

Original Ref.	ITEM	Value	Proportion attributed to SW	Take Forward Value	SW's Latest on File Comment	T & T Comments	GRADE			NEW - INFORMATION COMMENTS
							1	2	3	
1	Sewer CCTV Inspections	495,000.00	100%	495,000.00	SW maintains that these are covered by Clause 4.4 of the T&E/SW/CEC agreement. T&E to provide copies of other letters, emails of Confirmation of Verbal Instructions requesting surveys.	Clause 4.4 refers to surveys within DKE plus 2m (either side). These works refer to surveys taken outwith that area.	Taken forward to the summary sheet at full value			SW are arguing a point in principle and have made no request for additional information. We are unaware of what information has been provided but T&T do not have access to the details of the FA and any information would need to come from archive.
52 86 94 110	Trial Holes in various positions throughout the route to facilitate the establishment of existing water services	445,883.52	36%	160,384.30	Trial holes were required to provide information on existing services that they are included with Clause 4.4 of the T&E/SW/CEC agreement and are at T&E's cost.	SW have a responsibility under Clause 4.1 & 4.2 of the 3rd Party Agreement to provide all contemporaneous data relating to the presence and location of all buried and above ground Apparatus within the limits of deviation and particularly focusing upon the DKE plus two meters on either side thereof. Trial holes were deemed necessary due to the non-provision of that complete information from all utility providers.	160,384.30			SW are arguing a point in principle and have made no request for additional information. We are unaware of what information has been provided but T&T do not have access to the details of the FA and any information would need to come from archive.
144.7	800mm water main diversion at Gogar Depot	1,888,000.00	100%	1,838,000.00	The original apparatus for the Gogar Main was not in a highway, street or road and therefore does not fall within the NRSWA cost sharing legislation and is a cost for T&E.	3rd Party Agreement includes for works not included under a road.	Taken forward to the summary sheet at full value			It is our understanding the SW have the details for this variation.
171	A8 sewer diversion	1,792,924.00	100%	1,792,924.00	T&E to provide details		1,792,924.00			It is our understanding the SW have the details for this variation.
48.16b	Remove central reserve and kerb outcrops on Leth Walk to facilitate Traffic Management	161,500.00	36%	58,091.55	SW maintain that this item is kerbing and making good and therefore covered under the original scope of works. T&E require to provide detailed substantiation of variation for consideration by SW. Substantiation to be provided will include correspondence between T&E and CUS, contemporaneous records of labour, plant, materials and sub-contractors utilised for the works and detailed reasoning as to why SW are liable for a share of the costs associated with these works.	The original scope of the works did include kerb removal and reinstatement (as noted in the BoQs) however this was for measured works items and in local areas to suit the works. The claimed works relate to the complete removal of central reserve of Leth Walk to allow traffic management to be put in place.	58,091.55			SW request for contemporaneous records is beyond that required under the legislation. T&E provided the details of the CUS final account. T&T do not have access to the details of the FA and any information would need to come from archive.
152	Hire of MASS barrier for TM	1,041,894.53	36%	374,769.46	Substantiation to be provided as to why this was not included in the original contract. Substantiation to be provided will include correspondence between T&E and CUS, contemporaneous records of labour, plant, materials and sub-contractors utilised for the works and detailed reasoning as to why SW are liable for a share of the costs associated with these works.	Works were part of the TM necessary to carry out the works. That was greater than initially anticipated due to the amount of additional work associated with unknown services. Works included in the agreed final account with CUS which was subject to mediation.		374,769.46		SW request for contemporaneous records is beyond that required under the legislation. T&E provided the details of the CUS final account. T&T do not have access to the details of the FA and any information would need to come from archive.
169	Design of TM	183,198.50	36%	65,896.50	Substantiation to be provided as to why this was not included in the original contract. Substantiation to be provided will include correspondence between T&E and CUS, contemporaneous records of labour, plant, materials and sub-contractors utilised for the works and detailed reasoning as to why SW are liable for a share of the costs associated with these works.	Works were part of the TM necessary to carry out the works. TM was greater than initially anticipated due to the amount of additional work associated with unknown services. Works included in the agreed final account with CUS which was subject to mediation.		65,896.50		SW request for contemporaneous records is beyond that required under the legislation. T&E provided the details of the CUS final account. T&T do not have access to the details of the FA and any information would need to come from archive.
53	Provision of AMIS Insurance	70,883.51	36%	25,496.80	Why was the contract let without the inclusion of insurance provision by either the contractor or T&E on behalf of CUS.	The insurance provision cost would have been a cost to the project whether or not it was included in contract award or not. Reasons for not being in contract are irrelevant.		25,496.80		SW are arguing a point in principle and have made no request for additional information. We are unaware of what information has been provided but T&T do not have access to the details of the FA and any information would need to come from archive.
54	Archaeological works	124,562.40	36%	44,805.10	Agreement in principle. T&E to provide proposed cost share split between relevant parties prior to final agreement.	As per split noted		44,805.10		Note that SW previously accepted the overall number and it was only the split between the parties which was required. T&T do not have access to the details of the FA and any information would need to come from archive.
47.3 114	Escalation of labour	202,933.41	36%	72,672.85	Quantum supplied. T&E to provide additional details of change control background to demonstrate why cost share to be considered by SW.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			72,672.85	Set aside for the purposes of July 2012 settlement meeting
115	Prolongation of 5 sub-Contractors	130,000.00	36%	46,761.00	Quantum supplied. T&E to provide additional details of change control background to demonstrate why cost share to be considered by SW.	This is increase in costs for works due to inflation. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			46,761.00	Set aside for the purposes of July 2012 settlement meeting
116 Other	indexation	1,897,000.00	36%	680,768.30	Quantum supplied. T&E to provide additional details of change control background to demonstrate why cost share to be considered by SW.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			680,768.30	Set aside for the purposes of July 2012 settlement meeting
117	Overheads	198,000.00	36%	71,220.60	Overheads are included as a fixed percentage relative to the measured works. Therefore SW deem overheads to be included in the measure works and applied uplifts so no additional cost share relative to overheads to be considered by SW.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			71,220.60	Set aside for the purposes of July 2012 settlement meeting
125.1 125.7 153.4 150.4 154.12	Logistics support	856,484.36	36%	308,077.43	Quantum supplied. T&E to provide additional details of change control background to demonstrate why cost share to be considered by SW.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			308,077.43	Set aside for the purposes of July 2012 settlement meeting
185	August 08 embargo	56,225.99	36%	20,224.49	The have not provided SW with dates of their construction programme. Please provide details of the agreement to pay embargo costs to CUS and the timeline established.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			20,224.49	Set aside for the purposes of July 2012 settlement meeting
198	Working of Non Productive Overtime	£ 228,830.05	36%	82,670.59	The have not provided any details as to what this change control item relates to. Full substantiation and contemporaneous records to be provided.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			82,670.59	Set aside for the purposes of July 2012 settlement meeting
203	Works to meet Embargo restrictions including backfill of trenches/ excavations that will require re-opening and demobilisation of affected sites	119,000.00	36%	42,804.30	The have not provided SW with dates of their construction programme. Please provide details of the agreement to pay embargo costs to CUS and the timeline relative to embargo included in the original T&E/CUS contract and the establishment of those in addition.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			42,804.30	Set aside for the purposes of July 2012 settlement meeting
209A	Additional TM works- Nov 08 to Aug 09	227,000.00	36%	81,631.30	T&E require to provide detailed substantiation of variation for consideration by SW. Substantiation to be provided will include correspondence between T&E and CUS, contemporaneous records of labour, plant, materials and sub-contractors utilised for the works and detailed reasoning as to why SW are liable for a share of the costs associated with these works.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			81,631.30	Set aside for the purposes of July 2012 settlement meeting
Other	Gain Share	102,588.84	36%	36,900.13	No allowance for P&H/Gain share detailed in T&E/CUS contract. Profit already resolved via fixed percentage relative to the measured works.	This is increase in costs for works due to delays. Works prolonged as a result of increased scope and lack of knowledge of proximity of apparatus.			36,900.13	Set aside for the purposes of July 2012 settlement meeting
Other	Hand digging	152,000.00	36%	54,674.40	Hand digging is included in the rates	Rates include for machine digging only.			54,674.40	Set aside for the purposes of July 2012 settlement meeting
<b>10,264,568.11</b>										
Not on original	Side Entry Manholes	2,225,608.00	100%	2,225,608.00	No comments received				2,225,608.00	No comments received from SW. T&T do not have access to the details of the FA and any information would need to come from archive.