

**First Issue**

May 2013



# Edinburgh Tram Project

## Legal/Contractual Key Issues

### May 2013

<b>Version</b>	<b>Date</b>	<b>Status</b>	<b>Prepared by</b>	<b>Reviewed by</b>	<b>Accepted by</b>	<b>Comments</b>
1.0	31 <sup>st</sup> May 2013	First Issue	A Scott	M Mackenzie	A Sim	

## **Legal Contractual Key Issues May 2013**

### **Summary**

The following is a schedule of key legal and contractual issues to be resolved between the parties. Resolution of the identified issues will allow the remaining key legal, technical and handover documentation to be agreed between the parties.

## Legal Contractual Key Issues May 2013

**Table 1 - Issue List**

Item	Category	Issue	Close Out Date
1	Legal Interpretation	Are CEC obliged to enter into a formal buildover agreement or do they only require the consent of SW	Position Papers 21 <sup>st</sup> June 2013
2	Legal Interpretation	Are SW entitled to remain cost neutral as a result of entering into a Buildover Agreement. Cost Neutrality relates to additional SW operational, maintenance and repair costs or costs arising from interruption to the Tram Network.	Position Papers 21 <sup>st</sup> June 2013
3	Legal Interpretation	Are Buildover Agreements applicable to On Street sewerage assets.	Position Papers 21 <sup>st</sup> June 2013
4	Legal Interpretation	Does the SW Legacy H&S File information meet the requirements of the CDM Regulations 2007.	Meeting arranged for 6 <sup>th</sup> June 2013 to agree positions.
5	Legal Implementation	Gogar Landfill sewer agreement to be executed.	7 <sup>th</sup> June 2013
6	Legal Implementation	Deeds of Servitude to be executed.	30 <sup>th</sup> June 2013
7	Legal Implementation	Dublin Street steps agreement to be executed.	7 <sup>th</sup> June 2013
8	Legal Implementation	West Register Street agreement to be executed.	14 <sup>th</sup> June 2013

## Legal Contractual Key Issues May 2013

9	Legal Implementation	Adoption of A8 sewer for road drainage to be implemented.	30 <sup>th</sup> June 2013
10	Contractual Interpretation	Was there an agreement reached between the parties to divert all SW utilities out with the DKE+2m zone.	Position Papers 21 <sup>st</sup> June 2013
11	Contractual Interpretation	Are SW entitled to remain cost neutral in terms of ongoing operation, maintenance and repair costs as a result of the final scope of diversion works implemented on the Edinburgh Tram Project.	Position Papers 21 <sup>st</sup> June 2013
12	Contractual Interpretation	What obligation do CEC have to obtain acceptance from SW for the completion of the utility works as the Authorised Undertaker	Position Papers 21 <sup>st</sup> June 2013
13	Contractual Interpretation	What defects obligation does CEC have to SW as the Authorised Undertaker	Position Papers 21 <sup>st</sup> June 2013
14	Contractual Interpretation	When does the asset transfer to SW for operation and maintenance	Position Papers 21 <sup>st</sup> June 2013
15	Legal Implementation	Leith Residual Scope Agreement	Draft Agreement 14 <sup>th</sup> June 2013
16	Legal Implementation	Residual Issues Agreement	To be discussed 12 <sup>th</sup> June 2013

**Legal Contractual Key Issues May 2013**

17	Contractual Interpretation	What obligation do CEC have to SW to address no-compliant works out with the defect period	Position Papers 21 <sup>st</sup> June 2013
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