on 12 Sept 2011, to commence works on Princes Street from 19 Sept 2011	
32	6.4.27		On Street Works; will commence on 3 October 2011	
33	6.4.28		Princes Street On Street Works; commencement will not be delayed by Scottish Water requirements / notifications	e.g. ; Refer Princes Street PAV
34	6.4.29		Works on York Place / St Andrews Square and Shandwick Place elements can commence whilst work in Princes Street between South Charlotte Street and South St David Street continues	What are the implications of this?
35	6.4.30		An amendment to the Programme will not require the deployment at any one time of more than 3 track gangs and 2 OLE gangs	What are the implications of this?
36				
37	Appendix B			
38	Clause	Sub-clause	Summary / Précis of Preparation and Submission of On Street Works Estimates	Example / Query
39	6.1		After each Reporting Period End Date but prior to the Application for Payment, Infraco shall provide to tie an On Street Works Estimate	
40	6.2		Prior to the On Street Works Trigger date, each On Street Works Estimate will include:	
41		6.2.1	the cost and time implications of all Pricing Assumption Variations which had an impact on the cost of carrying out the On Street Works during the Reporting Period just completed (in so far as relevant),	
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62		6.2.2	the cost and time implications of all On Street Works tie Changes in so far as Infraco has been able to determine such implications as at the date of submission of the Estimate	1. The wording is ambiguous and differs from 6.2.1. Infraco wish to apply the same process as for PAV's i.e. submission of an estimate at the end of the Reporting Period for works undertaken during the Reporting Period. T&T believe that the clause requires a full estimate (including cost and time implications) for all elements of the instruction to be issued at the end of the Reporting Period and not just the costs incurred during that Reporting Period 2. The wording 'in so far as Infraco has been able to determine such implications' leaves the door open for an extension of time claim at a later date whereas T&T believe the intent of the clause is to establish any delay at the outset
63			Infraco shall act in good faith in calculating the cost and time implications referred to in this paragraph 6.2	

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