



+44 (0)

Our ref: **25.1.201/KDR/4836** Your ref: **INF CORR 4032**

1 March 2010

tie limited CityPoint 65 Haymarket Terrace Edinburgh EH12 5HD

	Bilfinger Berger Civil EO	
Date Sent	0 1 MAR 2010	
File Number	0 1 111111 - 2010	Bilfinger Berger-Siemens- CAI
Action	The state of the s	Consortium
Distribution		BSC Consortium Office
	the same of the sa	9 Lochside Avenue
		Edinburgh Park
		Edinburgh
		EH12 9DJ
		United Kingdom
		Phone: +44 (0)

For the attention of Steven Bell - Tram Project Director

Dear Sirs.

Edinburgh Tram Network Infraco
Infraco Contract: Clause 80 Notices and Estimates and Best Value

We refer to your letter dated 19 February 2010 (ref. INF CORR 4032).

We address below the points you raise on an issue-by-issue basis. However we note that the focus of your current approach appears once again to be the Estimates. Your questions cover well rehearsed topics in relation to which we have made our position known. We are disappointed that your approach continues to divert attention and resources from the real matter at issue which is preventing progress on this project, that being tie's continued refusal to acknowledge that Notified Departures have occurred, in relation to which we have an entitlement to be reimbursed. This is the case even in the face of the decisions in the recent adjudications, decided very clearly in our favour.

We would also note that, even were your statistical analysis of our alleged failings in relation to Estimates correct (which we do not concede), then there is and can be no loss or consequence to tie in a situation where tie continually refuses to acknowledge that changes have occurred and that Infraco has any entitlement to additional compensation at all. In short, your approach of focusing on the mechanics of the Estimate procedure does nothing towards moving both parties forward to a conclusion on this matter. We would remind you that the Clause 80 procedure is intended to be collaborative. Your blanket denial that a change has occurred, refusal to discuss and agree issues with us (see Clause 80.9), and your statement now made that you will not acknowledge notices which are not in the form which you unilaterally request, does nothing to assist here.

We are further concerned that your letter contains statements which are factually incorrect and which must be known by you to be so. If this information and other such information is being conveyed to, or is otherwise coming to the attention of third parties, then it paints an entirely misleading picture of both the areas of dispute and our position vis-à-vis those disputed areas. This situation is clearly untenable and we shall be reviewing our position and our options accordingly.

In responding to the following points, where no specific response is given to an issue raised, this does not constitute agreement thereto. We reserve our right to respond to any such points at a later time. Your bullet points have been converted to letters for ease of reference.

- a) No comment
- b) No comment
- c) There is no requirement for a request for an extension to the period within which Estimates are to be issued, to be either explained or quantified. Notwithstanding this, tie is aware of the facts





surrounding the Change and can therefore adequately judge the necessity of an extension *per se*. It is a matter of fact that in many cases at the notification stage, insufficient information exists to reliably judge exactly how much time is required by way of an extension. We would remind you of tie's obligation to act reasonably in response to such a request (Clause 80.3). The vast majority of requests made for an extension of time have gone unanswered by tie.

- d) Due to our Change Register being a "living" document which is updated constantly we are unable to retrospectively "carve out" information post 22 January 2010 to assess your quoted figures.
- e) This statement is misleading since in only a handful of cases has tie agreed to an extension. Your view of "lateness" is an entirely subjective view based upon the erroneous assumption that any Estimate delivered beyond the time stated in Clause 80.3 is late. The provision of an Estimate is subject to several factors inter alia tie's acknowledgement that a Notified Departure has occurred, sufficient information being available to produce an Estimate, the volume of changes and to a certain extent their interactive nature e.g. where time is a factor. It also raises the question over the purpose of issuing an Estimate at all, in circumstances where tie have continually maintained the position that no Notified Departure has occurred.
- f) See item "e" above.
- g) See item "e" above. See also comments made by Alan Wilson in the Russell Road Retaining Wall adjudication, tie still has to address part or inadequate Estimates such that, even if Estimates were inadequate, which we do not believe they are, it is still incumbent upon tie inter alia acting reasonably, to deal with them.
- h) See item "e" above.
- i) Your analysis of the amounts by which the Estimates have altered is fatally flawed. Notwithstanding the comments in "e" above, as you well know the approach of processing the changes involves reviewing the technical aspects in which tie often changes the scope leading to reductions in the amounts to be claimed. In contrast to your analysis, our figures show the percentages to be 87% and not 60%, as you assert. We object to the assertion, albeit implied, that Infraco is in some way artificially inflating its Estimates. We have attached a "Comparison of BSC Estimates and tie Change Orders Issued" as at 9 February 2010 which details the 87% and how the figure is derived. [Note that this comparison was provided to tie on 17 February 2010 and clearly has not been considered prior to issuance of your letter INF CORR 4032]. We would advise extreme caution if and when passing inaccurate and misleading statistical information to any third parties, especially where such third parties rely on such information in whichever form.
- j) We strongly refute this allegation. Our letter dated 11 December 2008 (ref: 25.1.201/MRH/1134) was a genuine attempt to explain the process to you given your stance on wholesale rejection. It simply set out our position as the contract prescribes it, and how events and circumstances impact upon our ability to comply with the contract with respect to the provision of Estimates.
- k) This statement is misleading as we do not understand to which letter you refer.
- During the course of several meetings with your staff on the matter of "design changes", we have explained that these Estimates only cover the design element of the notified change and that a further "Construction" Estimate will be provided once the SDS Provider has issued the IFC







Drawings relating to each design change. An explanation has therefore been given. Further, see item "d" above in relation to the accuracy of the figures quoted by you.

Recent adjudications have conclusively supported our position on the matter of Notified Departures both in principle and on the ancillary matters e.g. the contract not being a fixed price lump sum. In terms of Clause 80, we are expressly precluded (not as you erroneously allege "refusing to commence") from progressing with works which are a tie Change without a tie Change Order or a clause 80.15 tie Change Order. We are not refusing to commence work as you allege but simply applying the terms of the contract as it should and must be applied. We cannot make our position on this any more clearly.

Moving to the numbered paragraphs of your letter:

- Your statement is unclear. Please clarify your position. Works not subject to Clause 80 are progressing. For those works subject to Clause 80, it is only where a tie Change Order has been issued, or where a dispute is referred to the DRP, that tie can elect to instruct such works to commence. Your analysis fails to acknowledge the clear and unambiguous wording of Clause 80.13. Accordingly if we were to commence 'all work' in circumstances other than where a tie Change Order or Clause 80.15 tie Change Order has been issued, we would be in clear breach of contract. The prohibition on executing works subject to a tie Change under clause 80.13, was specifically designed (and insisted upon by tie) to give tie control over the change process, a principle clearly enshrined in the contract.
- The difficulties faced with clause 80.4 have come about directly as a consequence of tie refusing to accept the substantive principles of entitlements to changes as provided for in Schedule Part 4, and further compounding this failure by failing to properly administer the contract. Whether or not clause 80.4 has become inoperable is a subjective matter although it is certainly cumbersome. As to the time at which the process became cumbersome, this again is a subjective matter and would be the subject of an analysis at such time as matters become static enough to render any such analysis feasible. As a matter of principle, the efficacy of clause 80.4, along with clause 80 in its entirety, is not in our opinion in doubt *per se*, but as with other clauses within the contract, it is subject to tie's desire and ability to administer the contract properly. If tie rejects a change and further fails or neglects to declare a dispute facilitating an instruction to commence, then it cannot complain later that delays have occurred when the matter has been adjudicated in Infraco's favour.
- 3. See point 2 above.
- 4. We are applying the clear terms of Clause 80.13 which prohibit us, save where an instruction is received via Clause 80.15, from proceeding with the work prior to the receipt of a tie Change Order. This could not be clearer. We cannot understand your continued refusal to acknowledge the express terms of the contract which were inserted for tie's benefit.
- Paragraph 5 of your letter is of considerable concern to us. You are clearly attempting to retrospectively introduce additional requirements into the contract which we reject. We would remind you in particular of the conclusions reached by Mr Wilson in the Russell Road Retaining Wall adjudication (at paragraph 118) where it was stated:

"It seems to me as a starting point, that the Contract does not provide a quality standard for Estimates. If an Estimate falls below what is contractually or reasonably required then







the paying party can raise in defence that the Estimate failed to provide certain information and that as a result the entitlement is reduced or, for instance in the case of time, extinguished for lack of evidence. The paying party has available to it any arguments that it may seek to advance concerning a failure to mitigate or obtain competitive prices, if that is the case. However, I do not think it can reject an Estimate simply because it says it is badly executed. The Contract provides at Clause 80.10 that if the parties cannot agree 'on the contents of the Estimate' that it may be referred to the Dispute Resolution Procedure."

Thus it is not open to tie to simply ignore the contents of, or receipt of a notice. To do so would be in breach of the contract and will substantially frustrate and further delay the Clause 80 procedure. If you decide to proceed as threatened within paragraph 5 of your letter, then this will clearly be at your own risk and we reserve all of our rights to argue that further delay has been caused by your failure to properly administer the contract.

We would also remind you that the adjudications have confirmed that the question of whether or not a Notified Departure has occurred is a matter of fact and is entirely independent from the issue of the extent to which Clause 80 has been complied with. Although we maintain that we have complied with Clause 80, compliance therewith within any particular timescale is not a condition precedent to our entitlement to recover time and money flowing from the occurrence of a Notified Departure. Presumably you will be advised of the serious consequences of ignoring notices issued by us.

- We are aware of the provisions of clause 65.2 but do not see the nexus between these
 notification requirements and the issues you raise in this letter which turn on the efficacy
 of clause 80.
- 7. We disagree with your view that the make-up of the Construction Works Price is a 'Deliverable' and can find nothing in the contract which supports this notion. We have no contractual obligation to, and therefore do not consider ourselves obliged to provide you with any detailed make-up of the Construction Works Price.
- 8. We acknowledge our obligation to take reasonable mitigation measures to minimize tie's costs, exercising a reasonable level of professional skill, care and diligence. We are doing so. However, this entire paragraph of your letter ignores the effect of Clause 6.4 which makes it clear that in so doing, our ability to arrange our affairs in whatever manner we consider fit in order to exercise our rights and perform our obligations, takes precedence. Likewise, our obligation to minimize costs etc does not relieve tie of its obligation to meet its contractual liabilities, including in relation to Notified Departures and changes. We are not obliged to provide you with the additional information you request in each Estimate and shall not do so. However, to the extent that you consider we are failing to meet any of our obligations in respect of the clauses of the contract quoted (which we deny), please let us know and if warranted, we will look to provide you with information in response to any specific request.

It would appear from this letter and from others received by us over the past few days, that there has been a deliberate decision by tie to focus on areas where it is alleged that Infraco is failing in its contractual obligations. The continued focus on Estimates is one such area. We are, of course, acutely aware of our obligations to assist you with audits and to assist you in complying with your own statutory duties, and will continue to oblige in this regard. However, if this project is to move forward in any meaningful way, there must be a corresponding acknowledgement by tie of its contractual obligations. This includes an acknowledgement that this contract (which was negotiated at arms length by large organisations over many months with considerable legal advice) is clear in its terms.

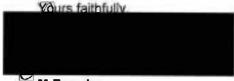








tie cannot now complain that certain conditions are not to its liking and therefore *de facto* seek to set them aside. tie must accept that this is not a fixed price contract and that the covenanted pre-requests for the execution of the Works, have not been fulfilled. Once this is acknowledged, we would hope that the project can be administered in such a manner as to achieve real and substantial progress by permitting Infraco to comply with its obligations under the contract.



M Foerder

Project Director

Bilfinger Berger Siemens CAF Consortium

Encl: "Comparison of BSC Estimates and tie Change Orders Issued" as at 9 February 2010.

cc: M. Berrozpe

A. Urriza

A. Campos

R. Walker

M. Flynn



CEC00218329_0006

Tie CHANGES Comparison of BSC Estimates and Tie Change Orders Issued

		Date Estimate								
in.			Change	Change Order value E	Count	instantiations		arise become		Notes
-1			8			400				HORS
19	Retrospective tie instruction to carry out Archaeological Survey to the Caley Ale House as tie	05/09/2008	+	5.201	+	- New York	5,977	462	5,201	
	Notified Departure in accordance with 3,4,37 and 3.5 Schedule Pain+ due to the Asibestos Su		1	5.268	4		6,054	470	8,438	
53	TNC004: Utilities diversions & associated works deemed more suitable for inclusion with Inf	08/10/2008		33,724			39,218	101	39,218	
	Notified Departure in accordance with 3 4.37 and 3,5 Schedule Part 4 dute to the Asbestos Su			26.544	1.0		29,948	337	26,227	
51	TNC002: Utilities diversions & associated works deemed more suitable for Inclusion with Infra		-	61,912	*		75,488	100	9-4,850	
52	TNC003 : Utilities diversions & associated works deemed more suitable for inclusion with Infra	17,/11/2008	-	75,694 17,023			19.561	949	190 008 17 023	
	Demoition of existing garage and fuel tanks on Ocean Brive	17/11/2008		6.643			7,725	939	6.643	
	CVis - Jeonsinuel Terrerre-Ramps (2 no.) at Gogarchurch Road@Construct Car Park Move site beundary fending at Hav market Car Park to tecificate transfer of numbers upporters or		10	850			988	1120	850	
272	Create a starter layer below subsoil level at Carricknown	By hend	11	83,029	4		96 558		83,029	
	Notified Departure in accordance with paragraph 3.4 35 and 3.5 Schedule Part 4 die to the		12	2.020	- 4		2,321	147	4.040	
	Discovery of Gabla& Wiraless ducts - Chainage 108	19/12/2008	14	161	1		187	1220	161	
48	Additional TROD: awings as SDS letter refULE90130-SW-LET-01100 dated 4th July , inconk	17/11/2008	15	3 550	4	3,550	5 18	945	3.550	
168	Demotion of existing building #133 Ocean Drive.	25/11/200B	16	5 8 5 8	4.		5.745	1015	5.870	
7	tie Representatives request for a hard standing at Haymarket Yerds.	29/10/2008	17	891	1		881	139	68,174	
84	TNC005-Burnside road Diversion - Fees for design (INF_CORR.005)	21/11/2008	18	720	2.		720	989	361	
271	Road Construction Details - Construction Methodology Statements for CEstablishing Ground	10/02/2009	19	372 540	-	372,540		1548	39.30	
288	Deviation Road Rail vehicle psyload Instructions arising from Trackform Development Workshop	06/02/2009	20	371,058	1	371.058	U	CAF 1510	371 058	CAF
	Princes Street Construction Works - closure to traffic during construction works.	16/02/2009	21	6,547		371.038	6,965	1568	8.002	
50	Various Traffic Signal requirements lie letter INF CORR 038 16/7/8	11.78	22	30,550		- 0	31.188			Siemens
159	Provisional Sum - Relocation of Ancient Manuments	N/A	23	-53700	4.		46,780	969	230926	
141	Delayto lasue of IFC Drawings for: Port of Leith Tram Stopt Bernard Street Tram Stop I Foo	17/12/2008	24	161,636	1.1	16,636		935	17,761	
266	Undertake Monthly Treuk Monitoring of Network Rail Infrastructure on East Coast North Line i	03/03/2009	25	4,673	4.		5.369	1534	70,000	
	Discovery of under orwand petroltank at National Car Rental Site.	11/03/2009	26	4,813	+		5.531	1880	6 080	
75	Temporary Access Ramp from Depot	31/10/2008	27	14,189	1		16.487	812	14.349	
	Additional excavated material at Depot	11/03/2009	28	1,425,174	1.		1.660.554	1820	182.646	
303	Interior (9/00) of Trams	AD/04/2005	29	313,221	1		313,221	$\overline{}$	313.221	
207	Scottish Gas Networks - Trial Investigations to protect gas main at Culvert no. 2: Carry out works to protect existing SGN gas main at Culvert 2	₱9/01/2009 23/03/2009	30	see INTC 295 14,1.23			16.430	1282 1901	16,351	Incl with 295
216	Discovery of alkathene water pipe above formation level - Chainage 265 RHS	23/03/2009 31/03/2009	31	539	-		16.43U 619	7901	16,351	
218	Discovery of 2.No. LV and 1 No. LV cables above formation level - Chainage 182 RHS	04/03/2009	32	333	1		295	1750	425	
220	Discovery of Water connection cipework above formation level - Chainage 161 RHS	31/03/2009	33	80	. 8			2079	187	
23/223-2	Discovery of stone culvert - Chainage 100 RHS	07/04/2009	34	1.018	. 1		3,186	1640	4.395	14.
225	Repairs required to footpath to allow pedestrian access - Chainage 170 RHS	09/01/2009	35	293	1		329	1266	474	
260	Relocate existing Control Box - Section 1B	12/02/2009	36	1,110	+		1,465	1471	2.062	
293	Gogar Castle Road tree felling	17/02/2009	37	1,162			1,336	1543	1,336	
294	Reinstale access ramp at Gogar Depot	11/03/2009		8.507	- 3		9,799	1787	10,972	
296	Formalion Level of Godarbum Bridge West Abulment	27/04/2009		11,557	1		13,440	1746	18.943	
297	Formation Level of Care drum Sindge East Abutment	27/04/2009	40	7.280			8.466	1563	10,994	
327 328	Dye test and campra serves at Chairman 170 RHS Reinstate stabled footwar following MUDFA works	04/03/2009		1,207	1.4		736 1,482	1753 1754	2.045	
320	Receipt of tie letter PRO.Infraco.2105 dated 9 May 2008 instructing us to proceed with road s			89.050	-		89,050	158	94,578	
257	Feasibility Study (Design Only Forth Ports access to ADM Milling	18/02/2009	46	1 625		1.625		2219	1,625	
195	Discovery of temporary pedestrian crossing lighting ducts and junction box above formation a	25/02/2009	45	657			755	1491	1.041	
193	Discovery of Hydrant in kerb line - Charman 333 RHS	31/03/2009	46	391	+		449	2083	620	
184	Discovery of void around existing 8T Duct - Channes 360 RHS	31/03/2009	47	192	1		192	2089	265	
169	Relocation of Police Box Coffee Bar - Picardy Place	16/02/2009	48	9.128	_		10 616	1503	22,495	
330	Install additional gully Chainage 250 RHS	17/04/2009	49	1,866	1		2.170	2285	3,060	
157	Survey of Existing Drainage (Gogar Landfill	07/04/2009		3 463			4,027	2187	4,334	
324	A8 Underpass Phase 1 Piling Obstructions Edinburgh Park Bridge South Abutment Base - Existing Service (cable)	14/04/2009 30/03/2009	51	4,015			4 614	2251 2085	5,127	
390	Carrick Knowe chainage 520200 to 520240 - sub-grade improvement	07/05/2009		84,700			98.501	2449	110,331	
361	Scottish Power Utility Diversion near Murrayfield Station	20/05/2009		8,690	_		8,690	2674	9622	
167	Accommodation Works to Wanderers Clubhouse Building at Murrayfield	07/05/2009		166,275	4		191.061	2528	174,207	
338	Remove omamental iron balls from Groathill Depot	05/05/2009	57	408	-1		556	2302	766	
42	Delay and Disruption to Raveiston Tramstop Landscaping as SDS Letter 00247 in accordance			2,409	_	2,000	Y	1195	2,855	
392	Pier 1 Base Formation - Section 59	30/04/2009		561	_		561	2490	629	
336	Extension to Site Office for tie/SDS personnel	02/06/2009		150,000				tie 1573	150,000	
349	Traffic Management contingency for Emergency Utility Works	06/05/2/009		405	-		405			
385	Section 10/10 Additional MASS barriers on Great StužiriStrapt	25/05/2009 05/05/2009	_	915	_		915		1,434	
350	Sewer Diversion, Gogar Landfill Protected Species mitigation measures	31/03/2009	_	9.262	_		9,262		9,870	
273	Gogarbum Retaining Wall W14 - Re-design to accommodate Water Mains and Gos Main	11/05/2009		1,157		1.157	5,202	2589		
222	Discovery of valves and a hydranifouling the newkerb line - Chainag a120RHS	30/04/2009		618		1	845			
EW.	Tomourary Traffic Lights opposite Manderston Street required because MUDFA works are in			15.065			15,085	1		
243	Forth Ports Substation - lack of as-built information	12/02/2008		7.824	_	7,824		1566		8 Designori
352	Off-peak Taxi Rank at George Street	06/05/2009	69	2,214	_		2,214			
171	Contract with FaborMaunsel for Transwall and Linking Modeliving Assessments.	03/02/2009	_	64,809	_		64,810			
373	Transfer of MUDFA Uthin Oversion - Section 5C - Conflict Schedule 6C/TE/0/05 - Viraln Mi			3,269			4,948			
371	Transfer of MUDFA Utility-Diversion - Section 5C - Conflict Schedule 5C/BT/D/05 - BT	21/05/2009	_	656	_		1,695			
439	SDS' proposed office move to Edinburgh Park - IT costs	07/07/2009	_	28.000	-			tle 1750	28,00	
203b	Structural Steelwork Foundations	07/05/2009		270,373 47,783	_		270,373 47,78			
203a	Reinstatement of Bus Unk	05/05/2009		41,/8			80:	_		
449	Trackformonon on the GuidedBuswa	22/07/2009	_	550,000	-		550,000	-		3 Siemens
419	Replace MASS berriers at St Andrews Square with visi-rail, kerbed build outs and infill bollar			22.89	_		22,89			
279	West PillonTram supp	26/06/2009		B51	_	859		2091		
413	Provide local protection of sever at Chairman 711990	12/06/2009	_	2,69	_		2,697		2.69	7
179	Gatehouse Works to Mu	14/05/2009	85	143,49	4 1	108,674		170		
179(a)	Reduced land available at Murrayfield as a result of Third Party Agreement with SRU.	31/07/2009	-	Incl	1	34820		3186		
159a	Provisional Sum - Relacation of Ancient Manuments	21/04/2005	_	3,99	_		3 59			_
234	Leith Waak(Section 18) Growndworks - Move THUS ducts քունից kerbling to new loading to			6,56	_	-	8,58	1	_	
202	IFC . Goodhigh Culveris 1 2 and 3	31/03/2009	-	13.36	_	-	13 36			
401	Additional earthworks to westerraremental Gonarburn Bridge	08/07/200		38,61			38,61			
2030		30/07/200		2,35			2,35		_	
334	Access at New Prolision	17/04/200	_	5.82	_		5,82		+	
118	IFC Drawing Change Cathedral Lane Sub Station	28/04/200		1 23	$\overline{}$		1,23			
407	Mard insterial within Gone' excavation Confirmation of Verbal Instruction Reference ETN002 - Compensation Event Notice . Edinb.	_	-	52.38	_		52,38			
31		11/05/200	-	15,45	-		15,45			
227	Testing to carriageway at Leith Walk	13/07/200		1,637,51	_			6 053448		95 Sigmens
337	Power Connections Phose 1a			037,01	-		.1000100	-		
337 88 437	Power Connections Phase 1e Carrick Kindwe works outwith the LOD			4,32	4		4,8	321	3 4,32	24.
88	Power Connections Phase 1a Cartick Knowe works outwith the LOD ABUndero ass - BT works - Staw 2 way and 4 way dutos	04/08/200	9 102	4,32 8495	_		99,95			

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Tie CHANGES Comparison of BSC Estimates and Tie Change Orders Issued

	act .		-	272010	_					
sit.		Estimate tected C		Change-Order value £	-	£ Revisso Estimata		Initial Estimate		Notes
						Dosign	100	Carte San		
ini:	Sample soil nation to embankments between Russell Road and Water of Leith	03/09/2009	107	44,718	10	Design	88,784	2833	73.167	
431	Slew existing BTduct at A8 uniterresse	05/08/2009	108	22,847	1		26.917	3225	28,917	
125	Uniorseen Ground Conditions at Household Viadual	16/10/2009	109	94,317	1	94 317	20.917			
191	Discovery of congrete encased lighting cable - Chairana 339 RHS	11/09/2009	110	180	1	54.517	180	3826 3485	113,502	
242	TRO Presentations by SDS to the mubic di-me September 2008 and changes to drawin as an		111	23,480	1	23480	180	3790		Designanty
77	DESIGN ONLY to Amend line of route design section SC (Batch 5/22) Prior approval acodical		112	5,369	-	23460	5,369	3790	85,996	pesidingsily
370	Existing Ground levels at Erichturch Park Bridge	03/07/2009	113	61,851			61,851	2942	88,297	
203j	BDDI to FC chances to depot access road	22/10/2009	114	78.675	1		78,675	3547	78,675	
2031	The Issued for Construction (IFC) dates from the Design Delivery Programme have been enter			3,524.000			3.524,000	162		PartSiemens
428			116	1,065	4					
	Afteretion of Drainego at Eastfield Avenue in avoid a clash with Utilities	08/10/2009			1		1.065	3725 1696		Abortive Cost Estimate
309	E th h Perk Bridge (S27) - South Abulment Base Formation		123	9,495			9.495		53,127	
505	Traffic alonaling control at Junction 41 - Lathian Road/Charatte Street/2/index Street	19/11/2009	124	137.105	-		137,105	53824		Siemens
369	Temporary works solution to meintain Thus and C & W services and discrently water main at	11/12/2009	126	20,325	-		20.325	4145	20,325	
282	Request for instruction to deat with Jacanese Knotweed at rear of First Scotrail Havmarket De		128	24,283	-	-	24,283	2683	24,283	
436	Lothian Road pedestrian disruption	09/10/2009	129	8,640	1		8.640	3740	8.640	
434	George Street Emergency road closure	30/09/2009	130	1.516	1	_	1.516	3649	1,516	
151	Excavate and replace existing B O material within existing willby trenches.	26/11/2008	133	1,066	4		1,066	728	77 792	
268	Carry out Scottish Power Diversion at Gog ar Roundehout	16/01/2010	133	70,163	1		70.163	4395	70,163	
112	IFC Drawing Chan le Hallmarkst Viaduct	15/10/2009		96.173	1		96,173	3444	399,728	
87	Duct Installation at Leith Walk	05/01/2009	4,13	300	1		299	1237	299	
360	Alteration of Design at Forth Ports Road 8	08/05/2009	549	11.933	1	11.933		2576	3.264	
409	Forth Ports - New construction at Ocean Drive	12/05/2009	70a	2,818	4	2.818		2604	3,264	
259	Cycleway at Edinhumh Park Station received quiwith the LOD	07/05/2009	72a	52.095	+		52,095	2220	64.324	
307	Contaminated Soil assessment at Harmorket Depot	07/05/2009	76a	54.987	4		54,987	2492	60,449	
438	Noise & Vibration Surveys and Reports in the city centre (SIEMENS)	23/07/2009	83a	146 128			146,128.	53207	146128	Siemens

				11.175,457		1.057.130	10.694,749		12,852,556	
	Percentage of value of TCO vs Original Estimate Submitted (Status 9 Feb 2010)	87%								
	(Status of the colo)	07 /6								
115	IFC Drawing Change Carricknowe Bildge	04/02/2010	95				165,508	25 65	339,028	Part Siemens, Tie to stiffissue a TCO forthe aluation of the Estimate. Agreement of viau Change remains in DISPUTE
146a	IFC Drawing Change Russell Road Relaining Wall 4	14/05/2009	101				1.840,408	260	4.597.847	Wai 4 only, ÖRIGINAL Estimata included for LOD and provisional values for Contamination Revised Estimate (Excluding LOD and Contamination £1.8 Mio). The have yet to sut a TCO for £1.461 Mio)
1400	I O Dissess Clipings (Coson (Coson Remaining France)	14/00/2009	101		-		1,040,408	DEED	4.057,047	
104	IFC Drawino Chen e Saird Drive RTW	14/09/2009	119		. 1		1.545,711	2564	3,802,616	Pad Siemens, Estimate raised to formal DISPUTE RESOLUTION PROCEDURE
				1				- 1		Estimate raised to formal DISPUTE
105	IFC Drawing Change Balgrean Road Retaining Wall	13/06/2009	120				382,179	2075	900.070	RESOLUTION PROCEDURE
105	IFC Drawno Change baigrean Road Retained Wall	13/06/2009	120	-	-		302,179	3275	800,976	
85	TN C008 - Lindsay Road Retaining Wall Cost Estimate (Now based on IFC Drawings as ogre@dvilli Le)	03/03/2009	125	484.065			484,065	1783	1.291.200	6e has ONLY issued a TCO for the Concrete Structure and Structural Earthworks part of testinate. Agreement of the batnece of the Estimate. Acreament of the total Earthwark and Trackwork Earthwarks as been excluded by lie in the Change. BS raise a separate NTC to cover these items.
121	Urbain Traffic Connrols (LTC) associated with delivery of the alliamment	08/10/2009	103	700 Sas			6.636,394	3080	7,520,732	Part Siemens, he has issued a TCO ONLY tha Siemens portion of the Estimate (or the 4 Junctions (Princes Street Junctions only) ou total of 40 total. The Balance which comprise Billingar Berger (Civil Works) of the Change remains in DISPUTE
121	Truer Trems Controls (LLTC) assumented with delivery of the allocations	00/10/2009	103	396.535			Per, did.p	3080	r.520.732	
001		24.551.522					400000	3092	1,043,880	lie has issued a TCO for 4 Junctions ONLY (Princes Street Junctions only) out of a total Junctions. The the Balance of the Change remains in DISPUTE
304	Provisional Sum for Extra-Over for Shell Grip at Junctions	20/07/2009	104	156,230			1.043,880		1,043,880	be has issued a TCO for pert of the structur ONLY (14A, 15A, 15B, 15C) to allow construction to commence. Agreement of a of the Balance of the Change (14B, 14C, 1- 15D) remains in DISPUTE.
155	IFC Drawmin changes (Prosentuan RTWs 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D	23/06/2009	127	141,185	1		1,148,620	2308	1,146,620	
76	Goger Depot Public Tramstop proposels Guide to Railway Improvement Projects (GRIP) obtons 48 & 402.	19/06/200	9 131	50 000	+	727,430		2671	743,851	or the Change remains in DISPUTE
-			-		-					
			1							

Note: Descript that a construction Estimate will be required once a