

28.56A.6 Where Clause 28.56A4.2 above applies, or if the SDS Provider's authorised representative or nominee attends the meeting referred to in Clause 28.56A2 above but does not confirm to the adjudicator whether or not it accepts or does not accept the proposed consolidation of the Related Dispute with the Dispute, the adjudicator shall issue within one (1) Business Day of the meeting referred to in Clause 28.56A2 above his written decision as to whether or not the Dispute and the Related Dispute are substantially the same or connected. If the adjudicator considers that the Dispute and the Related Dispute are not substantially the same or not connected one to the other, or has failed or is unable to reach a decision within 1 Business Day of the meeting referred to in Clause 28.56A2, the Dispute and the Related Dispute shall not be consolidated. If the adjudicator considers that the Dispute and the Related Dispute are substantially the same or connected one to the other the adjudicator shall immediately issue a decision consolidating the Dispute and the Related Dispute and the adjudicator shall have the authority and the power referred to in Clause 28.56A7 below.

28.56A7 The adjudicator shall have the authority and power to consolidate the Dispute and the Related Dispute and to direct that all procedural and/or evidential matters arising in both the Dispute and the Related Dispute are dealt with in whatever manner the adjudicator considers shall lead to the fair and expeditious resolution of both the Dispute and the Related Dispute and the parties (including the other party to the Related Dispute) shall thereafter abide by and implement such consolidation and any such direction and any decision of the adjudicator. For the foregoing purposes:

28.56A7.1 unless the context otherwise requires, the provisions of the adjudication rules in this Clause 28 shall apply as between the Client and the other party to the Related Dispute, as they apply between the Client and the SDS Provider in relation to the Dispute; and

28.56A7.2 the adjudicator shall have the same authority and powers as if the Related Dispute constituted a dispute or difference between the Client and the SDS Provider.

28.56A8 In the event that the Related Dispute is consolidated with the Dispute, the adjudicator shall reach a decision on the Dispute and the Related Dispute at the same time and in any event within twenty eight (28) days of the earlier of the referral of the Dispute or the referral of the Related Dispute, or such longer period as is agreed by the parties to the Dispute and the Related Dispute after the date that the Related Dispute has been consolidated with the Dispute. The adjudicator shall be entitled to extend the said

period of twenty eight (28) days by up to fourteen (14) days with the consent of the party by whom the Dispute and (where applicable) the Related Dispute were referred.

#### **Referral of a Related Dispute to the Adjudicator**

- 28.57 In the event that a Dispute has already been referred to the decision of an adjudicator, and the Client is of the opinion that a Related Dispute is to be (but has not yet been) referred to adjudication, the Client may refer the Related Dispute to the adjudicator appointed in relation to the Dispute under this Clause 28 (*Dispute Resolution Procedure*). The Client and the SDS Provider agree that, without fettering or restricting the adjudicator's power and authority in any way, it is their intention that the adjudicator shall, insofar as is relevant, practicable and appropriate, come to the same conclusion as to the facts and apply the same reasoning and analysis in reaching a decision on the Related Dispute as the adjudicator's conclusions, reasoning and analysis applied by him as adjudicator in relation to the Dispute under this Agreement. The adjudicator shall:
- 28.57.1 if practicable, hear the Related Dispute at the same time as the Dispute and shall request such extension of time for producing his decision or award as he may require in order to reach a decision in respect of each of the Dispute and the Related Dispute at the same time. The Parties shall agree to such request for an extension of time, except in the event that the Dispute or the Related Dispute relates to "construction operations" which are not Authorised Works within the meaning ascribed to that term by the Housing Grants, Construction and Regeneration Act 1996 (if applicable) (unless otherwise agreed by the Parties, all parties to the Related Dispute and the Adjudicator).
- 28.57.2 except in the event that the Dispute or the Related Dispute relates to "construction operations" which are not Authorised Works within the meaning ascribed to that term by the Housing Grants, Construction and Regeneration Act 1996 (if applicable) (unless otherwise agreed by the Parties, all parties to the Related Dispute and the Adjudicator), the adjudicator shall have power (if so requested by the Client) to make his decisions or awards in the Dispute and the Related Dispute in such a manner as if the rules applicable in the Court of Session, Scotland as to the joining of one or more defenders or third parties or conjoining actions were applicable to the Parties to the Dispute and the Related Dispute, and to the adjudicator; and

28.57.3 as soon as practicable, the Client shall give to the SDS Provider copies of the Related Contract, the Referral Notice in the Related Dispute and any other documentation provided to the adjudicator by any party to the Related Dispute.

**Consolidation of a Dispute under this Agreement with a Related Dispute**

28.57A1 In the event that, subject to Clause 28.57A3, an adjudicator under a Related Contract ("**Related Adjudicator**"), who is permitted pursuant to the Related Contract to do so, decides that a Dispute under this Agreement be consolidated with a Related Dispute with which the Related Adjudicator is dealing under the Related Contract, then:

28.57A1.1 notwithstanding anything in the adjudication rules in this Schedule 9, with effect from the time of such decision, the adjudicator shall cease to have authority or jurisdiction to determine the Dispute which shall instead be determined by the Related Adjudicator and the appointment of the adjudicator under this Agreement shall cease;

28.57A.1.2 such decision shall be binding on the Client and the SDS Provider and both of them shall acknowledge the appointment of the Related Adjudicator as the adjudicator of the Dispute;

28.57A.1.3 the Client and the SDS Provider shall be jointly liable with the other party to the relevant Related Contract for the Related Adjudicator's reasonable fees and expenses including those reasonable fees and expenses of any specialist consultant or adviser (excluding legal) appointed by the Related Adjudicator in accordance with the adjudication procedure in the Related Agreement, in respect of the period after the date on which the Dispute is consolidated with the Related Dispute pursuant to a decision of the Related Adjudicator;

28.57A1.4 without prejudice to the right of the Related Adjudicator to effect recovery from either party in accordance with Clause 28.57A1.3, the Client and the SDS Provider agree that the Related Adjudicator may by direction determine the apportionment between the parties of liability for his fees and expenses referred to in Clause 28.57A.1.3; and

28.57A.1.5 notwithstanding anything to the contrary a Dispute under this Agreement shall only be consolidated with a Related Dispute, if the

Related Adjudicator receives particulars of the Dispute within fourteen (14) days of the referral of the Related Dispute to the Related Adjudicator under the Related Contract.

- 28.57A2 Where the Related Adjudicator receives a request under the Related Contract, that a Dispute under this Agreement be consolidated with a Related Dispute with which he is dealing under the Related Agreement, the Client and the SDS Provider acknowledge that the Related Adjudicator may immediately request that they, together with the other party to the Related Dispute, attend a meeting with the Related Adjudicator with a view to determining whether or not the Dispute and the Related Dispute should be consolidated. If the Related Adjudicator and all the relevant parties agree, they may hold a telephone conference call instead of a meeting, and in such an event references in Clauses 28.57A3 to 28.57A5 to a meeting or to attending a meeting shall mean a telephone conference call and taking part in such a telephone conference call.
- 28.57A3 The Client and the SDS Provider each agree to send an authorised representative or nominee to any meeting of this kind under this Agreement or under a Related Agreement, which they may be requested to attend.
- 28.57A4 At the meeting referred to in Clause 28.57A2, the Party which has not requested the Related Adjudicator to consolidate the Related Dispute with the Dispute shall, as a preliminary matter, either:
- 28.57A4.1 confirm to the Related Adjudicator that it accepts the proposed consolidation of the Dispute with the Related Dispute; or
- 28.57A4.2 inform the Related Adjudicator that it does not accept the proposed consolidation of the Dispute with the Related Dispute.
- 28.57A5 Where Clause 28.57A4.1 applies, or if the SDS Provider's authorised representative or nominee fails to attend the meeting referred to in Clause 28.57A.2 above (having received due notice thereof), the Related Adjudicator shall if he considers that the Dispute and the Related Dispute are substantially the same or connected one to the other, immediately issue a decision consolidating the Dispute and the Related Dispute and shall have the authority and the power to consolidate the Dispute and the Related Dispute and to direct that all procedural and/or evidential matters arising in both the Dispute and the Related Dispute are consolidated in whatever manner the Related Adjudicator considers shall lead to the fair and expeditious resolution of both the Dispute and the Related Dispute and the parties (including the party to the Related

Dispute) shall thereafter abide by and implement such consolidation and any such direction.

28.57A6 Where Clause 28.57A4.2 applies or if the SDS Provider's authorised representative or nominee attends the meeting referred to in Clause 28.57A.2 but does not confirm to the Related Adjudicator whether or not that the SDS Provider accepts or does not accept the proposed consolidation of the Dispute with the Related Dispute, the Related Adjudicator shall within one (1) Business Day of the meeting referred to in Clause 28.57A.2 issue his written decision as to whether or not the Dispute and the Related Dispute are substantially the same or connected. If the Related Adjudicator considers that the Dispute and the Related Dispute are not substantially the same or not connected one to the other, or has failed or is unable to reach a decision within 1 Business Day of the meeting referred in Clause 28.57A.2, the Dispute and the Related Dispute shall not be consolidated. If the Related Adjudicator considers that the Related Dispute and the Dispute are substantially the same or connected one to the other, the Related Adjudicator shall immediately issue a decision consolidating the Dispute and the Related Dispute and shall have the authority and the power to consolidate the Dispute and the Related Dispute and to direct that all procedural and/or evidential matters arising in both the Dispute and the Related Dispute are consolidated in whatever manner the Related Adjudicator considers shall lead to the fair and expeditious resolution of both the Dispute and the Related Dispute and the parties (including the party to the Related Dispute) shall thereafter abide by and implement such consolidation and any such direction.

**Clause 29 – Novation, Collateral Warranty in favour of tie, Funder's Direct Agreement and Agreement between the Joint Revenue Committee and the SDS Provider**

Insert new Clause:

29.10 Within 14 days of the execution of the Novation Agreement, the SDS Provider shall use best endeavours to deliver to tie a collateral warranty agreement duly executed by Halcrow and the SDS Provider in favour of tie substantially in the form set out in Appendix Part 3 to the Novation Agreement.

**Clause 30 - Assignment, Changes In Legal Status And Changes In Control**

Delete Clause 30.2 and substitute therefor:

30.2 The Client shall be entitled to assign, novate or otherwise transfer the whole or any part of this Agreement:

30.2.1 to an assignee permitted in accordance with the terms of the Infraco Contract;  
or

30.2.2 with the prior written consent of the SDS Provider (such consent not to be unreasonably withheld or delayed).

Clause 32.2.1 – Delete "with full title guarantee"

**Schedule 1 – Scope of Services**

Amend to include the services set out in Appendix Part 4.

Delete paragraph 3.2.1

Amend paragraph 3.2.2 to include 'prior to the date of the Novation Agreement' after shall.

Amend paragraph 2.1.1 to include after 'all design' in the first line, the words 'other than Client Design',

**Schedule 3 – Pricing Schedule – Provisional Additional Work**

Delete references to **tie** and **tie Representative** and replace with "Client" and "Client's Representative", respectively.

**Schedule 9 – Review Procedure**

In paragraphs 1.3 and 1.4 replace "20 Business Days" with "10 Business Days".

In paragraph 3.1.15 replace "prevent Service Commencement" with "would prevent a Certificate of Service Commencement (as defined in the Infraco Contract)".

In paragraph 4.3 insert "and to **tie**" after "Client's Representative".

Insert new sub-clauses:

5.2.7 SEPA;

5.2.8 Historic Scotland;

5.2.9 SNH;

5.2.10 EAL; and

5.2.11 Transport Scotland.

**APPENDIX PART 2**

**CONSENTS PROGRAMME AND DESIGN DELIVERY PROGRAMME**

**PART A - PROGRAMME ASSUMPTIONS AND CONSTRAINTS**



**PART B - CONSENTS PROGRAMME AND DESIGN DELIVERY PROGRAMME**

**CD is attached to the SDS Novation Agreement dated 13 and 14 May 2008**

**APPENDIX PART 3**

**HALCROW COLLATERAL WARRANTY**



**(1) HALCROW GROUP LIMITED**

**- and -**

**(2) tie LIMITED**

**COLLATERAL WARRANTY**

**relating to the**

**PROVISION OF DESIGN SERVICES FOR  
THE EDINBURGH TRAM NETWORK**

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## AGREEMENT

### BETWEEN

- (1) **HALCROW GROUP LIMITED** (Company Number 03415971) whose registered office is at Vineyard House, 44 Brook Green, London, W6 7BY (the "**Consultant**") and
- (2) **tie LIMITED** (Company Number SC230949) whose registered office is at City Chambers, High Street, Edinburgh, Midlothian, EH1 1YJ ("**tie**") which term shall include its successors and permitted assignees).

### BACKGROUND

- A. By an agreement in writing dated 19 September 2005 (the "**SDS Agreement**"), tie appointed Parsons Brinckerhoff Limited (the "**SDS Provider**") to provide system design services in connection with the Edinburgh Tram Network.
- B. The SDS Provider appointed the Consultant to provide design services and technical and civil engineering expertise and support (the "**Services**") as the SDS Provider's sub-consultant pursuant to an agreement dated [◆] 2005 (the "**Halcrow/PB Agreement**").
- C. It is a term of the SDS Agreement that the SDS Provider shall procure the provision of a Collateral Warranty in favour of tie from the Consultant.

### IT IS AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings, unless the context requires otherwise:

"**Agreement**" means this document (as amended from time to time pursuant to clause 10);

"**Deliverables**" means the Sub-Consultant Deliverables under the Halcrow/PB Agreement, as determined in accordance with Clause 4.1 of the Halcrow/PB Agreement and Schedule 1 (*Scope of Services*) to the Halcrow/PB Agreement;

"**Intellectual Property Rights**" means any rights in or to any patent, design rights, utility model, trade mark, brand name, service mark, trade name, business name, logo, invention (whether registered or unregistered), domain name, semi-conductor

right, topography right, software design, and/or other materials, source code, copyright, moral right or rights in databases and any other rights in respect of any industrial or intellectual property, whether capable of being registered or not, including all rights to apply for any of the foregoing rights or an extension, revival or renewal of any of the foregoing rights and any similar or analogous rights to any of the above, whether arising or granted under the laws of Scotland or of any other jurisdiction.

"Party" means each and any of the parties to this Agreement and Parties shall be construed accordingly.

1.2 Unless the context requires otherwise:

1.2.1 words importing:

1.2.1.1 the singular include the plural and vice versa; and

1.2.1.2 one gender include all other genders.

1.2.2 a reference to:

1.2.2.1 persons includes firms, companies, corporations, partnerships, trusts, authorities and other incorporated and/or unincorporated bodies; and

1.2.2.2 a recital, clause or schedule is a reference to a recital, clause or schedule of or to this Agreement.

1.3 The list of contents and clause headings in this Agreement are included for convenience only and do not affect its interpretation.

1.4 Where a Party comprises two or more persons:

1.4.1 any obligations on the part of that Party contained or implied in this agreement are deemed to be joint and several obligations on the part of those persons; and

1.4.2 references to that Party shall include references to each and any of those persons.

- 1.5 Unless otherwise defined hereunder, where the Halcrow/PB Agreement defines a meaning to any capitalised word or expression used in this Agreement, the same meaning shall be given to it in this Agreement;
- 1.6 In the case of any unintended and patent conflict between the definition or interpretation of words or expressions in this Agreement and the Halcrow/PB Agreement, the Halcrow/PB Agreement shall prevail save where by express words or where it is apparent from the context that the contrary is intended in this Agreement.

## **2. STANDARD OF CARE**

The Consultant warrants and undertakes to tie that:

- 2.1 it has carried out and shall continue to carry out its Services and other duties and obligations under the Halcrow/PB Agreement subject to and in accordance with the terms thereof; and
- 2.2 in addition to and without derogation from clause 2.1;
  - 2.2.1 the Consultant warrants to tie that, in the performance of the Services and its other obligations under the Halcrow/PB Agreement it has exercised and shall exercise a reasonable level of professional skill, care and diligence to be expected of a properly qualified and competent system design services and technical and civil engineering services provider experienced in performing services similar to the Services in connection with projects of a similar size, scope and complexity to the Edinburgh Tram Network; and
  - 2.2.2 it owes a duty of care to tie in carrying out its duties, obligations and scope of services under the Halcrow/PB Agreement in terms of 2.2.1 above.

## **3. COPYRIGHT LICENCE**

- 3.1 The Consultant hereby grants to tie an irrevocable, perpetual, royalty-free and non-exclusive licence to use any and all of its own Intellectual Property Rights contained in the Deliverables as may be necessary for tie to use in relation to any projects associated with the Services. This licence shall carry the right to grant sub-licences, and be freely transferable to third parties. The Consultant shall be liable for any claims arising from the use by tie of such Intellectual Property Rights only to the extent that they are used by tie for the purposes for which they were intended.

- 3.2 Subject to **tie** paying the Consultant's reasonable photocopying charges, the Consultant shall provide to **tie** a copy of any of the Deliverables as soon as reasonably practicable after receipt by the Consultant of a written request from **tie** to do so.
- 3.3 The Consultant undertakes to **tie** that the use by **tie** of any of the Deliverables shall not infringe the rights of any third party in relation to the Deliverables.

#### 4. REQUIRED INSURANCES

- 4.1 The Consultant undertakes that it has maintained and shall maintain during the performance of its obligations under the Halcrow/PB Agreement all insurance cover in accordance with the requirements of the Halcrow/PB Agreement;
- As and when reasonably required by **tie**, the Consultant shall produce for inspection documentary evidence that such insurance is being properly maintained.
- 4.2 The Consultant shall at times maintain insurance to comply with its obligations to carry insurance cover following completion of the Services.

#### 5. ASSIGNATION

- 5.1 The Consultant shall not assign, novate or otherwise transfer the whole or any part of this Agreement without the prior written agreement of **tie**.
- 5.2 Subject to notice being served on the Consultant, **tie** shall be entitled to assign the whole of this Agreement (and any such assignee shall be entitled to assign once only) to any person taking **tie**'s interest in the Edinburgh Tram Network (but not a party to whom **tie** or any assignee may enter into one or more contracts whereupon that party takes responsibility for all or any of the Consultant's performance and/or services) without the consent of the Consultant. No further or other assignments shall be permitted.
- 5.3 The Consultant undertakes to **tie** not to contend in any legal or court proceedings under this Agreement that any person to whom **tie** assigns or has assigned its rights under this Agreement in accordance with the foregoing provisions of this clause is to be precluded from recovering any loss resulting from any breach of this Agreement (whenever happening) by reason that (i) such person is an assignee and not the original contracting party under this Agreement, or (ii) **tie** is named under this Agreement and any intermediate assignee of **tie** escaped loss resulting from such breach by reason of the disposal of its interest in the same.

## 6. LIABILITY OF THE CONSULTANT

- 6.1 The responsibility of the Consultant under this Agreement is not to be reduced or in any way released or limited by any enquiry or inspection by or on behalf of any person notwithstanding that such enquiry or inspection may give rise to a claim by tie against a third party.
- 6.2 Subject to the other provisions of this Agreement, the liability of the Consultant to tie is to be determined in all respects in accordance with the terms of the Halcrow/PB Agreement and, in the event of any claim by tie under this Agreement, the Consultant shall be entitled to rely upon any defence, right, limitation or exclusion under the Halcrow/PB Agreement as though tie were named as Client under it.
- 6.3 The liability of the Consultant under this Agreement shall be no greater in nature or extent than the liability of the Consultant under the Halcrow/PB Agreement. Further and notwithstanding any similar or other limitations which may be included in the Halcrow/PB Agreement (and therefore upon which the Consultant may rely by virtue of clause 6.2 and this clause 6.3), the total aggregate liability of the Consultant arising under or in connection with this Agreement, whether in contract, delict or howsoever arising shall be limited to £10,000,000 (TEN MILLION POUNDS except in respect of death and personal injury caused by its negligence, or in the case of fraud or fraudulent misrepresentation.
- 6.4 Further and without prejudice to the foregoing, the aggregate liability of the Consultant arising out of or in connection with this Agreement shall be further limited to that proportion of loss or damage (including interest and costs) suffered by tie which is attributable to the Consultant having regard to the contribution to such loss and damage by any other person, and each other person who has contributed to the loss and damage shall conclusively be deemed to have paid to tie a sum equivalent to the proportion of the loss and damage which is attributable to its contribution to the same. For the avoidance of doubt, in calculating the SDS Provider's contribution for the purposes of this clause, the SDS Provider's contractual assumption of responsibility for services performed by the Consultant shall not be taken into account.

## NOTICES

- 6.5 Any notice required to be given under this Agreement is to be hand delivered or sent by prepaid registered or recorded delivery post to the Party concerned at its address



set out in this Agreement or to such other addresses as may be notified by such Party for the purposes of this clause.

6.6 Any notice given pursuant to this clause, if sent by registered or recorded delivery, is deemed to have been received 48 hours after being posted.

**7. RIGHTS OF THIRD PARTIES**

7.1 Save as in accordance with clause 5, a person who is not a Party to this Agreement shall have no right to enforce any term of this Agreement save through the operation of clause 5 (*Assignment*).

**8. INVALID TERMS**

8.1 If any term of this Agreement shall be held to any extent to be invalid, unlawful or unenforceable:

8.1.1 that term shall to that extent be deemed not to form part of this Agreement; and

8.1.2 the validity and enforceability of the remainder of this Agreement shall not be affected.

**9. VARIATIONS AND WAIVERS TO BE IN WRITING**

9.1 No variation, alteration or waiver of any of the provisions of this Agreement shall be effective unless it is in writing and signed by or on behalf of the Party against which the enforcement of such variation, alteration or waiver is sought.

**10. WAIVER**

10.1 Save where expressly stated, no failure or delay by either Party to exercise any right or remedy in connection with this Agreement shall operate as a waiver of it or of any other right or remedy nor shall any single or partial exercise preclude any further exercise of the same, or of some other right or remedy. A waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

10.2 The Parties' rights and remedies under this Agreement are, except where provided otherwise in this Agreement, independent and cumulative.

**11. JURISDICTION AND LAW**

11.1 This Agreement is governed by and is to be construed according to Scots law and the Scottish courts shall have jurisdiction in relation to all matters arising under it.

11.2 The Parties agree that any dispute in relation to this Agreement shall be conducted in accordance with clause 28 (*Dispute Resolution Procedure*) of the Halcrow/PB Agreement and the provisions of the said clause 28 are deemed to be incorporated mutatis mutandis in respect of this Agreement provided that any reference to "Parties" shall be deemed to refer to **tie** and the Consultant, any reference to "Client" shall be deemed to refer to **tie**.

**IN WITNESS WHEREOF** these presents on this and the preceding 7 pages are executed as follows:

**EXECUTED** for and on behalf of **HALCROW PLC**

at

on \_\_\_\_\_ 2008 by:

Director/Authorised Signatory \_\_\_\_\_

Full Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

**EXECUTED** for and on behalf of **tie**

at

on \_\_\_\_\_ 2008 by:

Authorised Signatory \_\_\_\_\_

Full Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

**APPENDIX PART 4**

**Design and Deliverable Status**

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CPH/CPH/310299/15/19049225.2

**CEC01244182\_0112**

**APPENDIX PART 5**

**Disclosure Statement**

**(with attachments)**

**Part A - SDS Disclosures**

With regard to clause 4.2.2 (a) to (g) of the Agreement the SDS provider confirms the following:

4.2.2 (a) the SDS Provider is not aware having made due and diligent enquiry, of any breaches by tie of the SDS Agreement and there is no dispute or claim subsisting nor are there any circumstances existing which might give rise to any dispute or claim relative to the SDS Agreement;

NO DISCLOSURE

4.2.2 (b) the information set out at Appendix Part 4 (*Design and Deliverable Status*) is true, complete and accurate in all respects and is not misleading;

NO DISCLOSURE

4.2.2 (c) the Deliverables completed by the SDS Provider to the date of this Agreement and listed in Appendix Part 4:

(A) are in all respects in compliance with the SDS Agreement and, without prejudice to the foregoing generality:

(i) the Tram Legislation;

NO DISCLOSURE

(ii) all applicable Law and Consents;

NO DISCLOSURE save where the Deliverables completed to date do not comply with the provisions of the Public Realm Design Workbook (other than existing requirements set out in the Tram Design Manual and the City of Edinburgh Council Standards for Streets) referred to in a letter dated 10 April from

CEC to tie, a copy of which was provided to the SDS Provider by CEC.

- (iii) the Parliamentary Undertakings;

NO DISCLOSURE

- (iv) the Environmental Statements, and all other applicable environmental regulations and requirements;

NO DISCLOSURE

- (iv) will permit compliance with the Code of Construction Practice; and

NO DISCLOSURE

- (vi) the Third Party Agreements (and in the case of SRU the draft Third Party Agreement);

NO DISCLOSURE save that the Deliverables may not comply with the section 75 agreements set out as the eight items under the heading SECTION 75 AGREEMENTS of Appendix Part 6.

- (B) is so as to enable the Edinburgh Tram Network on completion of construction, testing and commissioning to be sited (and thereafter be operated and maintained) within the limits of deviation under the Tram Legislation save as expressly indicated in Appendix Part 9,

NO DISCLOSURE

- 4.2.2 (d) the design as fully developed pursuant to the SDS Agreement following the date of this Agreement shall continue to meet the requirements of Clause 4.2.2(c)(A) and (B) and on the basis of the standard of reasonable skill and care exercised pursuant to clause 3.2 of the SDS Agreement that

(i) the designs and Deliverables completed prior to the date of this Agreement comply with the Employer's Requirements

Upon completion of the work entailed to resolve the misalignments (as referred to in Clause 4.6).

(ii) the designs and Deliverables as will be completed after the date of this Agreement will comply with the Employer's Requirements,

NO DISCLOSURE

provided that in circumstances where compliance with the Employer's Requirements is dependant upon further design development to be undertaken by the Client (and which is out with the Services provided by SDS), the SDS Provider's obligation pursuant to this Clauses 4.2.2(d) shall be limited to having produced or producing designs and Deliverables that are capable of allowing Infraco to develop a design which is compliant with the Employer's Requirements.

4.2.2 (e) save in respect of any Consents which are the responsibility of **tie** in terms of Clause 19 of the Infraco Contract, the Consents listed at Appendix Part 2 (*Consents Programme*) are all the Design Stage Consents which are required to enable the Edinburgh Tram Network to be procured, constructed, installed, tested and commissioned, and thereafter operated and maintained in accordance with the Infraco Contract;

NO DISCLOSURE

4.2.2 (f) it has received no Client Notice of Change or any other instruction from **tie** to vary any term of the SDS Agreement (whether pursuant to Clause 15 and 29.2 of the SDS Agreement or otherwise) and, subject to Clause 9.1 below, it has agreed no variation, alteration of the SDS Agreement; and

NO DISCLOSURE

4.2.2 (g) no Change in Law has come into effect or is anticipated to come into effect which would have a material adverse impact on the Deliverables completed or to be completed pursuant to the SDS Agreement

NO DISCLOSURE

With regard to clause 5.2 of the Agreement the SDS provider confirms the following:

- 5.2        **tie warrants to the Infraco that there is no dispute or claim subsisting (save to the extent that the same are fairly disclosed in the Disclosure Statement), nor are there any circumstances existing which might give rise to any dispute or claim by the SDS Provider against tie relative to the SDS Agreement**

NO DISCLOSURE

**Part B - tie Disclosures**

In respect of the tie warranties under this Agreement (specifically Clause 9.2), tie discloses the attached letter in terms of variations to the SDS Agreement for Key Personnel.





Steve Reynolds  
Parsons Brinckerhoff,  
Edinburgh Tram Network Project,  
Citypoint,  
65 Haymarket Terrace,  
Edinburgh,  
EH12 5HD

Our Ref: DEV-COR-812

Date: 2nd October 2007

Dear Steve,

**Edinburgh Tram Network  
System Design Services (SDS): Key Personnel and Other Staff**

Further to discussions at the Critical Issues meeting of 28<sup>th</sup> Sept 2007, I confirm that the attached list of personnel are those we require (as a minimum) to be retained on the project, dedicated to the production of the design deliverables and until their completion. The list indicates both personnel to be retained at tie offices and also those working on the project but based at other locations.

We note that an updated Organisational Chart is to be issued shortly and it is our expectation that our requirements will be reflected in respect of the attached list of personnel, in compliance with *Clause 8* of The Agreement. Can you please let me have, as soon as possible, the Org Chart both as hard copy and pdf.

If you wish to discuss this list please contact me as soon as possible. In any case we might need to discuss the normal locations of those named people.

Yours sincerely

Tony Glazebrook

cc Matthew Crosse, Geoff Gilbert, Steven Bell

tie limited

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**ETN**

**SYSTEM DESIGN SERVICES ( SDS )**

**KEY PERSONNEL and STAFF - DETAILED DESIGN PHASE**

**Project Management and Engineering Staff**

*Steve Reynolds (at least 4 days per week) - PD [Edinburgh]*

*Jason Chandler - PM [Edinburgh]*

*Chris Mason - Engineering Manager [Edinburgh]*

*Kate Shudell - Section Design Manager [Edinburgh]*

*Scott Ney - Section Design Manager [Edinburgh]*

*Carla Jones - Chief Planner [Edinburgh]*

*Simon Price - EMC*

*Chris Lee - System Safety*

*Martin Conroy - NR liaison*

*Tom Kelly [Edinburgh]*

*Bruce Ennion [Edinburgh]*

*Brian McCrear (Halcrow, MUDFA) [Edinburgh]*

*Chris Reid (Halcrow, MUDFA) [Edinburgh]*

*Tony Bishop - Interface Management*

*Malcolm Curry - System Integration*

*Tony Goodyear*

**Engineering Section Heads**

*Track - Tony Joy*

*Structures - Colin Walker (Halcrow) and Paul McQuade (PB)*

*Roads - M Bisset and Jim Guild*

*Depot & Trainslops - Ian Brown*

*SCC - John Christoffersen*

*Traffic Modelling - Warren Murphy*

*System Safety - Angus Park*

*OLE - Farhad Janani*

*Traction power etc - Dave Pennington*

*Stray current etc - Les Brunton*

*MUDFA - David Pluse*

## APPENDIX PART 6

### Third Party Agreements

#### AGREEMENTS TO BE CONCLUDED

**1. Plot 108 - SRU - to be concl.**

- 1.1 Draft Minute of Agreement between The City of Edinburgh Council and Scottish Rugby Union plc.
- 1.2 Letter to Faber Maunsell from Carl Bro dated 19 December 2005.

**2. Stanley Casinos - to be concluded**

- 2.1 Draft Minute of Agreement between The City of Edinburgh Council and Stanley Casinos Limited.

#### ETLI AGREEMENTS

**3. ADM Milling - Chancelot Mill at Western Harbour**

- 3.1 Minute of Agreement between The City of Edinburgh Council and ADM Milling Limited dated 23 January 2006.
- 3.2 Associated Documents - objection letter, plan and draft Agreement.

**4. BAE System - Selex - Crewe Toll to Drylaw**

- 4.1 Minute of Agreement between The City of Edinburgh Council and Selex Sensors and Airborne Systems Limited dated 20 and 25 January 2006.
- 4.2 Associated Documents - objection letter, plans, draft Agreement.

**5. Crown Estate Commissioners - Lower Granton Rd**

5.1 Associated Documentation:

Letter to Alan Menzies, Crown Estate Solicitor, dated 26 March 2004.

Internal emails dated 19 April, 21 and 22 May 2007.

Objection letter.

**6. Forth Ports - Constitution St to Granton Harbour**

- 6.1 Minute of Agreement between The City of Edinburgh Council and Forth Ports PLC dated 15 February 2006.
- 6.2 Associated Documents: Objection Letter, Plans, Code of Construction Practice, draft Agreements.

**7. Holyrood-Elphinstone Group - Granton Harbour**

- 7.1 Minute of Agreement between The City of Edinburgh Council and Holyrood Services Limited dated 17 December 2004.
- 7.2 Associated Documents: Objection Letter, Plan, unsigned agreement.

**8. Ocean Terminal - Ocean Dr**

- 8.1 Minute of Agreement between The City of Edinburgh Council and Ocean Terminal Limited dated 10 and 15 February 2006.
- 8.2 Associated Documents: Objection Letter, Plan, draft agreement, CoCP.

**9. Port Greenwich - Secondsite Agreement - West Granton Road**

- 9.1 Minute of Agreement between The City of Edinburgh Council, National Grid Property Holdings Limited, Port Greenwich Limited and WM Morrison Supermarkets Plc, dated 28 February 2006 (not fully executed).

**10. Royal Yacht Britannia - Ocean Terminal**

- 10.1 Minute of Agreement between The City of Edinburgh Council and The Royal Yacht Britannia Trust dated 14 and 23 February 2006.
- 10.2 Associated Documents: Objection Letter, Plan, draft agreement, CoCP.

**ETL 1 + 2 AGREEMENTS**

**11. Caledonian Ale House - Haymarket**

- 11.1 Grant offer to the City of Edinburgh Council for Purchase of The Caledonian Ale House and 27 Roseburn Street dated 26 October 2005.

11.2 Schedule of Condition referred to in the lease between The City of Edinburgh Council and David Elliot.

11.3 Associated Documents: unsigned lease, 2 objection letters , withdrawal letter, completion statement, valuation report.

**12. CGM Edinburgh Ltd - Haymarket**

12.1 Minute of Agreement between The City of Edinburgh Council and CGM (Edinburgh) Limited with the Consent of the Governor and Company of the Bank of Scotland dated 13 May 2005, 16 May 2005 and 19 May 2005.

12.2 Associated Documents: 2 objection letters, plans 1, 2 and 3A.

**13. The Institute of Chartered Accountants Scotland**

13.1 Minute of Agreement between The City of Edinburgh Council and The Institute of Chartered Accountants for Scotland dated 27 September 2006 and 23 October 2006. (ETL1)

13.2 Minute of Agreement between The City of Edinburgh Council and The Institute of Chartered Accountants for Scotland dated 27 September 2006 and 23 October 2006. (ETL2)

13.3 Associated Documents: assurance letter from tie to ICAS dated 11 October 2005, 4 draft agreements (Line 1), 2 draft agreements (Line 2), 6 correspondence letters, 3 objection letters.

**14. Kenmore Capital Edinburgh Limited**

14.1 Minute of Agreement between The City of Edinburgh Council and Kenmore Capital Edinburgh Limited with the consent of The Governor and Company of the Bank of Scotland unsigned.

14.2 Associated Documents: objection letter, 2 plans, unsigned agreement.

**15. Land Securities Trillium**

15.1 Minute of Agreement between The City of Edinburgh Council and Trillium (Prime) Property GP Limited and Land Securities Trillium dated 2 September 2005 and 14

September 2005 and registered in the Books of Council and Session on 19 September 2005.

15.2 Associated Documents: route plan, title plan, objection letter, unsigned agreement.

**16. Norwich Union Life and Pensions**

16.1 Minute of Agreement between The City of Edinburgh Council and Norwich Union Life and Pensions Limited, National Car Parks Limited and George Watt Limited dated 3 May 2007 and 23 May 2007.

16.2 Closure letter and Associated Documents: 2 letters and 1 objection letter.

16.3 Position statement and Associated Documents: 2 withdrawal letters, position statement, objection letter, 3 letters.

**17. Trustees of the City Point Unit Trust**

17.1 Minute of Agreement between The City of Edinburgh Council and the Trustees of the City Point Unit Trust dated 10 May 2006.

**18. Verity Trustees Limited**

18.1 Minute of Agreement between The City of Edinburgh Council and the Verity Trustees Limited dated 28 October 2005 and 4 November 2005.

18.2 Associated Documents: email, 4 plans, 2 letters, objection letter, 2 notices of objection, 2 unsigned agreements.

**ETL 2 AGREEMENTS**

**19. BAA Edinburgh Airport**

19.1 Minute of Agreement between The City of Edinburgh Council and Edinburgh Airport Limited dated 14 September 2005.

19.2 Associated Documents: meeting note, airport masterplan, combined utilities plan, signed depot plan, signed terminal plan, signed plan, draft minute of agreement, signed agreement, 8 emails, 3 letters, 2 draft letters.

19.3 Licence between The City of Edinburgh Council and Edinburgh Airport Limited dated 28 January and 25 February 2008.

- 19.4 Agreement to Lease between The City of Edinburgh Council and Edinburgh Airport Limited dated 20 and 25 February 2008.
- 20. BRB Residuary**
- 20.1 Minute of Agreement between The City of Edinburgh Council and BRB (Residuary) Limited dated 31 January 2006 and 9 February 2006.
- 20.2 Associated Documents: objection letter (line 1), objection letter (line 2).
- 21. Clerical Medical Investment Group**
- 21.1 Minute of Agreement between The City of Edinburgh Council and the Clerical Medical Investment Group with the consent of Clerical Medical and General Life Assurance Society dated 2 June 2006 and 14 June 2006.
- 21.2 Associated Documents: objection letter, letter of closure.
- 22. FSH Nominees Limited**
- 22.1 Minute of Agreement between The City of Edinburgh Council and FSH Nominees Limited and FSH (Edinburgh) Services Limited and Frogmore Developments Limited and Salmon Harvester Properties Limited dated 25 November 2005 and 2 December 2005 and 6 December 2005.
- 22.2 Associated Documents: position statement, COCP, Unsigned agreement, plan, email, objection letter.
- 23. Marshall Food Group Limited (Grampian Country Foods)**
- 23.1 Minute of Agreement between the City of Edinburgh Council and Marshall Food Group Limited dated 14 and 23 September 2005.
- 23.2 Associated Documents: Recommendation letter, drawing, unsigned agreement, report, objection letter.
- 24. RJ and JB McLean**
- 24.1 Missives between The City of Edinburgh Council and Roderick James McLean and Julie Bremner McLean dated October 2005.
- 24.2 Associated Documents: Letter enclosing missives, drawing and objection letter.

**25. JPSE Limited (Jenners)**

- 25.1 Minute of Agreement between The City of Edinburgh Council and JPSE Limited dated 18 January 2006 and 27 January 2006.
- 25.2 Associated Documents: revised - unsigned agreement, plan, unsigned agreement, objection letter, unrevised - unsigned agreement, plan, signed drawing, signed agreement, signed agreement, objection letter.

**26. McDonalds Restaurant Limited**

- 26.1 Minute of Agreement between The City of Edinburgh Council and McDonalds Restaurant Limited dated 8 November 2005 and 18 January 2005.
- 26.2 Associated Documents: letter enclosing agreement, COCP, signed agreement, objection letter.

**27. Murrayfield Indoor Sports Club**

- 27.1 Minute of Agreement between The City of Edinburgh Council and George Russell, George Manson, John Small, the trustees of Murrayfield Indoor Sports Club dated 25 October 2005 and 2 November 2005.
- 27.2 Associated Documents: Drawing, unsigned agreement, objection letter.

**28. New Edinburgh Limited**

- 28.1 Minute of Agreement between The City of Edinburgh Council and Edinburgh Park (Management) Limited dated 7 October 2005 and 4 October 2005.
- 28.2 Associated Documents: Letter from The City of Edinburgh Council to New Edinburgh Limited dated 7 October 2005, plan 1 included within s75 agreement, plan 2 Revision L, Plan 5, 4 signed drawings, signed agreement.

**29. New Ingliston Limited**

- 29.1 Minute of Agreement between The City of Edinburgh Council and New Ingliston Limited and Highland Properties Limited dated 8 November 2005 and 9 November 2005.
- 29.2 Associated Documents: 3 letters, 1 withdrawal letter, 1 letter from planning committee, COCP, 3 plans, unsigned agreement, 2 objection letters, summary report.



**30. Trustees of Hanover Property Unit Trust**

30.1 Minute of Agreement between The City of Edinburgh Council and Trustees of Hanover Property Unit Trust and RBSI Custody Bank Limited and RBSI Trust Company Limited dated 12 October 2005 and 12 December 2005.

30.2 Associated Documents: drawing, 2 objection letters, report, unsigned agreement.

**31. The Royal Highland Agricultural Society of Scotland**

31.1 Minute of Agreement between The City of Edinburgh Council and The Royal Highland Agricultural Society of Scotland dated 8 November 2005 and 9 November 2005.

31.2 Associated Documents: 2 comfort letters, objection letter, unsigned agreement, withdrawal letter, plan.

**32. Safeway Morrisons - Gyle**

32.1 Agreement between The City of Edinburgh Council and Safeway Stores Limited and WM Morrison Supermarkets plc with the consent of Universities Superannuation Scheme Limited dated 13 November 2005, 24 November 2005 and 15 March 2005.

**33. Stakis Limited**

33.1 Minute of Agreement between The City of Edinburgh Council and Stakis Limited dated 13 September 2005 and 20 September 2005.

33.2 Associated Documents: signed agreement - position statement, 2 letters, signed pages of agreement, 3 signed plans. Unsigned agreement - objection letter, Note of telecom, copy of agreement.

**34. UGC Properties Limited**

34.1 Minute of Agreement between The City of Edinburgh Council and UGC Properties Limited and Unipart Automotive Limited dated 25 October 2005 and 21 November 2005.

34.2 Associated Documents: reminder letter, 2 objection letters, unsigned agreement, plan.

**35. Universities Superannuation Scheme**

35.1 Minute of Agreement between The City of Edinburgh Council and Universities Superannuation Scheme Limited with the consent of Safeway Stores Ltd and WM Morrison Supermarkets plc dated 15 November 2005 and 9 December 2005 and 23 December 2005.

35.2 Associated Documents: memorandum, objection letter, design manual, unsigned agreement, plan, COCP.

**36. West Craigs Ltd**

36.1 Minute of Agreement between The City of Edinburgh Council and Meadowfield Developments Limited dated 25 November 2005 and 28 November 2005.

36.2 Associated Documents: 2 letters, 1 objection letter, unsigned agreement, plan.

**ROUTE WIDE AGREEMENTS**

**37. Adshel**

37.1 Minute of Agreement between The City of Edinburgh Council and Adshel Limited dated 27 September 1996 and 15 October 1996.

37.2 Street Furniture Operating Lease between the City of Edinburgh Council and More Group UK Limited dated 3 August 1999 and 2 August 1999.

**38. British Transport Police**

38.1 Agreement letter between The City of Edinburgh Council and British Transport Police dated 11 November 2005.

38.2 Agreement letter between The City of Edinburgh Council and British Transport Police dated 11 November 2005.

- 38.3 Associated Documents: 2 objection letters.
- 39. BT**
- 39.1 Minute of Agreement between The City of Edinburgh Council and British Telecommunications Plc dated 7 February 2006 and 25 January 2006.
- 39.2 Associated Documents: documental transmittal register.
- 40. Cable and Wireless**
- 40.1 Minute of Agreement between The City of Edinburgh Council and Cable and Wireless UK dated 5 October 2006.
- 41. Easynet**
- 41.1 Minute of Agreement between The City of Edinburgh Council and Easynet Telecommunications Limited dated 1 December 2006 and 28 November 2005.
- 42. Historic Scotland**
- 42.1 Associated Documents: 2 letters, 2 objection letters, protocol.
- 43. Network Rail**
- 43.1 Minute of Agreement between tie Limited and The City of Edinburgh Council and Network Rail Infrastructure Limited dated 17 June 2005 and 21 June 2005.
- 43.2 Asset Protection Agreement between tie Limited and The City of Edinburgh Council and Network Rail Infrastructure Limited dated 13 and 14 March 2008.
- 43.3 Associated Documents: 2 objection letters.
- 44. NTL Group Limited**
- 44.1 Minute of Agreement between tie and The City of Edinburgh Council and NTL Group Limited and NTL National Networks Limited dated 17 October 2005 and 18 October 2005 and 10 October 2005.
- 44.2 Associated Documents: objection letter.

**45. Royal Mail**

45.1 Minute of Agreement between The City of Edinburgh Council and Royal Mail Group Plc and Post Office Limited dated 2 March 2006 and 8 February 2006.

45.2 Associated Documents: 2 letters, objection letter.

**46. First Scotrail**

46.1 Minute of Agreement between The City of Edinburgh Council and tie Limited and The City of Edinburgh Council and First Scotrail Limited dated 1 November 2005 and 27 October 2005.

46.2 Associated Documents: proposal, 4 letters, 2 objection letters.

**47. Scottish Water**

47.1 Minute of Agreement between tie Limited and The City of Edinburgh Council and Scottish Water dated 20 June, 23 June and 3 August 2005.

47.2 Associated Documents: 2 objection letters, 1 letter.

**48. Thus PLC**

48.1 Minute of Agreement between tie Limited and The City of Edinburgh Council and Thus Plc dated 7 December 2005 and 1 December 2005.

**49. Transco PLC**

49.1 Minute of Agreement between tie Limited and The City of Edinburgh Council and Transco Plc and Scottish Gas Networks Limited.

49.2 Side letter dated 7 December 2005.

49.3 Associated Document: 4 objection letters and 1 letter

**SECTION 75 AGREEMENTS**

**50. CAPITAL CITY HOMES - OUT WITH LoD**

50.1 Letter enclosing Minute of Agreement between The City of Edinburgh Council and Capital City Homes dated 5 January 2006 and 9 January 2006.

50.2 Letter enclosing Minute of Agreement between The City of Edinburgh Council and Capital City Homes dated 20 January 2006 and 26 January 2006.

50.3 Letter enclosing Minute of Agreement between The City of Edinburgh Council and Capital City Homes dated 7 November 2006 and 11 November 2006.

**51. CLYDESIDE INVESTMENT PROPERTIES**

51.1 Letter enclosing Minute of Agreement between The City of Edinburgh Council and Clydeside Investment Properties dated 14 November 2005 and 23 November 2005.

**52. FORTH PORTS - Granton Harbour**

52.1 Minute of Agreement between The City of Edinburgh Council and Forth Ports Plc dated 19 June 2003 and 20 June 2003.

52.2 Minute of Agreement between The City of Edinburgh Council and Forth Ports Plc dated 28 June 2002

**53. NEL**

53.1 Letter enclosing Minute of Agreement between The City of Edinburgh Council and New Edinburgh Limited and tie Ltd and The Edinburgh Branded Hotel and Leisure LLP with the consent of The Governor and Company of The Bank of Scotland dated 17, 19, 23, 13 August 2005 and 1 and 8 September 2005.

53.2 Letter enclosing Minute of Agreement between The City of Edinburgh Council and New Edinburgh Limited with the consent of The Governor and company of the Bank of Scotland dated 5 December 2006 and 9 January 2006.

**54. RBS - GOGAR**

54.1 Minute of Agreement between The City of Edinburgh Council and The Royal Bank of Scotland Plc dated 6 November 2002 and 8 November 2002.

54.2 Associated Documents: 5 photos, 9 emails, meeting note, GI Survey Report 1, GI Survey Report 2, GI Survey Report 3, GI Survey Report 4, GI Survey Report 5, Gogarburn Tram Stop Cost Excel 1, Gogarburn Tramstop Costs version 2, draft minute of amendment, RBS-CEC meeting agenda, RBS meeting note, 2 letters to I Turnball, 1 draft letter, 4 plans.

**55. SECONDSITE - PORT GREENWICH**

- 55.1 Minute of Agreement between The City of Edinburgh Council Limited and Port Greenwich Limited dated 28 February 2006.
- 55.2 Associated Documents: 2 objection letters, 2 accompanying drawings, letter to accompany minute of agreement, s75 agreement.

**56. SKILLS EXPRESS - OUTWITH LoD**

- 56.1 Letter enclosing Minute of Agreement between The City of Edinburgh Council and Skill Express Limited dated 27 April 2005 and 3 May 2005.

**57. TUSCAN DAWN - OUTWITH LoD**

- 57.1 Letter enclosing Minute of Agreement between The City of Edinburgh Council and Tuscan Dawn Limited dated 29 September 2005 and 3 October 2005.

**FURTHER AGREEMENTS**

**58. Marks & Spencer Plc**

- 58.1 Minute of Agreement is in draft form and is not available - terms match the Safeway Stores and WM Morrisons Agreement. Relevant obligations have been flowed down to Schedule 13.

**59. Edinburgh and Lothian Badgers Group**

- 59.1 Letter to Patricia Alderson, Edinburgh and Lothian Badgers Group dated 18 November 2005 (ETL 1).
- 59.2 Letter to Patricia Alderson, Edinburgh and Lothian Badgers Group dated 7 November 2005 (ETL 2).

A. CLOSURES

<b>ETL 1</b>
<p><b>58. CALA MANAGEMENT - CONSTITUTION ST.</b></p> <p>Letter to Kevin Whitaker, Cala Management from tie, dated 7 September 2005.</p> <p>Letter to Jane Sutherland, PBU from Ledingham Chalmers regarding CALA Management Limited dated 8 September 2005.</p>
<p><b>59. DEWAR, R - NEW ORCHARDFIELD</b></p> <p>Letter to Robert Dewar from tie dated 3 November 2006.</p>
<p><b>60. S. FRAME - TELFORD DR.</b></p> <p>Letter to Simon Frame from tie dated 19 March 2007.</p>
<p><b>61. NORMAN, DOWNIE &amp; KERR - CONSTITUTION ST.</b></p> <p>Letter to Jack Kerr, from tie dated 14 September 2005.</p>
<p><b>62. J. PEARSON, OCEAN DRIVE</b></p> <p>Letter to Ewan Kennedy, from tie, dated 25 August 2005 enclosing letter to J. Pearson, from tie, dated 19 August 2005.</p> <p>Letter to Ms. J.H. Pearson from tie, dated 17 March 2005</p> <p>Letter to Judith Pearson from tie, dated 21 February 2006.</p> <p>Draft Minute of Agreement, dated 17 May 2005</p>
<p><b>63. M. SCOTT, OCEAN DRIVE</b></p> <p>Letter to Mr. Scott from tie dated 2 February 2007.</p>
<b>ETL 1 + 2</b>
<p><b>64. SCOTTISH ENTERPRISE - HAYMARKET</b></p> <p>Letter to Kirsty Ramsay from tie dated 15 February 2007</p>

<p><b>65. VERISCOLOUR - CLIFFORD TERRACE</b></p> <p>Letter to Bonar Mackenzie dated 14 September 2005</p>
<p><b>ETL 2</b></p>
<p><b>66. COLLINSON CERAMICS</b></p> <p>Letter of Closure from tie Limited to Collinson Ceramics dated 19 October 2005.</p>
<p><b>67. CUSTOM PROJECTS LIMITED - ROSEBURN STREET</b></p> <p>Draft Minute of Agreement between The City of Edinburgh Council and Customs Projects Limited.</p>
<p><b>68. FRANK EARLEY (PROLAMINATES)</b></p> <p>Correspondence with Frank Earley dated 5 April 2007.</p>
<p><b>69. GRAY'S MILL COACHWORKS</b></p> <p>Draft Minute of Agreement between The City of Edinburgh Council and Gray's Mill Coachworks.</p>
<p><b>70. D. KAUR</b></p> <p>Letters to Davidson Chalmers LLP regarding Dalwinder Kaur dated 21 October and 18 November 2005.</p>
<p><b>71. MRM COACHWORKS</b></p> <p>Letter of Closure to Mr. James Gibb from tie dated September 2005</p>
<p><b>72. NATIONAL CAR PARKS</b></p> <p>Letter of Closure to Mr. Sutherland from tie dated 14 November 2005</p> <p>Draft Minute of Agreement between The City of Edinburgh Council, Norwich Union Life and Pensions Limited, National Car Parks Limited and George Watt Limited.</p>



<p><b>73. NATS LIMITED</b></p> <p>Email from Kate Shudall to Elaine Cropley dated 22 January 2007.</p>
<p><b>74. NCR VANGUARD</b></p> <p>Letter of Closure from tie Limited to Vanguard Rental (UK) Limited dated 11 October 2005.</p>
<p><b>75. NULAP</b></p> <p>Letter to NULAP from tie dated 23 September 2005.</p>
<p><b>76. PD LABELS</b></p> <p>Letter to PD Labels from tie date 16 September 2005</p> <p>Draft Minute of Agreement between The City of Edinburgh Council and PD Labels.</p>
<p><b>77. TNT EXPRESS</b></p> <p>Letter to AD Pratt regarding TNT Express Services UK and Ireland dated 10 January 2007.</p>
<p><b>78. VIKING INTERNATIONAL (T/A STEPGRAD MOTOR ACCESSORIES LIMITED)</b></p> <p>Letter of Closure from tie Limited to Fairhurst Estates Limited in relation to Viking International dated 11 October 2005.</p>

**B. COMFORTS AND ASSURANCES**

<p><b>CLG ASSURANCES</b></p>
<p>Please see separate tie summary of CLG Commitments (version 2) dated 24 August 2007 (contained on CD).</p>
<p><b>1. BAIRD DRIVE CLG</b></p>
<p><b>2. CRAIGLEITH CLG</b></p>
<p><b>3. DRYLAW TELFORD RESIDENTS</b></p>
<p><b>4. ELBG - BADGER GROUP</b></p>

5.	<b>FRUWCA - ROSEBURN CORRIDOR</b>
6.	<b>GARSCUBE TERRACE RESIDENTS</b>
7.	<b>GROATHILL AVENUE RESIDENTS</b>
8.	<b>LEITH BLG</b>
9.	<b>LEITH CLG</b>
10.	<b>LOWER GRANTON ROAD CLG</b>
11.	<b>RATHO STATION CLG</b>
12.	<b>ROSEBURN BLG</b>
13.	<b>ROSEBURN CORRIDOR PUBLIC NOTICE (in relation to environmental mitigation)</b>
14.	<b>TRINITY STARBANK CLG</b>
15.	<b>WEST END CLG</b>
<b>ETL 1</b>	
79.	<b>ABERCASTLE HOLDINGS - TOWER PLACE</b>  Letter to Mrs Dewar, Burness, in relation to Abercastle Holdings, from tie dated 5 November 2007.
80.	<b>ALEXANDER LATTO</b>  Letter to Derek Latto from tie dated 2 September 2005.
81.	<b>G BARKER</b>  Letter to G Barker dated 11 October 2005.
82.	<b>BAXTERS</b>  Letter to Mr McLuckie (Baxters Foodservice Ltd) dated 5 November 2007.
83.	<b>BHS</b>

Letter to Biggart Baillie Solicitors regarding BHS Ltd. dated 21 May 2007.
<b>84. A BOURNE</b>  Letter to Alison Bourne dated 13 January 2005.
<b>85. MR &amp; MRS CAMPBELL</b>  Letter to Mr Ken Robertson dated 5 November 2007.
<b>86. J CAMPBELTON</b>  Letter to John Campbelton regarding Plot 30 - Tower Street dated 20 December 2006.
<b>87. CARDPOINT</b>  Letter to Sharon Riley (Cardpoint) dated 5 November 2007.
<b>88. CAVERSHAM TRADING</b>  Letter to Gillespie MacAndrew WS LLP regarding Caversham Trading Limited dated 10 January 2007.
<b>89. CEC (THOMSON G)</b>  Email to Clare Norman and George Duke regarding CEC buildings on Smith Place dated 21 December 2006.
<b>90. MR AND MRS CLARKE</b>  Letter to MR M and Ms D Clarke dated 22 April 2005.
<b>91. CONELL - GUARINO</b>  Letter to Ms Irene Connel-Guarino regarding Plot 30-Tower Street dated 4 January 2007.
<b>92. MS C CONNOR</b>  Email from Elaine Croyley in relation to Caryn Connor dated 25 October 2007, attaching email from Pauline Goldie to Caryn Connor dated 24 October 2007.
<b>93. MR AND MRS CRASKE</b>

	Letter to John and Alison Craske dated 24 March 2005.
<b>94. A DEAN</b>	Letter to Anthony White and Ann Dean dated 24 March 2005.
<b>95. DEBENHAMS</b>	Letter to Biggart Baillie Solicitors regarding Debenhams Plc dated 21 May 2007.
<b>96. MR DEGG</b>	Email to Mr Degg regarding Ocean Drive dated 21 December 2006.
<b>97. MR DONAGHUE</b>	Letter to Mr D Donaghue dated 24 March 2005 and letter to Mr D Donaghue dated 22 April 2005.
<b>98. F DOUGLAS</b>	Letter to Fiona Douglas regarding Plot 30 - Tower Street dated 11 December 2006.
<b>99. KJ DREW</b>	Letter to Ms Kristian Jayne Drew dated 5 November 2007.
<b>100 R DRYSDALE</b>	Letter to Mr R Drysdale dated 24 March 2005.
<b>101 G DUFF</b>	Email to Graham Duff dated 20 April 2005.
<b>102 G&amp;A DUNCAN</b>	Letter to George & Audrey Aileen Duncan dated 21 December 2006.
<b>103 EDINBURGH MASONIC CLUB</b>	Letter to Walter Sneddon dated 27 January 2005.

<b>104 MS L FLEMING</b>
Email from Elaine Cropley dated 25 October 2007, attaching email from Alasdair Sim to Laura Fleming dated 24 October 2007.
<b>105 MRS MEM FORREST</b>
Letter to Mrs Forrest dated 22 April 2005.
<b>106 C FOSTER</b>
Letter to Christopher Foster dated 3 November 2006.
<b>107 GARLANDS</b>
Letter to Gillian Nicoll of Garlands Florists dated 10 July 2007.
<b>108 S GAYNOR - TOWER STREET</b>
Email to Sheila Gaynor dated 21 December 2006.
<b>109 F GERMI - ELM ROW</b>
Letter to Francesco Germi dated 17 March 2005.
<b>110 MR GHULAM</b>
Note of meeting between Andy Dixon, Bob Clarke and Mr Ghulam dated 14 November 2006.
<b>111 G GILBERT - OCEAN DR</b>
Letter to Gary Gilbert dated 19 February 2004.
<b>112 AM GILLON</b>
Letter to Anne Marie Gillon dated 11 December 2006.
<b>113 L HAGGERTY &amp; L HILL</b>
Draft Letter to Ms L Haggerty and Ms L Hill dated 17 March 2005.

<p><b>114. MR HANNAN AND SPENCE</b></p> <p>Draft Letter to Ms Spence and Mr Hannan dated 22 April 2005.</p>
<p><b>115. M HETHERINGTON - TOWER STREET</b></p> <p>Letter to Leslie Wolfson &amp; Co regarding Murray Hetherington dated 10 January 2007.</p>
<p><b>116. MR AND MRS HUDSON</b></p> <p>Draft Letter to Lorna and Nick Hudson dated 11 April 2005.</p>
<p><b>117. E. INNES - CONSTITUTION STREET</b></p> <p>Draft Letter to Eric Innes dated 17 March 2005, issued by email on 11 April 2005.</p>
<p><b>118. IRISH LIFE ASSURANCE</b></p> <p>Email to Caroline Hood regarding Ocean Point dated 21 December 2006.</p>
<p><b>119. MR AND MRS JOY</b></p> <p>Letter to Mr and Mrs Joy dated 3 March 2006.</p>
<p><b>120. MR AND MRS KANE - LEITH WALK</b></p> <p>Letter to Mrs Kane dated 10 July 2007</p>
<p><b>121. R KEEN</b></p> <p>Letters to Ms Rachel Keen dated 17 March 2005, 15 January 2007 and 29 January 2007.</p>
<p><b>122. MR AND MRS LAIRD - OCEAN WAY</b></p> <p>Notes of Meeting between Andy Dixon, Bob Clarke and Mr &amp; Mrs Laird dated 14 February 2007.</p>
<p><b>123. PROF LANG - OCEAN DRIVE</b></p> <p>Letter to Professor Margaret Lang dated 21 December 2006.</p>

<p><b>124. LOTHIAN HEALTHCARE - LEITH WALK</b></p> <p>Letter to Murray Duncanson, Chief Executive, Lothian Primary Care NHS Trust dated 20 March 2006.</p>
<p><b>125. F&amp;G LOW - OCEAN DRIVE</b></p> <p>Letter to Georgia Low dated 19 February 2004 and acknowledgement from Fergus Low dated 11 March 2004.</p>
<p><b>126. MAD JACKS BACK - ELM ROW</b></p> <p>Letter to Kate Mackenzie dated 9 July 2007.</p>
<p><b>127. L MARSH - CONSTITUTION STREET</b></p> <p>Letter to Lynne Marsh regarding Plot 30 - Tower Street dated 11 December 2006, and email dated 11 December 2006.</p>
<p><b>128. MR MCKEOWN - COLTBRIDGE AVENUE</b></p> <p>Email to Brian McKeown dated 2 November 2006.</p>
<p><b>129. C MCLEOD - CRAIGLEITH ROAD</b></p> <p>Email to Steve Mitchell regarding Carolyn McLeod dated 12 August 2005.</p>
<p><b>130. L MCNAUGHT - CONSTITUTION STREET</b></p> <p>Letter to Mrs Lee-Anne McNaught dated 18 October 2005.</p>
<p><b>131. H &amp; O MILNE</b></p> <p>Letter to Odell Milne regarding Wester Coates Terrace dated 5 December 2006.</p> <p>Letter from Odell Milne dated 22 May 2007.</p>
<p><b>132. MR MINTO</b></p> <p>Minute of Meeting regarding Mr Minto dated 26 March 2004.</p>

<p><b>133. MR &amp; MRS MURPHY</b></p> <p>Letter to Ms Jill Murphy dated 27 July 2005.</p> <p>Letter to Adams Lawyers and Estate Agents dated 1 November 2005.</p> <p>Letter from tie Limited to Mr and Mrs Murphy dated 22 December 2005.</p>
<p><b>134. D O'CARROLL</b></p> <p>Letter to Derek O'Carroll dated 17 March 2005.</p>
<p><b>135. MR &amp; MRS PARNELL</b></p> <p>Draft letter to Karen Hamilton regarding Andrew &amp; Birgitta Parnell.</p>
<p><b>136. MS PEIFFER - TOWER STREET</b></p> <p>Letter to Doreen Peiffer regarding Plot 30 - Tower Street dated 8 January 2007.</p>
<p><b>137. MR PENDER</b></p> <p>Email to Martin Pender dated 15 March 2005.</p>
<p><b>138. POLICE BOX COFFEE BARS</b></p> <p>Letters to Gordon Coutts Thomson dated 20 January 2005 and various "chasers".</p>
<p><b>139. A PRITCHARD</b></p> <p>Email to Mr Pritchard, undated.</p>
<p><b>140. F RENNIE</b></p> <p>Letter to Mrs F Rennie regarding Plot 30 - Tower Street dated 11 December 2006.</p>
<p><b>141. C ROONEY</b></p> <p>Letter to Ms C Rooney dated 24 March 2005.</p>
<p><b>142. N SANTER</b></p> <p>Email to Nicki Santer dated 18 October 2007.</p>



<p><b>143. S SCOTLAND</b></p> <p>Letter to Miss Samantha Scotland regarding Plot 30 - Tower Street dated 22 January 2007.</p>
<p><b>144. M SCOTT - OCEAN DRIVE</b></p> <p>Letter to Marshall Scott regarding Ocean Drive dated 4 January 2007.</p>
<p><b>145. SCOTTISH NATURAL HERITAGE</b></p> <p>Letter to Jane Sutherland regarding Scottish Natural Heritage dated 26 August 2005 and letter to Iain Rennick, Scottish Natural Heritage, dated 26 August 2005.</p>
<p><b>146. N SHEEHAN - TOWER STREET</b></p> <p>Letter to Natalie Sheehan regarding Plot 20 - 4/6 Constitution Street dated 4 February 2004.</p>
<p><b>147. I SHIRLEY - TIMBER BUSH</b></p> <p>Letter to Ian Shirley dated 19 June 2006.</p>
<p><b>148. MRS SMITH - RENNIE'S ISLE</b></p> <p>Letter to Mrs Smith dated 5 November 2007.</p>
<p><b>149. C SPROTT - TOWER PLACE</b></p> <p>Letter to Ms Sprott dated 20 February 2007.</p>
<p><b>150. N STANSFIELD</b></p> <p>Letter to Nick Stansfield dated 10 July 2007.</p>
<p><b>151. P TOSH</b></p> <p>Letter to Pamela Tosh and Neil Willett dated 22 April 2005.</p>
<p><b>152. TRADITIONAL BARBERS - LEITH WALK</b></p> <p>Letter to Janet Dunbar regarding Traditional Barbers dated 9 July 2007.</p>

<p><b>153. WEL - WEST HARBOUR ROAD</b></p> <p>Letter to Colin MacKenzie from Waterfront Edinburgh Limited dated 3 January 2007.</p>
<p><b>154. JB WILKEN</b></p> <p>Letter to JB Wilken dated 22 April 2005.</p>
<p><b>155. B WILLIAMS - TOWER STREET</b></p> <p>Letter to Gordon D Hamilton regarding Mrs B Williams, Plot 30 - Tower Street dated 22 January 2007.</p>
<p><b>156. YES INDEED</b></p> <p>Letter to Mr David Levy of Yes Indeed t/a Dead Sea Spa dated 5 November 2007.</p>
<p><b>ETL 1 + 2</b></p>
<p><b>157. CLOWES DEVELOPMENTS - COATES CRESCENT</b></p> <p>Letter to Ms Alison Welsh regarding Clowes Development (Scotland) Ltd. dated 18 December 2006.</p>
<p><b>158. MR CULLEN - BALBIRNIE PLACE</b></p> <p>Email to Elaine Cropley regarding telephone call between Geoff Duke and Mr Cullen dated 12 December 2006.</p>
<p><b>159. M DUTHIE - ROSEBURN MALTINGS</b></p> <p>Letter to Margaret Duthie dated 21 June 2005.</p>
<p><b>160. EURO - HOSTELS - PRINCES STREET</b></p> <p>Email to Ian Curry regarding Euro-Hostels dated 9 December 2005.</p>
<p><b>161. A HARKNESS - ATHOLL PLACE</b></p> <p>Letter to Alistair Harkness dated 17 March 2005.</p>

<p><b>162. HAYMARKET YARDS LTD</b></p> <p>See Minute of Agreement dated 27 October 2005.</p>
<p><b>163. HODKINSON &amp; MITCHELL - ROSEBURN MALTINGS</b></p> <p>Letter to Darren Hodkinson and Jacqueline Mitchell dated 16 September 2005 and email to Darren Hodkinson dated 26 July 2006.</p>
<p><b>164. I MUNRO - BALBIRNIE PLACE</b></p> <p>Email to Mr Munro dated 12 July 2005.</p>
<p><b>165. NEW LOOK RETAILERS</b></p> <p>Letter to Biggart Baillie Solicitors regarding New Look Retailers Ltd dated 21 May 2007 and email to Anna Veal, New Look dated 22 January 2007.</p>
<p><b>166. H REYNOLDS - BALBIRNIE PLACE</b></p> <p>Letter to Miss H. T. Reynolds dated 30 May 2005.</p>
<p><b>167. J ROBERTSON - BALBIRNIE PLACE</b></p> <p>Letter to Jane Robertson dated 25 July 2005.</p>
<p><b>168. L SMITH - ROSEBURN MALTINGS</b></p> <p>Letter to Lynsey Smith dated 18 October 2005.</p>
<p><b>169. STARBUCKS</b></p> <p>Letter to Biggart Baillie Solicitors regarding Starbucks Cooffee Company Ltd dated 21 May 2007.</p>
<p><b>170. C SYME - BALBIRNIE PLACE</b></p> <p>Letter to Christian Syme dated 7 April 2005.</p>

**ETL 2****171. E BALL**

Letter to Mrs E. J. Ball dated 30 May 2005.

**172. D BREWSTER**

Letter to Mr D Brewster dated 15 October 2003.

**173. CHRIS HOLMES CABINET MAKERS**

Letter to Chris Holmes dated 3 November 2005 attaching Schedule of Undertakings.

Meeting between Chris Holmes, Julie Logan and Richard Walker dated 21 September 2005.

**174. DAVID FLATMAN LTD**

Note of telephone call from Lizzie Flatman dated 3 November 2006.

**175. A HAMILTON**

Letter to Mr Hamilton and Ms Sansom dated 17 August 2004 and various.

**176. L. McTIGHE**

Notes of meeting between Geoff Duke, Cliff Hutt, Alasdair Sim and Libby McTighe dated 26 May 2004.

**177. ROSEBURN GARAGE**

Letter to Mr Khalil, Roseburn Motors, dated 21 October 2005 and letter dated 30 September 2005.

**178. MR AND MRS SEATH**

Emails between various in March 2005 in relation to badgers at Gogar Castle.

Email from Caroline Stornie to David Milne in relation to Mr and Mrs Seath dated 23 May 2007.

<p><b>179. SERVISAIR</b></p> <p>Letter to Jim Shapton, Servisair (UK) Ltd, dated 16 November 2005 enclosing Schedule of Undertakings.</p> <p>Preceding correspondence.</p>
<p><b>180. STAPLES UK RETAIL LTD PLOT</b></p> <p>Letter to Richard Smalley dated 21 December 2006.</p>
<p><b>181. J STEVENSON</b></p> <p>Letter to Jeffrey Stevenson dated 23 June 2005.</p>
<p><b>182. THAMES RICO - NEWBRIDGE SERVICE STATION</b></p> <p>Letter to Sarah MacLeod re Thames Rico, dated 21 April 2006 enclosing letter of comfort and draft Side Agreement.</p>
<p><b>183. P TORRENT</b></p> <p>Email to Peter Torrent dated 21 December 2006.</p>
<p><b>184. K WILSON</b></p> <p>Letters to K Wilson dated 3 August 2005, 30 March 2005 and 11 October 2005.</p>

**C. LICENCES**

<p><b>185. EAL</b></p> <p>Licence between CEC and Edinburgh Airport Limited (undated version)</p>
<p><b>186. FORTH PORTS</b></p> <p>Licence to Occupy by Forth Ports plc in favour of CEC, dated 29 March 2007.</p> <p>Letter from D &amp; W to tie dated 3 April 2007 enclosing Forth Ports Licence.</p>
<p><b>187. NIL</b></p>

Licence to Occupy by New Ingliston Limited in favour of CEC, dated 21 June 2007 and 22 June 2007.

**188. WEST CRAIGS**

Licence to Occupy by West Craigs Limited in favour of CEC, dated 25 June 2007 and 3 July 2007.

**D. UNDERTAKINGS**

**ETL 1**

**189. A BOURNE**

Letter to Mrs A Bourne dated 30 May 2005.

Letter to "Resident" dated 16 December 2004.

Letter to Mrs Bourne dated 13 January 2005.

**190. M CLARKE**

Letter to Mark Clarke dated 21 February 2006.

**191. P CRAIK**

Letter to Patricia Craik dated 29 June 2005.

Letter to P Craik dated 12 January 2005

**192. D HARTE - CONSTITUTION STREET**

Email to Deirdre Harte dated 18 July 2006.

**193. J MURPHY**

Letter to Mr and Mrs Murphy dated 22 December 2005.

**194. J PEARSON**

Letter to Judith Pearson dated 21 February 2006.

<p><b>195. POLICE BOX COFFEE BARS - PICARDY PLACE</b></p> <p>Letter to Gordon Coutts Thomson dated 20 January 2005 and various "chaser" letters.</p>
<p><b>196. WCTAG - WESTER COATES</b></p> <p>Letters to Odell Milne dated 21 February 2006.</p>
<p><b>197. WESTERN GENERAL HOSPITAL</b></p> <p>Letter to Professor James Barbour OBE, NHS Lothian, dated 6 February 2006.</p>
<p><b>ETL 2</b></p>
<p><b>198. BEAUCHAMP INVESTMENTS - RUSSELL ROAD</b></p> <p>Letter to Tim Mallett dated 11 August 2005.</p> <p>Letter to John Lee, ASO Property Services (UK) Ltd, dated 2 May 2007.</p> <p>Letter to Joanne Plant, Farningham McCreadie Partnership re Royal Mail Sorting Office, dated 2 May 2007.</p> <p>Emails between D &amp; W and tie and tie and David Marwick.</p>
<p><b>199. EDINBURGH LEISURE - CARRICK KNOWE GOLF COURSE</b></p> <p>Email to Alasdair Dunlop dated 15 January 2007.</p>
<p><b>200. REDPATH MCLEAN - RUSSELL ROAD</b></p> <p>Email in relation to call with Keith McLean dated 23 March 2007.</p>

**APPENDIX PART 7**

**Part A - Letter of Instruction dated 5 May 2008**

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CPH/CPH/310299/15/19049225.2

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**APPENDIX PART 7**

**Part B - SDS Provider's Report on Employer's Requirements dated 18 April 2008**

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CPH/CPH/310299/15/19049225.2

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**APPENDIX PART 7**

**Part C - SDS Provider's Report on Infracore Proposals dated 27 March 2008**

## APPENDIX PART 8

### SDS Hourly Rates

The table of rates for provisional additional work to be used for the pricing of changes to scope is as follows:-

Reference	Role	Hourly Rate
GD	Graduate Designer	£55.00
SD	Senior Designer	£78.00
PD	Principal Designer	£95.00
CT	CAD Technician	£38.00
ST	Senior CAD Technician	£49.00
TS	Technical Support	£38.00

**APPENDIX PART 9**

**LOD Register**

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CPH/CPH/310299/15/19049225.2

**Schedule of Works Outwith the LOD**

Section	Description	Reference	Source	Temporary or Permanent
1A	Footway along Lindsay Road adjoining Forth Ports area (to be confirmed)	CR253, ULE90130-01-HRL00001, 2	Roads	Permanent
1A	Lindsay Road - required for lowering of Roadway	CR253, ULE90130-01-HRL00001, 2	Roads	Permanent
1A	Lindsay Road Retaining Wall (revised as part of Forth Ports change - to be confirmed with detailed design)	CR253, ULE90130-01-HRL00001, 2	Structures	Permanent
1A	Realigned Ocean Drive and footpath / cycleway	CR253, ULE90130-01-HRL00002	Roads	Permanent
1A	Connection to Access Drive 1 (as part of Forth Ports change - to be confirmed with detailed design)	CR253, ULE90130-01-HRL00002	Roads	Permanent
1A	Connection to Access Drive 2 (as part of Forth Ports change - to be confirmed with detailed design)	CR253, ULE90130-01-HRL00002	Roads	Permanent
1A	Footpath along Scottish and Southern Substation	CR253, ULE90130-01-HRL00002	Roads	Permanent
1A	Realignment of Bus loop at Cruise Berth	CR253, ULE90130-01-HRL00002	Roads	Permanent
1A	Pavements along revised Ocean Drive (to be confirmed due to Forth Ports change)	CR252, 253 ULE90130-01-HRL00002, 3, 4	Roads	Permanent
1A	Ocean Drive 'bypass' road and associated elements, subject to instruction to proceed with layout agreement with Forth Ports / CEC	CR252, ULE90130-01-HRL00004	Roads	Permanent
1A	Rennies Isle Road markings, kerb line, paving	ULE90130-01-HRL00005	Roads	Permanent
1A	Tower Place Bridge - widen to include footpath (to be confirmed with detailed design)	CR 278, ULE90130-01-HRL00005	Structures	Permanent
1A	Tower Place Bridge - steps, ramp, ancillaries	ULE90130-01-HRL00005	Structures / Accommodation works	Permanent
1A	Stanley Casino Car Park - Road Markings, signage, kerbing, fencing, landscaping (to be finalised)	ULE90130-01-HRL00006, 7	Roads / Accommodation works	Permanent
1A	Pavements along Ocean Drive	ULE90130-01-TAL-00002 to 00006	Roads	Permanent
1A	Ocean Drive / Tower Place Paving	ULE90130-01-HRL00006	Roads	Permanent
1A	Casino Car Park	CR254, ULE90130-01-HRL00007	Roads	Permanent
1A	Constitution Street, Tower Street - Road surface / Markings, signal infrastructure, signage, kerbing	ULE90130-01-TAL-00006	Roads	Permanent
1A	Constitution Street, Baltic Street - Road Markings, signage	ULE90130-01-TAL-00007	Roads	Permanent
1A	Baltic Street - closure of the side street (remedial works, signing)	Comments from CEC walkthrough 31 July (A. Conway) / ULE90130-01-TAL-00007	Roads	Permanent
1A	Bernard Street - roadworks to tie into existing condition / CEC project.	CR259, ULE90130-01-HRL00007	Roads	Permanent / Temporary
1A	Constitution Street, Bernard Street- Road Markings, signage	ULE90130-01-HRL00007	Roads	Permanent
1A	Constitution Street, Mitchell Street - Road Markings, signage	ULE90130-01-HRL00007	Roads	Permanent
1A	Constitution Street, Maritime Lane - Road Markings, signage	ULE90130-01-HRL00007	Roads	Permanent
1A	Constitution Street, Queen Charlotte Street - Road Markings, signage	ULE90130-01-TAL-00008	Roads	Permanent
1A	Street Lighting Section 1A	ULE90130-01-TAL-00001, 00006 to 00009	Lighting	Permanent
1A	Constitution Street east side north of Queen Charlotte Street, opposite Bernard Street Tramstop - paving	ULE90130-01-HRL00008	Roads	Permanent
1A	Constitution Street, Coatfield Lane - paving	ULE90130-01-HRL00008	Roads	Permanent
1A	Constitution Street, Kirkgate - signage and paving	ULE90130-01-HRL00008	Roads	Permanent
1B	FOTW Junction - Road Markings, kerbing, signage	ULE90130-01-TAL-00010	Roads	Permanent
1B	Great Junction Street - Site clearnace, surfacing	ULE90130-01-HRL00010	Roads	Permanent
1B	Duke Street - Road surfacing	ULE90130-01-HRL00010	Roads	Permanent
1B	Leith Walk, Kirk Street - Road Surfacing	ULE90130-01-HRL00010	Roads	Permanent

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Section	Description	Reference	Source	Temporary or Permanent
1B	Basestation at James Street (Leith Walk area) to provide coverage in and around this area.	HB#40411	SCC	Permanent
1B	Leith Walk, Crown Place - Road Markings, signage	ULE90130-01-TAL-00010	Roads	Permanent
1B	Leith Walk, Casselbank Street - Road Markings, signage	ULE90130-01-TAL-00010	Roads	Permanent
1B	Leith Walk, Crown Street - Road Markings, signage	ULE90130-01-TAL-00010	Roads	Permanent
1B	Leith Walk, Jane Street - Road Markings, signage	ULE90130-01-TAL-00010	Roads	Permanent
1B	Leith Walk, Manderston Street - Road Markings, signage	ULE90130-01-TAL-00010	Roads	Permanent
1B	Leith Walk, Springfield Street - Road Markings, signage	ULE90130-01-TAL-00011	Roads	Permanent
1B	Leith Walk Depot - within LLAU		Substation	Permanent
1B	Leith Walk, Steads Place - Road markings	ULE90130-01-HRL00011	Roads	Permanent
1B	Leith Walk, Smiths Place - Road Markings, signage	ULE90130-01-TAL-00011	Roads	Permanent
1B	Leith Walk, Lorne Street - Road Markings, signage	ULE90130-01-TAL-00011	Roads	Permanent
1B	Leith Walk, Jameson Place - Road Markings, signage	ULE90130-01-HRL00012	Roads	Permanent
1B	Leith Walk, Balfour Street - Road Markings, signage	ULE90130-01-HRL00011	Roads	Permanent
1B	Leith Walk, Arthur Street - Road Markings, signage	ULE90130-01-TAL-00012	Roads	Permanent
1B	Leith Walk, Dalmaney Street - Road Markings, signage	ULE90130-01-HRL00013	Roads	Permanent
1B	Leith Walk, Iona Street - Road Markings, signage	ULE90130-01-TAL-00012	Roads	Permanent
1B	Leith Walk, Pilrig Street - Road Markings, signage	ULE90130-01-HRL00013	Roads	Permanent
1B	Leith Walk, McDonald Street - Road Markings, signage	ULE90130-01-TAL-00013	Roads	Permanent
1B	Leith Walk, Brunswick Street - Road Markings, signage	ULE90130-01-TAL-00013	Roads	Permanent
1B	Leith Walk, Gayfield Square - Road Markings, signage	ULE90130-01-TAL-00015	Roads	Permanent
1B	Street Lighting Section 1B	ULE90130-01-TAL-00010 , 00011 and 00013	Lighting	Permanent
1C	Annadale Street - Road Markings	ULE90130-01-HRL00016	Roads	Permanent
1C	London Road - Road Markings, signage	ULE90130-01-TAL-00015	Roads	Permanent
1C	Ancillary works for closure of Blenheim Place on London Road (to be confirmed)	ULE90130-01-TAL-00015	Roads	Permanent
1C	Union Place - road surfacing	ULE90130-01-HRL00016	Roads	Permanent
1C	interfacing with Central Monitoring Facility (CFM) to extend CCTV coverage to/from that location. This connection will be made from Cathedral Sub-station where it will then be transported via 3rd Party Service Provision such as BT.	HB#40411	SCC	Permanent
1C	Picardy Place - road surfacing	ULE90130-01-HRL00015, 16	Roads	Permanent
1C	Broughton Street - road markings	ULE90130-01-HRL00016	Roads	Permanent
1C	Cathedral Substation and associated ducting on Elder Street and Cathedral Lane	ULE90130-01-TAL-00016	Substation / Roads	Permanent
1C	Street lighting along York Place	ULE90130-01-TAL-00016 and 00017	Lighting	Permanent
1C	Queen Street - road markings	ULE90130-01-HRL00017	Roads	Permanent
1C	North East Lane- Road markings, site clearance	ULE90130-01-HRL00017	Roads	Permanent
1C	N St Andrew Lane - Road markings, site clearance	ULE90130-01-HRL00017	Roads	Permanent
1C	Clyde Street - Road markings	ULE90130-01-HRL00017	Roads	Permanent
1C	St Andrew Square - Road markings, site clearance, surfacing	ULE90130-01-HRL00018	Roads	Permanent
1C	George Street - Road markings, site clearance	ULE90130-01-HRL00018	Roads	Permanent
1C	Rose Street - Road surfacing	ULE90130-01-HRL00018	Roads	Permanent
1C	Register Street - Road markings	ULE90130-01-HRL00018	Roads	Permanent
1C	Waverley Bridge - Road markings	ULE90130-01-HRL00018	Roads	Permanent
1C	Meuse Lane - Road markings and surfacing	ULE90130-01-HRL00019	Roads	Permanent
1C	Princes Street east of LOD - Road markings	ULE90130-01-HRL00019	Roads	Permanent
1C	Street Lighting Section 1C	ULE90130-01-TAL-00014, 00016, to 00020	Lighting	Permanent
1C	Princes Street, Hanover Street - Road Markings, signal infrastructure, signage, kerbing	ULE90130-01-TAL-00019	Roads	Permanent
1C	Princes Street, The Mound - Road markings, signage	ULE90130-01-TAL-00019	Roads	Permanent
1C	Frederick Street Road works, signage (to be finalised with detailed design)	ULE90130-01-TAL-00019, 20	Roads	Permanent

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Section	Description	Reference	Source	Temporary or Permanent
1D	Charlotte Square - south side - Road Signage	HB#71652, ULE90130-01-TAL-00021	Roads	Temporary or Permanent
1D	Charlotte Square junction with South Charlotte Street - Road Signage	HB#71652, ULE90130-01-TAL-00021	Roads	Temporary or Permanent
1D	Princes Street, South Charlotte Street - Road Markings, signal infrastructure, signage, kerbing	ULE90130-01-TAL-00021	Roads	Permanent
1D	Princes Street, Lothian Road - Roadmarkings, signage and kerbing	ULE90130-01-TAL-00022	Roads	Permanent
1D	North side of Princes Street opposite junction with Lothian Road - Road signage	HB#71652	Roads	Permanent
1D	Northern end of Lothian Road - Road Signage	HB#71652	Roads	Temporary or Permanent
1D	Princes Street, Queensferry Street - Road markings, signage, kerbing	ULE90130-01-TAL-00022	Roads	Permanent
1D	Basestation at Edinburgh Castle (an existing radio site that gives coverage to a large portion of the Tram Network for radio coverage and towards any future requirements)	HB#40411	SCC	Permanent
1D	Street Lighting - Section 1D	ULE90130-01-TAL-00021 00023 and 00024	Lighting	Permanent
1D	Canning Street - Road markings, signage, taxi stance	ULE90130-01-TAL-00023	Roads / TRO	Permanent
1D	Atholl Crescent, Canning Street - Road markings, signage	ULE90130-01-HRL00023	Roads	Permanent
1D	Atholl Crescent, Canning Street Lane - Road markings, signage	ULE90130-01-HRL00023	Roads	Permanent
1D	Manor Street - Road markings, signage, signal infrastructure	ULE90130-01-HRL00023	Roads	Permanent
1D	Palmerston Place - Road markings, signage, signal infrastructure	ULE90130-01-HRL00023	Roads	Permanent
1D	Palmerston Place opposite junction with Palmerston Place Lane - Road signage	HB#71652	Roads	Permanent
1D	Palmerston Place at junction with West Maitland Street - Road signage	HB#71652	Roads	Permanent
1D	South end of Manor Place - Road Signage	HB#71653	Roads	Permanent
1D	Atholl Crescent Lane - Road markings	ULE90130-01-TAL-00023	Roads	Permanent
1D	West Maitland Street, Manor Place - Road markings, signage, lighting, signal infrastructure	ULE90130-01-TAL-00023	Roads / Lighting	Permanent
1D	Clifton Terrace, Morrison Street - Road markings, lighting, signage, signal infrastructure	ULE90130-01-TAL-00024	Roads / Lighting	Permanent
1D	Clifton Terrace, Grosvenor Street - Road markings, signage, kerbing	ULE90130-01-TAL-00024	Roads	Permanent
1D	Clifton Terrace, Dalry Road - Road markings, signage	ULE90130-01-TAL-00024	Roads	Permanent
1D	Torphican Place / Palmerston Place to two-way and street lighting	CR258	Roads	Permanent
1D	Torphichen Street - Road markings, signage, signal infrastructure	ULE90130-01-HRL00023	Roads	Permanent
1D	Torphichen Place - street lighting	ULE90130-01-HRL00023	Lighting	Permanent
1D	Morrison Street - Road markings, signage, signal infrastructure	ULE90130-01-HRL00024	Roads	Permanent
1D	Morrison Street close to junction with the Morrison Link - Road signage	HB#71652	Roads	Permanent
1D	Northeast end of Dalry Road - Road signage	HB#71652	Roads	Permanent
1D	Dalry Road (opposite Caledonian Place) - Road signage	HB#71652	Roads	Permanent
1D	Relocation of taxi stances (to be confirmed upon instruction to work outwith LOD)	To be confirmed upon instruction from tie	Roads	Permanent
1D	Approach signing (A8, Dalry Road, Palmerston Place, Lothian Road, South Charlotte Street)	To be confirmed upon instruction from tie	Roads	Permanent
Section Wide	TRO Requirements	To be confirmed upon detailed design	TRO	Permanent
Section Wide	Wider area works (to be finalised upon issuance of VO)	To be confirmed upon instruction from tie	Roads	Permanent
Section Wide	Traffic Calming - Haymarket Area (to be finalised upon issuance of VO)	To be confirmed upon instruction from tie, CR 315	Roads	Permanent

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Section	Description	Reference	Source	Temporary or Permanent
2A	Street Lighting Section 2A	ULE90130-02-OLE-00001	Lighting	Permanent
2A	OLE Section 2A - feed	ULE90130-02-OLE-00002	OLE	Permanent
2A	Drainage connection point at Haymarket Yards (2A-2)	HB# 59917	Ralph Shackleton	Permanent
2A	New access to east of Haymarket Tramstop - road markings and kerb / road works outside LOD within LLAU	02-HRL-00100	Roads	Permanent
2A	Haymarket Terrace north of Citypoint road kerb / markings outside LOD	02-HRL-00100	Roads	Permanent
2A	Haymarket Terrace north of Citypoint road sign outside LOD	02-HRL-00100	Roads	Permanent
2A	Haymarket Terrace north of Citypoint ped signals on north side outside LOD	02-HRL-00501	Roads	Permanent
2A	Haymarket Terrace north of Citypoint Limit of Construction outside LOD	02-HRL-00001	Roads	Permanent
2A	Haymarket Terrace north east Haymarket Tramstop ped signals and pavement on north side outside LOD	02-HRL-00501	Roads	Permanent
2A	Haymarket car park - kerbs / markings outside LOD - within LLAU	02-HRL-00501	Roads	Permanent
2A	Haymarket car park - ducting outside LOD - within LLAU	02-HRL-00801	Roads	Permanent
2A	Road / access south of ICAS Building - road markings and surfacing outside LOD within LLAU	02-HRL-00501 and 00901	Roads	Permanent
2A	Road / access south of ICAS Building -Limit of Construction outside LOD within LLAU	02-HRL-00001	Roads	Permanent
2A	South east of ICAS Building - sign outside LOD	02-HRL-00501	Roads	Permanent
2A	South west end of Haymarket Yards - Limit of Construction outside LOD but within LLAU	02-HRL-00002	Roads	Permanent
2A	South west end of Haymarket Yards - Dropped kerb partly outside LOD but within LLAU	02-HRL-00902	Roads	permanent
2A	West arm of Roseburn Delta Junction - Limit of Construction outside LOD and LLAU	02-HRL-00501	Roads	Permanent
2A	road and retaining wall at the back of Verity House, on NWR land for new access road outwith LoD and LLAU due to NWR Platform zero retaining wall and fence line encroaching into the LLAU	02-HRL-00002	Roads	Permanent
3A	Street Lighting - Wester Coates Terrace & Easter Drylaw Drive (within LLAU)	ULE90130-03-LTG-00002 and 00009	Lighting	Permanent
3A	Roads - Proposed footpath to Telford Drive (within LLAU)	03-HRL-00909		Permanent
3A	Roads - Roseburn Terrace - Road/ped. crossing markings	03-HRL-00100		Permanent
3A	Roads - Roseburn Terrace - ped. crossing cabling (within LLAU)	03-HRL-00800		Permanent
3A	Landscaping - West of Roseburn Tramstop - proposed landscaping	HB# 51851	LHMP	Permanent
3A	Structures - Coltbridge Viaduct - Proposed cantilevered walkway extends over airspace of LLAU (<1m)			Permanent
3A	Roads - Queensferry Road - Tying in kerbs at south kerb (east side)	03-HRL-00006		Permanent
3A	Roads - Wester Coates Terrace - Road surfacing/sign (within LLAU)	03-HRL-00502 and 00902		Permanent
3A	Substation/Roads - South Groathill Ave Sub - drop kerb	03-HRL-00507		Permanent
3A	Roads - Maidencraig Crescent - New ped. access proposed signage	03-HRL00506		Permanent
3A	Roads - Maidencraig Crescent - New ped. access (within LLAU)	03-HRL00906		Permanent
3A	Landscaping Outwith LOD at Maidencraig Crescent	HB# 51851	LHMP	Permanent
3A	Tramstops - Craighleith Tramstop - tactile paving for stepped ped. access	03-STP-00027		Permanent
3B	Street Lighting - Ferry Rd & West Granton Rd - proposed lighting	ULE90130-03-LTG-00011 and 00014	Lighting	Permanent
3B	Drainage connection point (3B-1)	HB# 59917	Ralph Shackleton	Permanent

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Section	Description	Reference	Source	Temporary or Permanent
3B	Roads - Ferry Road east and west of tramway - junction detector loops	03-HRL-00011		Permanent
3B	Roads - West Granton Road east and west of tramway - junction detector loops	03-HRL-00014 & 00831		Permanent
3B	Substations - Granton Mains East substation (within LLAU)			Permanent
3B	Roads - footpath from West Granton Access to West Pilton March (partially extends into LLAU from LoD)	03-HRL-00014		Permanent
3C	Street Lighting - Lighting column to south side of Waterfront Avenue, East of tram crossing	ULE90130-03-LTG-00016	Lighting	Permanent
3C	Drainage connection point (3C-1)	HB# 59917	Ralph Shackleton	Permanent
3C	Drainage connection point (3C-2)	HB# 59917	Ralph Shackleton	Permanent
3C	Junction 104 - Road markings & kerb re-alignment	03-HRL-00016		Permanent
3C	Roads - Junctions 105-108 - Road markings/HF surfacing, kerb re-alignment ped. crossing & traffic signal detector loops	03-HRL-00016 to 00018		Permanent
3C	Roads - Junctions 105 - Crown re-grading of Waterfront Avenue to both sides of the tramway crossing			Permanent
3C	Roads - Junction 108a (north of) - Road markings, kerb re-alignment & traffic signal detector loops	03-HRL-00018 and 00867		Permanent
3C	Roads - Junction 108b (north of) - Road markings, kerb re-alignment & traffic signal detector loops	03-HRL-00018 and 00865		Permanent
3C	Tramstops - Caroline Park - landscape tie-in	03-STP-00061		Permanent
3C	Tramstops - Saltire Square - paving tie-in	03-STP-00071		Permanent
3C	Roads - Junction 109 - Kerb line (partially) for stopped-up Oxcrail Street	03-HRL-00018		Permanent
3C	Roads - Oxcrail Street signage	03-HRL-00564		Permanent
3C	Roads - Junctions 110 - Road markings/HF surfacing, re-grading, kerb re-alignment ped. crossing & traffic signal detector loops	03-HRL-00019		Permanent
3C	Substation - Granton View Substation (within LLAU)			Permanent
3A	Landscaping design - west of Roseburn Tramstop (within LLAU)			
3A	Structures - cantilever walkway to west side of Coltbridge Viaduct (in mid-air)			
3A	Landscaping - between Craighleith Tramstop and Maidencraig Crescent/Maidencraig Court			
3A	Roads - Stepped access from Telford Drive to Roseburn Cycle/footway to north of existing substation			
3A	Lighting - erection of lighting column on footpath between Roseburn Corridor/Easter Drylaw Drive (within LLAU)			
3A	Landscaping - Drylaw Recreation ground			
3B	Roads - realignment (vertical/horizontal) of footpath from West Pilton March to West Granton Road (within substation LLAU) where LOD is too narrow.			
3B	Roads - Creation of public space. Extension of footpath design and width beyond LOD into substation LLAU, including design of low level wall at northeast corner of LLAU for Granton Mains East substation.			
3C	Roads - crown regrading of road for short distance beyond LoD at both crossings of Waterfront Avenue			
3C	Spine Road - Tram route crosses Spine Road where LOD is too narrow. New traffic islands, signal heads and road markings outwith LOD			
3C	Roads - installation of traffic signalisation, road markings for 3 no. minor access roads to north side of Waterfront Avenue (Spine Road) and associated pedestrian crossing points			

Date 27 March 2008

CPH/CPH/310299/15/19049225.2

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Section	Description	Reference	Source	Temporary or Permanent
3C	Roads - installation of pedestrian crossing signalisation at corner of junction of Waterfront Avenue/West Harbour Road and associated pedestrian crossing point tactile paving and kerbing			
3C	Roads - Chestnut Street, road markings			
3C	Roads - installation of traffic signalisation at junction of West Harbour Road/Pickfords entrance and associated pedestrian crossing point tactile paving. Relocation of existing gated access (boundary and accomodation)			
3C	Roads - regrading of southern 50m (approx.) of Middle Pier Road and footways			
3C	Granton Square - bus interchange			
5A	Street Lighting Section 5A	ULE90130-05-LTG-00001 to 00003	Lighting	Permanent
5A	OLE Section 5A - feed	ULE90130-05-OLE-00001	OLE	Permanent
5A	Russell Road and sorting office boundary - Limit of Construction outside of LOD but within LLAU	05-HRL-00002	Roads	Permanent
5A	To east of offices near Haymarket Central Junction - Limit of Construction outside LOD and LLAU	05-HRL-00002	Roads	Permanent
5A	Kerb / road works and Limit of Construction to the south of the Bowling Green outside LOD - most within LLAU	05-HRL-00002	Roads	Permanent
5A	Kerb / road works and Limit of Construction to the north of Murrayfield Tramstop including new footway and ped crossing outside LOD - some within LLAU	05-HRL-00002 800 and 902	Roads	Permanent
5A	<b>Murrayfield</b> , Temporary- replacement/maintenance of existing Scotrail fence on the outbound platform to be undertaken on the boundary of the LOD.	#70512	Ian Brown	Temporary
5A	Murrayfield Training pitch moves.		Ian Brown	Permanent
5A	Turnstiles at Murrayfield Stadium - Accomodation works	ULE90130-05-ACC-00034	Mungo Stacy	Permanent
5B	Street Lighting Section 5B	ULE90130-05-LTG-00009, 00011, 00012, 00014, 00018 and 00019	Lighting	Permanent
5B	<b>Carrick Knowe</b> Earthworks north of railway spill outwith LoD as advised by CEC - do not build retaining wall - this is CEC Leisure land.	ULE90130-05-	David Raeside	Permanent
5B	<b>Saughton</b> : Permanent - 2 proposed footpaths are being introduced to provide access to tramstop. These are introduced either end of stop southwards to join existing footpath on Broomhouse Drive. These are completely outside the LOD but there is the need to provide pedestrians access to the tram without having to constrain them to using the access within LOD on Saughton Road North. (see attached PDF). Limit of Construction - 2 Footpaths are being demolished - outside the LOD but within the LLAU.	#70512 05-HRL-00010, 11 and 12	Ian Brown	Permanent
5B	Saughton Tramstop - landscape tie in	05-STP-00027	John Ramsay	Permanent
5B	We are proposing to relocate two bus stops on Bankhead Avenue (opposite South Gyle Access). Current and proposed locations are outside of the LoD. ie Limit of Construction outside the LOD	ULE90130-05-HRL-00015	Roads	Permanent
5B	Immediately SE of South Gyle Tramstop - Limit of Construction and road markings outside LOD some in LLAU	ULE90130-05-HRL-00015 and 00134	Roads	Permanent
5B	South Gyle Tramstop - associated Pedestrian crossing	05-STP-00038	Roads	Permanent
5B	Bankhead Drive SE of South Gyle Access - Limit of Construction and road works outside LOD	ULE90130-05-HRL-00015 and 00135	Roads	Permanent
5B	Edinburgh Park Station - zone behind outbound platform-interface works with NR land	HB#70467	Ian Brown	Permanent
5B	Edinburgh Park Station Tramstop - paving tie in	05-STP-00048	Ian Brown	Permanent

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Section	Description	Reference	Source	Temporary or Permanent
5B	Edinburgh Park Station:- Permanent Works - Remodelled access footpath link to Currys to be constructed outside the LOD but within the LLAU. Limit of Construction outside the LOD some within LLAU.	HB #72057 05-HRL-00018	Ian Brown	Permanent
5B	East of Junction 202A - Roadworks / marking / footway realignment outside LOD	05-HRL-00132 00943	Roads	Permanent
5B	West of Junction 202A - limit of Construction outside the LOD/LLAU	05-HRL-00017	Roads	Permanent
5B	Bollard outside LOD (only just)	05-HRL-00535	Roads	Permanent
5B	Bankhead Drive / Bankhead Avenue Traffic Signals and Associated Ducting outside the LOD some within LLAU.	05-HRL-00934	Roads	Permanent
5B	Bankhead Drive substation - limit of Construction outside the LOD some within LLAU.	05-HRL-00014	Roads	Permanent
5B	Bankhead Drive substation - road realignment outside the LOD some within LLAU.	05-HRL-00014	Roads	Permanent
5B	Bankhead Drive junction - limit of Construction outside the LOD some within LLAU.	05-HRL-00017	Roads	Permanent
5B	Stenhouse Drive - road markings outside the LOD and LLAU	05-HRL-00009	Roads	Permanent
5B	Stenhouse Drive - pavement works outside the LOD and LLAU	05-HRL-00934 and 00935	Roads	Permanent
5C	Street Lighting Section 5C	ULE90130-05-LTG-00022, 00023, 00025 and 00026	Lighting	Permanent
5C	Edinburgh Park- relocation works to the footpath link ramped structure	HB#70467	Ian Brown	Permanent
5C	Edinburgh Park- Limit of Construction re above relocation works to the footpath link ramped structure	05-HRL-00021	Ian Brown	Permanent
5C	Trees planting outwith LoD at NEL's request north of Lochside ave	HB#70468	Kate Shudall	Permanent
5C	South west of Gyle Tramstop - kerb realignment outside LOD - within LLAU	05-HRL-00563	Roads	Permanent
5C	Gyle Tramstop - landscape tie in	05-STP-00064	Roads	Permanent
5C	South of Gyle Tramstop - ducting outside LOD - some within LLAU	05-HRL-00861	Roads	Permanent
5C	South of junction of Lochside Crescent Lochside Avenue- footway works outside LOD	05-HRL-00962	Roads	Permanent
5C	East of junction 205 - Limit of Construction outside LOD	05-HRL-00023	Roads	Permanent
5C	Northwest of junction 205 - Limit of Construction outside LOD - within LLAU	05-HRL-00023	Roads	Permanent
5C	East end, north side of Lochside Avenue - sign outside LOD	05-HRL-000562	Roads	Permanent
5C	South east and north of Gogarburn Tramstop - Limit of Construction outside LOD some within LLAU	05-HRL-00026	Roads	Permanent
5C	Depot Earthworks - potentially soil nails will be required outwith the LOD - underneath the A8 Underpass - TBC	TBC	David Raeside	Permanent
6	Gogarburn Roundabout - Signage outside LOD some in LLAU	06-HRL-00007	Roads	Permanent
6	Junction 208 Signs outside LOD some in LLAU (in centre of roundabout, depot access and w of junction)	06-HRL-00501	Roads	Permanent
6	Junction 208 - ducting outside LOD but within LLAU	06-HRL-00800	Roads	Permanent
6	Gogarburn Roundabout Safety Barrier, footway works outside LOD but within LLAU	06-HRL-00901	Roads	Permanent
6	Gogarburn Roundabout - Limit of Construction outside LOD but within LLAU	06-HRL-00001	Roads	Permanent
6	Gogarburn Depot - Limit of Construction outside LOD some within LLAU some outside	06-HRL-00002	Roads	Permanent
5C	Construction work of Gyle tramstop retaining wall to be undertaken outside the LOD.	HB #70741	Andy Groves	Temporary
5C	Drainage connection point (5C-2) on South Gyle Broadway	HB# 59917	Ralph Shackleton	Permanent
5C	Temporary works to construct the A8 Underpass required due to Utility routes and diversions	HB#70402 HB#70403	Paul McQuade	Temporary

Date 27 March 2008

Section	Description	Reference	Source	Temporary or Permanent
5C	Earthworks/construction work to be undertaken outside the LOD (but within the LLAU). This is to remove earth bund on current Gogarburn tramstop location in order to achieve the level which the Pway design has been based on	HB #70741	Ian Brown	Temporary
5C	LOD issue at Gogarburn..Options are highlighted below (refer source for sketches):  - ask tie to amend the LOD/LLAU as the present location of the footpath is the "natural desire line" for pedestrians.(Option 1) - ammend the footpath to follow the back of the LOD as shown in Option 2 (although it is not preferred). -get the road moved eastwards and narrow the footpath (Option 3)	HB #72056	Ian Brown	Permanent
7A	Earthworks may be required to go outwith the LOD at the Gogar Landfill site due to extent of contaminated land	TBC	David Raeside	Permanent
7A	Earthworks may be required to go outwith the LOD along NIL and FSH land	TBC	David Raeside	Permanent
7A	Street Lighting Section 7A	ULE90130-07-LTG-00007 and 00008	Lighting	Permanent
7A	Any works to outfalls eg headwalls and scour protection, may be outside the LOD since the LOD follows the water line on the West bank.	HB# 59917	Ralph Shackleton	Permanent
7A	Badger fencing along Gogar Farm Access Road	ULE90130-SW-ENV-00038	Kat Dennis (HB#69860)	Permanent
7A	Marking out of badger and otter exclusion areas during construction works	ULE90130-SW-ENV-00037, ULE90130-SW-ENV-00040, ULE90130-SW-ENV-00047	Kat Dennis (HB#69860)	Temporary
7A	Archaeological Investigation Works around Nether Gogar (Church, old mill and pill box sites) as specified in the "Edinburgh Tram: Specification for Archaeological Works Line 2" and drawings ULE90130-07-DRG-00072, ULE90130-07-DRG-00073, and ULE90130-07-DRG-00074. This report has not yet been formally issued to tie but is expected to be finalised by the end of next week following a review by CEC archaeologist John Lawson.	Edinburgh Tram: Specification for Archaeological Works Line 2 and drawings ULE90130-07-DRG-00072, ULE90130-07-DRG-00073, and ULE90130-07-DRG-00074	Kat Dennis (HB#69860)	Temporary
7A	Badger fencing (temporary) across the unfenced section of the A8 south of the Gogar Drain as specified in the parliamentary agreement with the Edinburgh and Lothians Badger Group (subject to agreement with the landowner)- see extract in KD email (HB# 69860).	ELBG Agreement	Kat Dennis (HB#69860)	Temporary
7A	Airport Tramstop - Kiosk and ticketing facility and pedestrian links	CNS109	Ian Brown	Permanent
Line 2	There may be some localised works along the Network rail corridor outwith the LoD between the Tram route and the Network rail lines, although this may be minimal.	HB#70402	Paul McQuade	Temp & Perm
7A	Gogar Farm Access Road - Limit of Construction outside LOD some within LLAU	07-HRL-00003	Roads	Permanent
7A	Gogarburn Tramstop - Limit of Construction outside LOD some within LLAU	07-HRL-00001	Roads	Permanent
7A	Ingliston Park and Ride - Limit of Construction outside LOD some within LLAU	07-HRL-00007	Roads	Permanent
7A	Hilton Hotel - works to car park (including kerb and marking alterations) outside LOD some within LLAU some outside	07-HRL-00800 / 00507	Roads	Permanent

.....  
Director/Authorised Signatory  
**tie LIMITED**

.....  
Director/Authorised Signatory  
**BILFINGER BERGER UK LIMITED**

.....  
Director/Authorised Signatory  
**PARSONS BRINCKERHOFF LIMITED**

.....  
Director/Authorised Signatory  
**SIEMENS PLC**

CPH/CPH/310299/15/19049225.2

**CEC01244182\_0161**

**Transport Edinburgh**

Edinburgh Trams

Lothian Buses

FOISA exempt

 Yes No

DRAFT

Paper to: TPB Meeting date: 13<sup>th</sup> May 2008  
 Subject: Finalisation of SDS Novation  
 Agenda item:  
 Preparer: Steven Bell

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**Executive summary**

The SDS Novation process has required extensive negotiations to conclude. SDS have been involved actively in the novation process with tie and BBS over the last six months to conclude the agreements and this paper addresses the remaining costs for completion (legal and corporate), Employer's Requirements alignment and recent change orders.

This is broken down as follows:

Settlement of change orders	£800K
Change orders for Employer's Requirements and Alignment with SDS Design	£900K
SDS Novation and completion/ legal costs	£300K
	<hr/>
	£2000K

**Impact on programme**

Enables existing Contract Programme to commence.

Any final delay to completion will result in significant additional risk regarding project survival.

**Impact on budget\***

There is no headline impact on the £512m funding required.

**Impact on risks and opportunities\***

Reduces risk of price escalation claim from Siemens/ CAF, and on the project costs.

This settlement utilises £1m of the risk contingency identified as part of the negotiation to conclude the Infracore Contract.

**Impact on scope\***

This incorporates alignment of the Employer's Requirements and SDS design.

**Decision(s) / support required**

It is recommended that approval to complete the SDS Novation on the above basis is granted.

**Proposed**

Name Steven Bell  
 Title Tram Project Director

Date:- 13<sup>th</sup> May 2008

**Andy Conway**

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**From:** Rebecca Andrew  
**Sent:** 12 March 2008 17:34  
**To:** Alan Coyle; Colin MacKenzie; Steve Sladdin; Duncan Fraser; Andy Conway  
**Subject:** FW: SDS Novation

For information

R

Rebecca Andrew | Principal Finance Manager | Financial Services | The City of Edinburgh Council | Waverley Court, Level 2:5, 4 East Market Street, Edinburgh, EH8 8BG | Tel [REDACTED]  
[rebecca.andrew@edinburgh.gov.uk](mailto:rebecca.andrew@edinburgh.gov.uk) | [www.edinburgh.gov.uk](http://www.edinburgh.gov.uk)

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**From:** Donna Rodger  
**Sent:** 12 March 2008 17:13  
**To:** Rebecca Andrew  
**Subject:** FW: SDS Novation

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**From:** Willie Gallagher [mailto:Willie.Gallagher@tie.ltd.uk]  
**Sent:** 12 March 2008 16:50  
**To:** Gill Lindsay; Andrew Holmes; Donald McGougan; david\_mackay@tiscali.co.uk; Neil Renilson (TEL); Steven Bell; Jim McEwan; Alastair Richards - TEL; Andrew Fitchie; Geoff Gilbert; Matthew Crosse  
**Subject:** SDS Novation

I am pleased to report that I now have a signed letter from SDS, Greg Ayres, UK MD of Parsons Brinckerhoff, which is satisfactory for our purposes of Award Notification.

Thanks to all involved,

Willie

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21/07/2008

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tie Limited registered in Scotland No. SC230949. Registered office - City  
Chambers, High Street, Edinburgh, EH1 1YT.

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## AGREEMENT

between

**THE CITY OF EDINBURGH COUNCIL**, the local authority for the City of Edinburgh in terms of the Local Government etc. (Scotland) Act 1994, having its principal office at Council Headquarters, Waverley Court, East Market Street, Edinburgh, EH8 8BG, or its statutory successors (“**the Council**”)

and

**TIE LIMITED**, a company incorporated under the Companies Acts (registered number SC230949) and having its Registered Office at City Chambers, High Street, Edinburgh, EH1 1YJ (“**tie**”)

### Whereas:-

1. The Council set up tie in May 2002 to assist the Council with implementing its local transport strategy;
  2. Powers were conferred upon the Council in relation to the design, construction, commissioning and operation of the Edinburgh Tram Network in terms of the Edinburgh Tram (Line One) Act 2006 and the Edinburgh Tram (Line Two) Act 2006 and the Council wishes to delegate certain of these powers to tie;
  3. The Council is the designated planning and roads authority for the City of Edinburgh;
  4. A general operating agreement between tie and the Council was previously entered into whereby tie agreed to provide services to the Council in developing, procuring and implementing integrated transport projects within Edinburgh, including the delivery of the proposed tram system for Edinburgh;
  5. The terms of the tram Final Business Case and the fact that tie was to enter into various agreements in relation to the Project were approved in principle by the Council on 20 December 2007 via powers delegated to various Council officials;
- and



6. The parties now wish to enter into this agreement to more particularly regulate the relationship between the parties specifically with regard to the procurement and delivery of the trams Project and to define the services tie will provide to the Council.

**NOW THEREFORE THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:**

1 **Definitions**

- 1.1 In this Agreement the following terms and expressions shall have the following meanings:

“Agreement”	means this agreement (including the schedules to it), as it may be amended from time to time;
”Employer’s Requirements”	means the employer’s requirements as more particularly defined in the Infraco Contract;
“Final Business Case”	means the business case relating to the Project which was approved by the Council on 20 December 2007, as it may be amended from time to time in agreement with the Council;
“Funding Agreement”	means the Council-accepted grant offer letter from Transport Scotland to the Council relating to the Project, as it may be amended from time to time;
“Infraco Contract”	means the contract between tie and Bilfinger Berger UK Limited and Siemens plc (contracting on a joint and several liability basis)(“the Infraco”), as it may be amended from

	time to time;
“Legislation”	means all rules, regulations, by-laws, directives, statutes and other binding provisions in force from time to time;
“Lothian Buses plc”	means the company incorporated under the Companies Acts and having its registered office at 55 Annandale Street, Edinburgh EH7 4AZ (Registered Number SC096849);
“MUDFA Contract”	means the agreement between Alfred Macalpine Infrastructure Services and tie dated 4 October 2006;
“Phase 1A”	means phase 1A as more particularly described in the Final Business Case;
“Phase 1B”	means phase 1B as more particularly described in the Final Business Case;
“Project”	means the procurement and delivery of a tram system for Edinburgh (Phase 1A and Phase 1B and any approved extension), as more particularly described in the Final Business Case and as approved by the Council in terms of scope;
“Services”	means all the services to be provided by tie as specified in this Agreement, including, without limitation, those specified in Schedule 1;
“Tram Acts”	means Edinburgh Tram (Line One) Act 2006 and the Edinburgh Tram (Line Two) Act 2006;
“Tram Monitoring Officer”	means the Council officer nominated by the Council to monitor tie in relation to the Project;

“Tram Supply Contract” and “Tram Maintenance Contract”	mean the contracts between tie and Construcciones y Auxiliar de Ferrocarriles S.A., as they may be amended from time to time;
“Tram Project Board” or “TPB”	means the committee of the board of TEL established to oversee the delivery of the Project; and
“Transport Edinburgh Limited” or “TEL”	means the company incorporated under the Companies Acts and having its registered office at 55 Annandale Street, Edinburgh EH7 4AZ (Registered Number SC269639).

- 1.2. Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of it.
- 1.3. In this Agreement, references to clauses are, unless otherwise provided, references to clauses of this Agreement and references to schedules are references to the appropriate schedules to it.
- 1.4. In this Agreement, the masculine includes the feminine and the neuter and the singular includes the plural and vice-versa.
- 1.5. Where this Agreement refers to approval being required from the Council or the Tram Monitoring Officer, the Council shall use best endeavours to procure that such approval is not unreasonably withheld or delayed.

## **2. tie’s Obligations**

- 2.1 tie hereby agree to provide the Services to the Council throughout the duration of this Agreement in order to assist in, carry out, promote, manage and administer the Project.
- 2.2 tie shall ensure that all third party advisers and contractors engaged by it shall provide a direct duty of care to the Council in terms acceptable to the Council prior to carrying out any work in relation to the Project, failing which the appointment of any such third party will require the written approval of the Tram Monitoring Officer.

- 2.3 tie shall use best endeavours to ensure that it delivers a tram system for Edinburgh as specified in the Final Business Case and the Infraco Contract (including the Employer's Requirements). tie shall use best endeavours to comply with all timescales and financial projections detailed in the Final Business Case.
- 2.4 tie shall use best endeavours to ensure that it is at all times suitably resourced to carry out all the Services in relation to the Project.
- 2.5 tie shall use best endeavours to ensure that it does not cause the Council to breach the terms of the Funding Agreement. In particular tie shall use best endeavours to ensure that the Council complies with the conditions relating to publicity in the Funding Agreement. tie will provide all reasonable assistance to the Council in relation to the Council's compliance with the terms of the Funding Agreement.
- 2.6 tie shall use best endeavours to ensure that it complies with and, where it acts on the Council's behalf, shall use best endeavours to ensure that the Council complies with, all Legislation (including all health and safety legislation) relevant to the Project at all times.
- 2.7 tie shall use best endeavours to ensure that all work sites related to the Project are appropriately managed and supervised at all times to ensure compliance with all health and safety Legislation.
- 2.8 tie shall use best endeavours to ensure that it does not infringe the intellectual property rights of any third party at any time.
- 2.9 tie shall use, and shall use best endeavours to procure that all contractors, employees and other third parties which it engages shall use, all reasonable skill, care and diligence in the provision of the Services. All work undertaken by tie shall be progressed with due expedition and without delay to achieve timeous completion of the Project.
- 2.10 tie shall discharge all its obligations in terms of this Agreement in a proper, honest, faithful and diligent manner and shall at all times act in the best interests of the Council (to the fullest extent permitted by law).
- 2.11 Insofar as permitted by law, tie shall at all times promptly comply with all reasonable requests made of it by the Council.
- 2.12 tie shall at all times maintain in place appropriate policies of insurance in relation to all elements of its business and in particular the Project, provided

that each insurance is available in the United Kingdom insurance market at commercially reasonable rates and on commercially reasonable terms to businesses of the same status and discipline as tie. tie shall promptly inform the Tram Monitoring Officer in writing if any insurance ceases to be maintained and/or ceases to be available in the United Kingdom market at commercially reasonable rates and or commercially reasonable terms. In this event, the parties shall meet to discuss the means by which any risks previously covered by insurance should be managed, mitigated or controlled. tie shall provide evidence of all such insurances upon request by the Council. tie shall ensure that the Council is covered as an insured party under the Edinburgh Tram Network Owner Controlled Insurance Programme covering the material damage and third party liability sections and under all other policies of insurance which tie has arranged, where it is possible to do so at reasonable commercial cost.

- 2.13 tie shall ensure that all contractors and consultants engaged or employed by it in any capacity shall have in place a policy of insurance providing tie with appropriate indemnity for all risks relevant to their engagement provided that each insurance is available in the United Kingdom insurance market at commercially reasonable rates and on commercially reasonable terms to businesses of the same status and discipline as the contractor or consultant. tie shall promptly inform the Tram Monitoring Officer in writing if any insurance ceases to be maintained and/or ceases to be available in the United Kingdom market at commercially reasonable rates and or commercially reasonable terms. In this event, the parties shall meet to discuss the means by which any risks previously covered by insurance should be managed, mitigated or controlled.
- 2.14 tie will ensure that the Corporate Public & Products Liability and Professional Indemnity policies are to include an indemnity to principals clause protecting the interest of the Council as principal.
- 2.15 tie shall provide to the Tram Monitoring Officer upon request, and in any event not less than annually, a report providing full details of all its insurances, including *inter alia* details of (i) the contractors or consultants providing insurance cover to tie and the Council and level of cover provided; and (ii)

- contractors or consultants not providing insurance cover and details of the authorisation obtained from the Tram Monitoring Officer in this regard.
- 2.16 tie shall use best endeavours to ensure best value when providing the Services and in the discharge of all of tie's responsibilities. tie shall use best endeavours to ensure best value in the use of funds or resources provided through or by the Council.
- 2.17 tie shall continue to apply principles of good corporate governance and to adopt and adhere to the Council's Code on Corporate Governance (approved by the Council on 29 June 2006) as it may be amended from time to time.
- 2.18 tie shall allow the Council, its auditors or the Council's other delegated appointees to examine the books, accounts and other records kept by tie (and any subsidiary undertakings of tie) and shall supply the Council with such financial and other information as it may reasonably request from time to time to keep the Council fully informed about the business of tie (and any subsidiary undertakings) and to protect the Council's interests in relation to the terms of this Agreement. tie will supply to the Tram Monitoring Officer copies of all relevant tie and other board papers in connection with the governance arrangements set out in Schedule 2.
- 2.19 tie shall use best endeavours to ensure that it and all third parties it engages and/or contracts with to carry out any works shall at all times comply with all equalities legislation and shall act in a non-discriminatory manner.
- 2.20 The parties acknowledge the terms of the governance arrangements set out in Schedule 2 and tie shall use best endeavours to comply with this governance diagram. The parties agree that where this Agreement refers to tie reporting to, or obtaining approval from, the Council or as the case may be the Tram Monitoring Officer, all such activity shall be made in accordance with this governance diagram.
- 2.21 tie shall liaise with the Tram Monitoring Officer, the Council, and any other bodies which the Council may specify, regularly and shall report to the Council on a four-weekly and annual basis with regard to financial matters and progress generally on the Project in a format acceptable to the Council.
- 2.22 Immediately that tie becomes aware of the likelihood of delay to, or overspend in, the Project it shall notify the Tram Monitoring Officer at the earliest opportunity, informing them of the reasons for the potential delay or

- overspend and detailing any measures (together with costs) which may mitigate such potential delay or overspend.
- 2.23 Immediately tie becomes aware that it requires a decision or information essential to the continuity of the Project from the Council to achieve key dates in the Project, tie shall give notice of such requirement to the Tram Monitoring Officer with full supporting information to mitigate any delay to the Project to the fullest extent possible.
- 2.24 tie shall not settle any single claim in excess of £500,000, or series of claims in any 12 month period which would exceed in aggregate £1,000,000, without prior written approval from the Tram Monitoring Officer. In accordance with the terms of Clause 2.20, all such claims approval will be subject to the governance arrangements set out in Schedule 2.
- 2.25 tie shall procure that it develops and has approved by the tie board a remuneration policy setting out *inter alia* the benchmarks and procedures for proposed bonus achievement and the project milestone outcomes to which any such bonuses are linked. Such policy to be approved by the tie board, through its Remuneration Committee, in advance of annual reporting periods as it will apply in the succeeding annual reporting period. tie's board shall confirm annually to the Tram Monitoring Officer that tie's incentivisation arrangements are aligned to appropriate Project milestones. The remuneration package, including incentivisation arrangements, of the Executive Chairman of tie will on appointment require approval by the Chief Executive of the Council and thereafter be determined annually by the tie board through its Remuneration Committee.
- 2.26 tie will provide a business plan for approval by the Council on an annual basis.
- 2.27 tie shall use best endeavours to ensure that it and all contractors engaged by it protect the Council's reputation all at times in matters relating to the Project.
- 2.28 tie shall not novate or otherwise transfer any rights or obligations under any contractual arrangement which the Council has approved and to which tie is a party without the prior written consent of the Tram Monitoring Officer.
- 2.29 tie shall comply with the terms of all agreements to which it is a party unless authorised in writing by the Tram Monitoring Officer to do otherwise.
- 2.30 tie shall produce a communications protocol and have this approved quarterly in writing by the Tram Monitoring Officer. The communications protocol will

inter alia reflect the publicity arrangements referred to in Clause 2.5 of this Agreement.

- 2.31 tie will be subject to an independent peer review panel concerning the management of the Project (including all the contract documentation) and will implement all reasonable recommendations of the panel once approved under the governance arrangements set out in Schedule 2.
- 2.32 tie shall act as the agent of the Council in the capacity of transport authority for the purposes of the New Roads and Street Works Act 1991 and the application of the Road Works (Sharing of Costs) (Scotland) Regulations 2003.

### 3. **Council's Obligations and Delegation**

- 3.1 The Council hereby delegates to tie, such delegations confirmed for the purposes of sections 68 and 69 of the respective Tram Acts, full legal authority to (i) enter into and manage the Infraco Contract pursuant to the Council resolution dated 20 December 2007; (ii) to enter into and novate to the Infraco the Tram Supply Contract and Tram Maintenance Contract pursuant to the Council resolution dated 20 December 2007; (iii) novate to the Infraco the agreement between tie and Parsons Brinkerhoff Limited dated 19 September 2005; (iv) make such use of the agreement between tie and Transdev Edinburgh Tram Limited dated 14 May 2004 as is deemed expedient by tie in relation to the Project; (v) act as agent for the Council under the New Roads and Street Works Act 1991 for the purposes of enabling contributions to be collected from the relevant utility companies and remitted to the Council; and (vi) notify the Scottish Ministers as appropriate under the Tram Acts.
- 3.2 The Council agrees to guarantee tie's financial obligations in relation to certain aspects of the Project on terms acceptable to the Council.
- 3.3 On the basis that tie has, in the reasonable opinion of the Council, provided adequate evidence that expenditure has been properly and appropriately incurred in relation to the provision of the Services and the Project, the Council will release the funding which it has secured for such expenditure and shall pass funding to tie to allow tie to discharge its obligations in terms of this Agreement.



- 3.4 The Council will nominate a Council officer to act as a liaison point for day-to-day communication between the Company and the Council.
- 3.5 The Council will appoint a Tram Monitoring Officer. The first Tram Monitoring Officer will be the Director of City Development or their appointed nominee. The Council will use all reasonable endeavours to procure that the Tram Monitoring Officer will be a member of the TPB and a director of TEL.
- 3.6 The Tram Monitoring Officer will be responsible for determining what approval is required from within the Council to allow them to give any consent or recommendation required in terms of this Agreement. The parties acknowledge that the Tram Monitoring Officer may require to obtain approval of their proposed actions from the full Council or from a relevant committee or sub-committee as appropriate.
- 3.7 The Council will ensure that, in the Council's opinion, adequate personnel are made available to the Project to fulfill the Council's role in relation to the Project and that all such personnel shall use reasonable skill and care in executing their responsibilities.
- 3.8 The Council acknowledges that tie continues to work on other projects in addition to the Project, but tie will use best endeavours to manage such projects in order that they do not conflict with the terms of this Agreement. Any work to be executed by tie on projects other than the Project must be approved by the Tram Monitoring Officer in advance of commitment by tie.
- 3.9 The Council agrees to waive its rights to claim against any director, officer or employee of tie, save in respect of any criminal, fraudulent or willfully negligent action of any such person. This waiver shall not apply to any contractor or consultant engaged by tie operating in any such role as director or officer.
- 3.10 The parties acknowledge that one of the main purposes of establishing tie and its sister company Transport Edinburgh Limited is to facilitate the integration of the operation of trams and buses in the City of Edinburgh and to assist the Council, tie, Lothian Buses plc and TEL to function as a single coordinated entity in the delivery, management, operation and ownership of an integrated transport system.

#### **4. Term**

- 4.1 This Agreement shall commence on the date of signing and shall continue until termination is agreed between the parties, unless otherwise terminated earlier in accordance with its terms.

#### **5. Responsibility**

- 5.1 Subject to the terms of any guarantee(s) given by the Council, tie shall use best endeavours to ensure that it is in a position at all times to apply the financial and other resources necessary to discharge timeously all obligations, liabilities or claims of whatsoever nature arising from the performance of the Services.

#### **6. Termination**

- 6.1 Either party may terminate this Agreement immediately by giving notice to that effect to the other if the other party is in material breach of its obligations and has failed to remedy that breach (assuming it is capable of remedy) within 14 days of receiving such notice.

#### **7. Dispute Procedure**

- 7.1 Any dispute or difference between the parties as to the meaning or intent of this Agreement or the implementation thereof or as to any other matter in any way arising out of or in connection with this Agreement shall be referred to the decision of an Arbiter to be mutually agreed between the parties or, failing agreement, to be appointed by the President for the time being of the Law Society of Scotland. The decision of such Arbiter shall be final and binding on both parties. The application of Section 3 of the Administration of Justice (Scotland) Act 1972 is hereby expressly excluded.

## **8. Transfer and Sub-contracting**

- 8.1 This Agreement is personal to tie and tie shall not assign, novate, sub-contract or otherwise transfer by any means whatsoever any right or interest or obligation which it may have in or under this Agreement without the prior written consent of the Tram Monitoring Officer.
- 8.2 For the avoidance of doubt, the Council shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement.

## **9. Notices**

- 9.1 Any notice given under this Agreement by either party to the other must be in writing and may be delivered personally, by fax or first class post or by email. In the case of posting, such notice will be deemed to have been given three working days after the date of posting; in the case of fax or email, the next working day; and in the case of personal delivery, at the time of delivery. Notices will be delivered or sent to the addresses of the parties on the first page of this Agreement or at any other address or fax number notified in writing by either party to the other for the purpose of receiving notices after the date of this Agreement. All email notices shall be sent to either the Executive Chairman of tie or the Tram Monitoring Officer at the Council or such email notified in writing by either party to the other for the purpose of receiving emails after the date of this Agreement .

## **10. Freedom of Information**

- 10.1 The parties acknowledge that they will fully comply with, and will assist each other in complying with, the terms of the Freedom of Information (Scotland) Act 2002.

## **11. Nature of Relationship**

- 11.1 tie and CEC both agree that, for the purposes of s.47 VATA 1994, tie is acting as agent of the Council in respect of the Infraco Contract, the Tram Supply

Contract, the Tram Maintenance Contract, the MUDFA Contract and other related contracts. tie will enter into such contracts in its own name, but will be acting on behalf of the Council. tie will not own or use any of the goods or services bought on behalf of the Council. tie will not alter the nature or value of any of the supplies made between the Council and the relevant contracting parties in relation to such contracts.

- 11.2 Nothing in this Agreement shall create a relationship of agency (save where the Council expressly authorises tie to act as its agent, including the terms of Clause 11.1) or partnership between the parties with regard to its subject matter.
- 11.3 Save as otherwise provided, nothing in the Agreement shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority or in terms of any Legislation or relieve tie from obtaining any approvals or consents required from the Council in any capacity in terms of any Legislation.

## 12. **Entire Agreement and Variations**

- 12.1 This Agreement and the attached schedules constitute the entire agreement between the parties in relation to their subject matter. Each party confirms that it has not relied upon any representation, undertaking or warranty not recorded in this document in entering into this Agreement. No variation of this Agreement shall be effective unless confirmed in writing and signed by authorised signatories of both parties to this Agreement. The terms of this agreement supersede the terms of any prior agreement between the parties, but only in relation to its subject matter, including for the avoidance of doubt the agreement referred to in preamble 4 to this Agreement.
- 12.2 If any ambiguity or conflict arises between the terms of this Agreement and those of tie's articles of association then, to the fullest extent permitted by law, the terms of this Agreement shall prevail.

13. **Severability**

13.1 If any term of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

14. **Waiver**

14.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided for in this Agreement) are not exclusive of any rights or remedies provided by law.

15. **Governing Law and Jurisdiction**

15.1 This Agreement is governed by the Laws of Scotland and, subject to the terms of clause 7, the parties submit to the exclusive jurisdiction of the Scottish Courts.

**IN WITNESS WHEREOF** this Agreement consisting of this and the preceding fourteen pages and the attached Schedules are executed as follows:

Subscribed for and on behalf of The City of Edinburgh Council at \_\_\_\_\_ on  
day of \_\_\_\_\_ 2008

Witness.....

Full Name.....  
Proper Officer

Address.....

.....

Subscribed for and on behalf of tie Limited at \_\_\_\_\_ on \_\_\_\_\_ day of  
2008

Director.....

Director/Secretary.....

## SCHEDULE 1

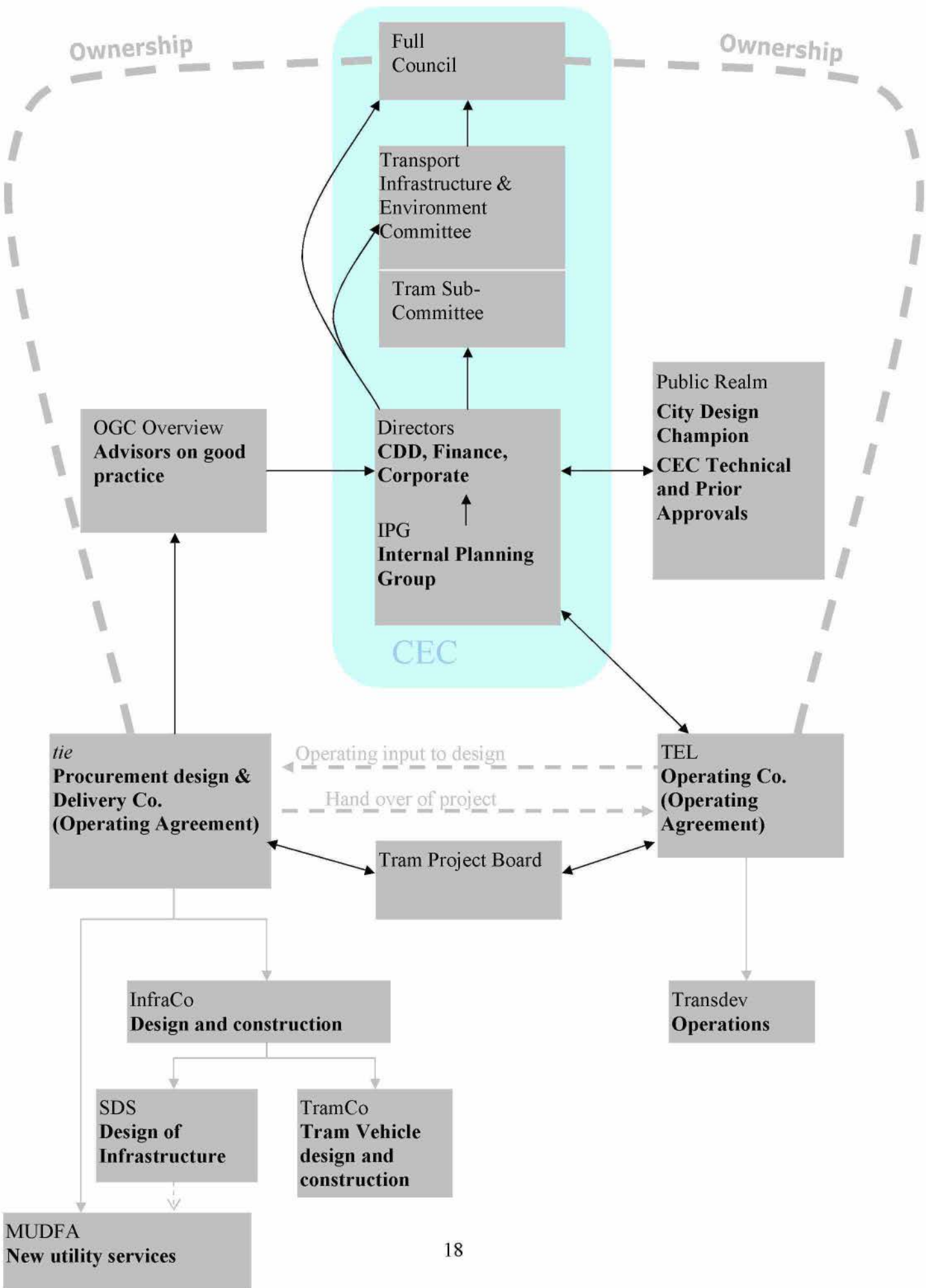
### Scope of Services

1.	Procurement and contract award of all contracts required to deliver the tram project, including the Council's obligations
2.	Provide accurate and current information to Tram Project Board, Transport Edinburgh Limited and the Council for appropriate decision making and approvals
3.	Provide efficient and effective project management services for the Project including cost, financial programme, risk, contract and change management
4.	Provide traffic management expertise to effectively implement and manage both temporary and permanent traffic management alterations, including the Traffic Regulation Order process
5.	Comply with Health and Safety requirements and act as the Construction Design Management Regulations co-ordinator, provide Health, Safety, Quality and Environmental management and expertise to ensure effective approvals through the The Railways and Other Guided Transport Systems (Safety) Regulations process. This should include protecting the Council's interests
6.	Ensure the design is assured, and provide the necessary quality of design for technical and prior approvals in a timeous manner
7.	Develop and agree a communication strategy with the Council and provide effective communications, consistent with this strategy
8.	Provide and demonstrate to the Council that appropriate site management services are in place to ensure quality is delivered
9.	Ensure a continued focus on value engineering and deliver any agreed initiatives
10.	Manage the interface with TEL in order to deliver a smooth handover for operations
11.	Manage project land in accordance with the tie/CEC licence
12.	Ensure and demonstrate to the Council that all contracting parties meet their obligations (including protocols, traffic management, contract conditions, employers requirements, site supervision and testing etc)
13.	Manage all third-party agreements in an effective manner and demonstrate that they are in the Council's interest
14.	Carry out other duties as instructed by the Council in relation to the Project
15.	Act on efficiently and effectively all formal instructions issued by the Council in relation to the tram project

**Schedule 2**  
**Governance Diagram**



**GOVERNANCE STRUCTURE**



## AGREEMENT

between

**THE CITY OF EDINBURGH COUNCIL**, the local authority for the City of Edinburgh in terms of the Local Government etc. (Scotland) Act 1994, having its principal office at Council Headquarters, Waverley Court, East Market Street, Edinburgh, EH8 8BG, or its statutory successors (“**the Council**”)

and

**TIE LIMITED**, a company incorporated under the Companies Acts (registered number SC230949) and having its Registered Office at City Chambers, High Street, Edinburgh, EH1 1YJ (“**tie**”)

### Whereas:-

1. The Council set up tie in May 2002 to assist the Council with implementing its local transport strategy;
  2. Powers were conferred upon the Council in relation to the design, construction, commissioning and operation of the Edinburgh Tram Network in terms of the Edinburgh Tram (Line One) Act 2006 and the Edinburgh Tram (Line Two) Act 2006 and the Council wishes to delegate certain of these powers to tie;
  3. The Council is the designated planning and roads authority for the City of Edinburgh;
  4. A general operating agreement between tie and the Council was previously entered into whereby tie agreed to provide services to the Council in developing, procuring and implementing integrated transport projects within Edinburgh, including the delivery of the proposed tram system for Edinburgh;
  5. The terms of the tram Final Business Case and the fact that tie was to enter into various agreements in relation to the Project were approved in principle by the Council on 20 December 2007 via powers delegated to various Council officials;
- and

6. The parties now wish to enter into this agreement to more particularly regulate the relationship between the parties specifically with regard to the procurement and delivery of the trams Project and to define the services tie will provide to the Council.

**NOW THEREFORE THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:**

1 **Definitions**

- 1.1 In this Agreement the following terms and expressions shall have the following meanings:

“Agreement”	means this agreement (including the schedules to it), as it may be amended from time to time;
”Employer’s Requirements”	means the employer’s requirements as more particularly defined in the Infraco Contract;
“Final Business Case”	means the business case relating to the Project which was approved by the Council on 20 December 2007, as it may be amended from time to time in agreement with the Council;
“Funding Agreement”	means the Council-accepted grant offer letter from Transport Scotland to the Council relating to the Project, as it may be amended from time to time;
“Infraco Contract”	means the contract between tie and Bilfinger Berger UK Limited and Siemens plc (contracting on a joint and several liability basis)(“the Infraco”), as it may be amended from

	time to time;
“Legislation”	means all rules, regulations, by-laws, directives, statutes and other binding provisions in force from time to time;
“Lothian Buses plc”	means the company incorporated under the Companies Acts and having its registered office at 55 Annandale Street, Edinburgh EH7 4AZ (Registered Number SC096849);
“MUDFA Contract”	means the agreement between Alfred Macalpine Infrastructure Services and tie dated 4 October 2006;
“Phase 1A”	means phase 1A as more particularly described in the Final Business Case;
“Phase 1B”	means phase 1B as more particularly described in the Final Business Case;
“Project”	means the procurement and delivery of a tram system for Edinburgh (Phase 1A and Phase 1B and any approved extension), as more particularly described in the Final Business Case and as approved by the Council in terms of scope;
“Services”	means all the services to be provided by tie as specified in this Agreement, including, without limitation, those specified in Schedule 1;
“Tram Acts”	means Edinburgh Tram (Line One) Act 2006 and the Edinburgh Tram (Line Two) Act 2006;
“Tram Monitoring Officer”	means the Council officer nominated by the Council to monitor tie in relation to the Project;

“Tram Supply Contract” and “Tram Maintenance Contract”	mean the contracts between tie and Construcciones y Auxiliar de Ferrocarriles S.A., as they may be amended from time to time;
“Tram Project Board” or “TPB”	means the committee of the board of TEL established to oversee the delivery of the Project; and
“Transport Edinburgh Limited” or “TEL”	means the company incorporated under the Companies Acts and having its registered office at 55 Annandale Street, Edinburgh EH7 4AZ (Registered Number SC269639).

- 1.2. Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of it.
- 1.3. In this Agreement, references to clauses are, unless otherwise provided, references to clauses of this Agreement and references to schedules are references to the appropriate schedules to it.
- 1.4. In this Agreement, the masculine includes the feminine and the neuter and the singular includes the plural and vice-versa.
- 1.5. Where this Agreement refers to approval being required from the Council or the Tram Monitoring Officer, the Council shall use best endeavours to procure that such approval is not unreasonably withheld or delayed.

## **2. tie’s Obligations**

- 2.1 tie hereby agree to provide the Services to the Council throughout the duration of this Agreement in order to assist in, carry out, promote, manage and administer the Project.
- 2.2 tie shall ensure that all third party advisers and contractors engaged by it shall provide a direct duty of care to the Council in terms acceptable to the Council prior to carrying out any work in relation to the Project, failing which the appointment of any such third party will require the written approval of the Tram Monitoring Officer.