



Infrastructure Services

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Ref: AMIS/tie/letter/KAG/Projects/713

9th January 2008

Mr. Graeme Barclay
tie MUDFA Utilities Construction Director
tie Limited,
Citypoint,
1st Floor,
65 Haymarket Terrace,
Edinburgh.
EH12 5HD

Dear Graeme,

Subject: MUDFA Alfred McAlpine Infrastructure Services (AMIS) – Contract A150
Clause 35 Programme and Revision 06 (FINAL)

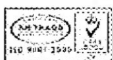
I refer to your letter Ref: DEL.MUDFA.6330 dated 8th December 2007 in connection with the tie Limited and Stakeholder Constrained Programme at Revision 06 with express interest.

It is erroneous for tie Limited to state the constraints and dependencies in relation to the above noted Programme have “...not fundamentally changed since tender and therefore the basis of your [AMIS MUDFA] statements have no substance”.

The supplementary notes and assumptions have been submitted and progressively updated with each and every iteration of the tie Limited and Stakeholder Constrained Programmes (the first being submitted with Revision 01 under cover of letter Ref: AMIS/tie/letter/AM/Projects/041 on the 21st November 2006) without any significant challenge or comment from tie Limited.

The Notes and Assumptions are intended purely to achieve the following objectives:

1. Establish the baseline logic, assumptions, mutual understandings and agreements reached in the preparation and agreement of the Programme between parties and key stakeholders as managed and co-ordinated by tie Limited;
2. Determine the potential and perceived risks to the Programme as defined under the terms and conditions of the MUDFA Agreement where the party incumbent with managing the risk is tie Limited, in their role as Project Sponsor, Employer and Project Manager, i.e. provision of Design and Design related information, provision of global, detailed and specific Traffic Management data, including signalling Design, Specification and approvals, provision of TTRO's, Stakeholder management, SUC Management et al;
3. Confirm the basis of the Programme in relation to separate and parallel agreements; i.e. the Commercial Agreement and MUDFA Contractor incentivisation scheme; and



Alfred McAlpine Infrastructure Services Limited. Registered in England No. 00728599
Registered Office: Kinnaird House, 1 Pall Mall East, London SW1Y 5AZ

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- 4. Provide an AMIS MUDFA statement and confirmation of intent relating to schedule adherence and the like.

A detailed and substantive development of the Notes and Assumptions attachment is attached, highlighting which of the above noted categories applies to the thirty-three individual comments.

This development proves, beyond all reasonable doubt, the assertion made by tie Limited to be erroneous and unsubstantiated; accordingly tie Limited are invited to withdraw letter Ref: DEL.MUDFA.6330.GB dated 8th December 2007 in its entirety in order to safeguard the commercial agreement recently achieved and to prevent protracted correspondence and the like.

Notwithstanding the acknowledgement by tie Limited that the Notes and Assumptions relating to Revision 06 of the tie Limited and Stakeholders Constrained Programme result in it being "abundantly clear that the validity of the programme is somewhat compromised" is noted and not accepted.

AMIS MUDFA request appropriate clarification on how tie Limited intend to manage and mitigate their respective risks under Revision 06 of the Programme that, under the MUDFA terms and conditions, are their direct responsibility.

Furthermore, and in relation to the imposition of restrictions and constraints, the Schedule 8 Programme is predicated upon the constraints detailed under Schedule 2, Technical Requirements, Clause 8.5 which states;

"No works shall be undertaken between Haymarket at Magdala Crescent to Leith Walk Junction of London Road from and including the following dates:

<i>Festival</i>	<i>6th August 2006</i>	<i>until</i>	<i>3rd September 2006</i>
<i>Festival</i>	<i>5th August 2007</i>	<i>until</i>	<i>2nd September 2007</i>
<i>Christmas</i>	<i>3rd December 2006</i>	<i>until</i>	<i>2nd January 2007; and</i>
<i>Christmas</i>	<i>2nd December 2007</i>	<i>until</i>	<i>2nd January 2008"</i>

The restrictions and constraints imposed on Revision 06 of the Programme are considerably greater in magnitude and extent, than those contemplated under the original MUDFA terms and conditions, leaving aside the obvious delays associated with Schedule adherence experienced to date and as duly recorded.

Notwithstanding the impact of Stakeholders on the Programme, delivery of the Works is predicated upon tie Limited managing Clause 8, Work Ordering, under the terms and conditions of the MUDFA agreement strictly in accordance with Revision 06.

Clause 46 Change.

As previously advised the impact under Clause 46, as presently identified, is currently assessed as follows:-





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- A preponderance of enhanced Stakeholder Constraints in excess of those contemplated in the MUDFA terms and conditions, Schedule 2, Clause 8.5;
- Increased allocation, in numbers and seniority of MUDFA Contractor management resources to address actions imposed by tie Limited that were never contemplated as an AMIS MUDFA responsibility, i.e. enhanced input into Work Ordering, RAT's, Traffic Management, Design Interface, Statutory Utility Company consultation, excessive correspondence et al;
- Veracity of Design and Design Related Information to support cost-effective operations;
- Configuration of Tender Drawings, as incorporated under Schedule Four and the divergence against the IFC Drawings provided to date;
- Increased and disproportionate risk profile;
- Magnitude of change frustrating the opportunity for the productive and efficient allocation of resources and reliance on technical and design proposals;
- Protracted and disjointed management of Technical Queries, including lateness of responses;
- Non adherence, by tie Limited of the agreed Work Ordering requirements;
- Accelerated timescales associated with Work Ordering to support operations;
- Disproportionate volumes of Works forcing activities to "stack" in the programme culminating in unlevelled resources and inbuilt tie Limited imposed inefficiencies; and
- Schedule 13 requirements.

This list is not intended to be exhaustive. It is intended to provide, in overview, the predominate issues that represent Clause 46 Change when considered against the Schedule Eight Programme and the emerging nature of the tie Limited and Stakeholder Constrained Programme at Revision 06.

As previously advised, letter Ref AMIS/tie/letter/KAG/Projects/330 dated 3rd August 2007, the commercial structure of the Schedule Four Rates and Prices is based on, amongst other factors, is based on the sequence, structure and convention of the Schedule Eight Programme. The magnitude of change detailed above was not contemplated under the Schedule Four rates.

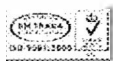
As agreed at the Commercial Meeting this matter will be referred to Mr. Steven Bell of tie Limited and Mr. Steve Hudson of AMIS for consideration and joint resolution, although AMIS MUDFA takes this opportunity to record their total commitment to meeting the requirements of the Revision 06 Programme in its current and agreed form.

Yours sincerely,

For and on behalf of Alfred McAlpine Infrastructure Services Ltd



Andrew Maikin
MUDFA AMIS Project Director



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Copies:-

tie Project Team

John Casserly
John McAloon
Steven Bell

MUDFA Project Team

Keith Gourlay
Rod Aves
Taryne Lowe
Steve Hudson

**Attached/.... MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Updated Programme Notes and Assumptions (Eight Pages)**



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**MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Programme Notes and Assumptions**

Note: the AMIS MUDFA Response refers to the erroneous assertion made by tie Limited, under cover of letter Ref; DEL.MUDFA.6330.GB that the conditions, constraints and nature of the above noted Programme have "...not fundamentally changed since tender and therefore the basis of your [the AMIS MUDFA statements] have no substance".

ID	Note / Assumption ; 30 th November 2007	AMIS MUDFA Response
1	All current SDS preliminary drawings show single line utility diversions; no allowances have been made for multiple ducts, etc and only limited technical definition and detail are available to support detailed technical planning development at this stage.	Both the Tender documentation and Contract documentation contemplate 100% of IFC designs and design related information complete by 21 st December 2006. As Revision 06 of the programme is predicated upon Preliminary drawings this represents a fundamental departure from the Contract.
2	SDS Provider detailed IFC design development may produce additional diversions over and above the Preliminary and C4 Approval Pending drawings; consequently there may be an increase in the current scope of work anticipated at this stage.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
3	Of the assessed 1,250 IFC Utility design drawings, including composite drawings required for the MUDFA Works 157 No. have been provided for completed and current Worksite and 17 No. have been provided for review purposes. These design details, 174 No. in total, have been adopted in preparation of the Revision 06 Programme. The balance, 1,076 No (86%) in total, have been assessed on the first generation preliminary designs issued by tie Limited to AMIS MUDFA in late October 2006; these drawings were predominately dated August 2006 and have not developed significantly in technical detail terms, hence the request to produce thumbnail sketches.	Both the Tender documentation and Contract documentation contemplate 100% of IFC designs and design related information complete by 21 st December 2006. As Revision 06 of the programme is predicated upon Preliminary drawings this represents a fundamental departure from the Contract.
4	In recognition of items 1 and 3 above the procurement risks and dependencies, to support Construction Services are not reflected on the Programme. It has been assumed tie Limited shall approve the AMIS MUDFA proposal for the purchase of buffer stock set out under letter Ref; AMIS/tie/letter/KAG/Projects/341 dated 7 th August 2007. The procurement and/or committed cost of all material, logistic support and the like in advance of a Work Order Confirmation Notice from tie Limited shall be at the commercial risk of tie Limited, under an agreed instruction, with due diligence being exercised by AMIS MUDFA.	Both the Tender documentation and Contract documentation contemplate 100% of IFC designs and design related information complete by 21 st December 2006. As Revision 06 of the programme is predicated upon Preliminary drawings this represents a fundamental departure from the Contract. Risk Mitigation strategy proposed by AMIS MUDFA to safeguard Construction Services with no response from tie Limited after a delay of approaching nineteen weeks.

**MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Programme Notes and Assumptions**

ID	Note / Assumption ; 30 th November 2007	AMIS MUDFA Response
5	<p>AMIS MUDFA has assumed that the tie Limited / Statutory Utility Company Agreements support the Programme, i.e. through the provision of appropriate support, resources, approvals, technical input and the like, according to the demarcation schedule; as formalised under letter Ref; AMIS/tie/letter/KAG/Projects/610 dated 20th November 2007.</p>	<p>Both the Tender documentation and Contract documentation contemplate 100% of IFC designs and design related information complete by 21st December 2006.</p> <p>As Revision 06 of the programme is predicated upon Preliminary drawings this represents a fundamental departure from the Contract.</p> <p>This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.</p>
6	<p>AMIS MUDFA has assumed that tie Limited secure the necessary Statutory Utility Company C4 approvals of SDS Provider detailed utility designs, in accordance with the dates set out in the Programme and that the delays reported within the MUDFA Utilities Sub-Committee Report for September 2007 are redressed for programme compliance.</p>	<p>This is a MUDFA risk, owned by tie Limited, that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.</p>
7	<p>No allowance or provision has been made for any other Non-MUDFA works or services being undertaken by Statutory Utility Companies or any other third party such that the AMIS MUDFA progress contemplated in the Programme is constrained.</p>	<p>This is a MUDFA risk, owned by tie Limited, that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.</p>
8	<p>In recognition of items 1 and 3 above the construction durations have been derived from the single utility quantities set out in the tie Limited Anticipated Final Account; letter Ref; AMIS/tie/letter/KAG/Projects/523 dated 19th October 2007 refers.</p> <p>Consolidated average outputs per linear meter and traffic management arrangements have been derived from those established within the contractual framework, specifically Schedule Four and Schedule Eight.</p>	<p>Both the Tender documentation and Contract documentation contemplate 100% of IFC designs and design related information complete by 21st December 2006.</p> <p>As Revision 06 of the programme is predicated upon Preliminary drawings this represents a fundamental departure from the Contract.</p> <p>This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.</p>

**MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Programme Notes and Assumptions**

ID	Note / Assumption ; 30 th November 2007	AMIS MUDFA Response
9	In recognition of items 1 and 3 above no consideration has been given to the availability of any specialist plant, equipment or sub-contractors at this time.	See comments under items 1 and 3 above.
10	Maintaining business and retail centre critical power supplies have not been considered in full at this stage in the planning development phase.	<p>Both the Tender documentation and Contract documentation contemplate 100% of IFC designs and design related information complete by 21st December 2006.</p> <p>As Revision 06 of the programme is predicated upon Preliminary drawings this represents a fundamental departure from the Contract.</p> <p>This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.</p>
11	Statutory Utility Company regulatory requirement to capture betterment has not been included in the development of the Programme and will be considered only under Clause 46.	This is a MUDFA risk, owned by tie Limited that needs to be addressed through tie Limited Risk Management / Mitigation controls and/or strategies.
12	tie Limited to provide AMIS MUDFA with traffic light designs, wiring schematics, phase schedules and all associated documentation in relation to any temporary or permanent modifications to traffic management infrastructure necessitated to support the Programme requirements.	<p>Both the Tender documentation and Contract documentation contemplate the TTM Designs and TTRO process being complete by 9th January 2007.</p> <p>As Revision 06 of the programme is predicated upon Preliminary drawings this represents a fundamental departure from the Contract.</p> <p>This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.</p>
13	<p>No consideration has been given to the impact of the Schedule 13 Requirements on Construction Services.</p> <p>Particular concerns relates to British Airports Authority (BAA) / Edinburgh Airports Limited and Stakis Hotels in relation to Sections 7A and 7B due to the pending programme requirements.</p>	Agreed as a Change event under Clause 46.

**MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Programme Notes and Assumptions**

ID	Note / Assumption ; 30 th November 2007	AMIS MUDFA Response
14	In recognition of items 1 & 3 above service/supply maintenance or replacement has not been allowed in the planning development, i.e. if the main is to be replaced by the MUDFA Contractor and regulations require branches from that section of main to be replaced, i.e. lead pipe upgrade and gas/metal plastic upgrade, no provision has been included within the Programme at Revision 06.	Agreed as a Change event under Clause 46. This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
15	No consideration has been given to any divergence with the provisions and basis of the Addendum to Preambles within Schedule Four, i.e. CARP Part 10, Miscellaneous Matters, items 1 to 4 inclusive and 5.1 to 5.10 inclusive.	Agreed as a Change event under Clause 46. This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
16	<p>Work site activities and durations are based on five (5 No.) working days, comprising 40 hours per week for operatives and staff, as contemplated within Schedule Four rates and prices.</p> <p>Disruptive, extended and/or accelerated working has not been considered and is not viewed as appropriate.</p>	No change from the terms and conditions of the Contract.
17	St. Andrews Square is no longer closed off. The programme contemplates, as requested by tie Limited, two lanes of traffic flowing either side of the square at all times. AMIS MUDFA has assumed that the scheduled works at St. Andrews Square, by others (CEC nominated Contractor) will have no impact on the MUDFA Works, or programme requirements.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
18	The programme does not take cognisance of the interfaces and/or dependencies associated with the INFRACO Contractor and/or TRAMCO service provider.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
19	No allowance made, to the Worksite durations / dependencies for the impact of Prime Cost and Provisional Sums not subject to a formal Work Order from tie Limited as at 29 th November 2007.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
20	Durations and sequences for Leith Walk are based on the tie Limited sponsored Stakeholder requests.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.

**MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Programme Notes and Assumptions**

ID	Note / Assumption ; 30 th November 2007	AMIS MUDFA Response
21	AMIS MUDFA shall use their best endeavours to mobilise all resources in recognition of the demands and requirements of the Programme; any abortive costs associated with the unproductive and inefficient allocation of these resources, including the consequential relocation and/or redeployment costs will be consistently underwritten by tie Limited.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
22	No consideration given to benefits derived from Value Engineering / Risk and Trade Off Proposals and the like, with the exception of Section 6, 7A and 7B.	Statement of agreed basis.
23	No consideration given to Morrison Street or activities other than Utility diversions at Gogarburn Depot Advance Works.	Statement of agreed basis.
24	The Programme will be adopted as a basis for the management and application of the Commercial Agreement and MUDFA Contractor Incentivisation Proposal currently under review between the parties.	Statement of agreed basis.
25	The tie Limited and Stakeholder Constraints are considered to be in excess of the Schedule Eight Programme, including sequence, duration, mobilisations and demobilisations.	Clause 46 event, notified in the first instance under letter Ref; AMIS/tie/letter/KAG/Projects/155 dated 3 rd April 2007. Agreed as escalated to Messrs Bell and Hudson on 12 th December 2007.
26	Traffic Management and Opening Notices are to be raised on issue of C4 drawings, by tie Limited, in accordance with the durations set out in the Programme and at no risk to AMIS MUDFA should late and/or changes in design detail require Traffic Management Plan modification.	This is a MUDFA risk, owned by tie Limited that is being addressed in the first instance through an agreed tie Limited led and sponsored Risk Management / Mitigation controls strategy.
27	The Programme assumes horizontal and vertical alignment for Sections 7A and 7B are correctly established; Risk and Trade Off dependent; criticality will be addressed by tie Limited and yield 50% / 50% gainshare opportunities.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
28	AMIS require all SDS Provider Planning data in P3/P5 format; including programme logic, key deliverable dates and latest forecast dates, all updated weekly.	Statement of agreed basis.

**MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Programme Notes and Assumptions**

ID	Note / Assumption ; 30 th November 2007	AMIS MUDFA Response
29	SDS Provider utility IFC designs and design related information, in terms of accuracy and schedule adherence, will serve Construction Services in a consistent and robust fashion, all requiring virtually no re-work by AMIS MUDFA.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
30	Resolution of all Technical Queries shall be resolved in a timely and consistent manner, which adequately serves Construction Services; i.e. distributed on a daily basis following formal request.	This is a MUDFA risk, owned by tie Limited that needs to be addressed in the first instance through robust IFC designs and subsequently through tie Limited Risk Management / Mitigation controls and/or strategies.
31	Issues pertaining to the Longstop Date, Time for Completion, Extension of Time for Completion, together with Liquidated and Ascertained Damages, as detailed in letter Ref; AMIS/tie/letter/KAG/Projects/353 dated 8 th August 2007 shall be addressed by tie Limited following agreement of the Programme in accordance with the provisions of the MUDFA terms and conditions accordingly.	MUDFA Contractor entitlement.
32	AMIS MUDFA will endeavour to seek and implement 'left shift' and schedule compliance initiatives to safeguard the tie Limited dependencies; and	AMIS MUDFA statement of intent.
33	The logic associated with the City Centre works is predicated upon the attached Appendix 'A' and the following Assumptions / Pre-Requisites:-	See comments under (i) to (xii) below.
i	Princes Street Crossings and linear runs; all traffic Management approvals and permits to be in place prior to Christmas closedown on 21 st December 2007. Central reservation removal, including the works cancelled for the week commencing 3 rd December 2007 to be rescheduled and completed prior to linear works commencing. The programme as submitted contemplates this work being completed by the 7 th December 2007, as per the approved Access Permit.	tie Limited action to support and safeguard schedule adherence.
ii	St Andrews Square Enabling works; work specification and scope of works to be issued by tie Limited, together with Traffic Management approvals by 10 th December 2007, for AMIS MUDFA pricing, which is to include the new traffic signal designs required at the junction of North St. Andrews Street and York Place.	tie Limited action to support and safeguard schedule adherence.

**MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Programme Notes and Assumptions**

ID	Note / Assumption ; 30 th November 2007	AMIS MUDFA Response
iii	St Davids Street Enabling works; to be completed by others, under the direction and control of tie Limited. In the event tie Limited wish AMIS MUDFA to complete these works, work specification and scope of works (to include road pavement designs, levels, drainage details, signage, traffic signals, markings and the like) to be issued by tie Limited, together with Traffic Management approvals by 10 th December 2007.	tie Limited action to support and safeguard schedule adherence.
iv	St Andrews Square BT (MUDFA); all traffic Management approvals and permits to be in place by 21 st December 2007, with all remaining trial holes to be undertaken first, including those originally planned to be undertaken between the 3 rd and 7 th December 2007.	tie Limited action to support and safeguard schedule adherence.
v	St Andrews Square BT (MUDFA); IFC designs to be reviewed by SDS Provider and tie Limited to take account of the survey information received from the trial holes undertaken to date, noting the majority of the trial hole survey cards indicate there is no space available to undertake the works reflected in the current IFC Designs.	tie Limited action and or risk management workshop required to support and safeguard schedule adherence.
vi	Frederick Street Enabling works; work specification/scope of works to be issued by tie Limited, together with Traffic Management approvals by 10 th December 2007, for AMIS MUDFA pricing; this is to include the new traffic signals and pedestrian crossing designs.	tie Limited action to support and safeguard schedule adherence.
vii	The Mound; all Traffic Management approvals and permits to be in place by 21 st Dec.07. Princes Street, central reservation to be removed and Frederick Street re-opened. New traffic signals to be installed at Hanover Street, Frederick Street, George Street & St. Andrews Square and modifications to existing traffic signals at Waverly Bridge / Princes Street Junction & Market Street / North Bank Street Junction, together with enabling works at Market Street. AMIS MUDFA has made no allowance for demobilisation of the Mound Construction Sites during the August 2008 embargo.	tie Limited action to support and safeguard schedule adherence.
viii	<p>Lothian Road and Shandwick Place Enabling Works:</p> <ul style="list-style-type: none"> • Charlotte Square Modifications; • Removal of parking on George Street; • Hope Street modifications; • Various one way systems to be revoked in support of the Wider Area Diversion Strategy; & • Access to Crescent from William Street to be re- 	tie Limited action to support and safeguard schedule adherence.

**MUDFA Works - tie Limited and Stakeholder Imposed Programme (Rev. 06 Final);
Programme Notes and Assumptions**

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ID	Note / Assumption ; 30 th November 2007	AMIS MUDFA Response
	Work specification and scope of works to be issued by tie Limited, together with Traffic Management approvals by 10 th December 2007, for AMIS MUDFA pricing; this is to include the new traffic signals and pedestrian crossing designs.	
ix	Lothian Road Junction / Shandwick Place (MUDFA Diversions); all traffic Management approvals and permits to be issued by tie Limited by 21 st December 2007.	tie Limited action to support and safeguard schedule adherence.
x	St. Andrews Square (MUDFA); AMIS MUDFA have assumed that the St. Davids Street works will be completed by others and that the four lane traffic flow can be diverted to St. Davids Street allowing St. Andrews side of the Square to be closed to all traffic giving sole access to AMIS MUDFA to undertake the Utility Diversions.	tie Limited action to support and safeguard schedule adherence.
xi	Canning Street to Haymarket; AMIS MUDFA assume trial holes can be undertaken at this Section in parallel with the Chandwick Place MUDFA works.	tie Limited action to support and safeguard schedule adherence.
xii	Canning St to Haymarket; all traffic diversions and approvals to be sought by tie Limited.	tie Limited action to support and safeguard schedule adherence.

***** Notes and Assumptions End *****