Hg Consulting

Edinburgh Trams

Report on Progress since **Completion of Heads of Terms** to 8th April 2011







Prepared by:

Colin Smith FRICS MAPM Hg Consulting (Scotland) Limited 20 Lynedoch Crescent Glasgow G3 6EQ

Tel:

Fax:



Email: csmith@hg-group.co.uk

Reviewed by:

Martin Foerder / Alfred Brandenburger Bilfinger Berger Siemens 9 Lochside Avenue Edinburgh **EHI2 9DJ**

Email: Martin.Foerder@civil.bilfinger.co.uk Alfred.Brandenburger@siemens.com

Document 2 of 2 **Appendices**

EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8TH APRIL 2011

Appendix I - Heads of Terms (CEC, BBS, TIE)



EDINBURGH TRAMS PROJECT

HEADS OF TERMS FOLLOWING MEDIATION - MARCH 2011

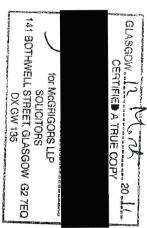
AGREED BY

CITY OF EDINBURGH COUNCIL

TIE LIMITED

BILFINGER BERGER CIVIL UK LIMITED AND SIEMENS PLC

(the "parties")



1. PREAMBLE

- 1.1 The parties have participated in a mediation with Mr Michael Shane, Mediator, on 8-12 March 2011, in order to resolve disputes and differences arising from the Edinburgh Tram Project. The parties have reached agreement on certain matters which are recorded in these Heads of Terms;
- These Heads of Terms reflect the "ETN Mediation Without Prejudice Mar Hall Agreed Key Points of Principle" statement signed by the parties, the Mediator and CAF on 10 March 2011 at Mar Hall, Bishopton (the "Mar Hall Principles") which are incorporated herein; and
- 1.3 These Heads of Terms are non-binding and subject to Contract.

2. **DEFINITIONS**

2.1 Unless otherwise specified capitalised terms referred to herein have the meaning set out in the contract entered into between tie, Bilfinger Berger Civil UK Limited and Siemens plc dated 14 May 2008 in relation to Edinburgh Tram Network, as amended by Minute of Variation between the parties dated 14 May 2008, the Princes Street Supplemental Agreement entered into between the parties in March 2009 and reexecuted on 29 May 2009, a Minute of Variation between the parties dated 3 June 2009 and a Minute of Variation between the parties dated 23 April 2010 (such contract as so amended being referred to herein as the "Infraco Contract").

GENERAL

- The Infraco Contract shall not be amended and shall remain in force save as amended by the minutes of agreement to be entered into between the parties to give effect to these Heads of Terms and the principles herein.
- The parties shall agree all amendments to the Infraco Contract, the Tram Supply Agreement and Tram Maintenance Agreement and any other documents which are necessary in order to implement these Heads of Terms on or before 1 July 2011.

4. PARTIES

4.1 On or before 15 April 2011 the parties will agree: (a) changes to their respective management teams and working practices; and (b) the basis for carrying out the Prioritised Works.

20\23883414.1\FJM

5. SCOPE

- 5.1 Infraco shall not be required to carry out further Infraco Works related to the section St Andrew Square to Newhaven except as provided for below.
- The Infraco shall complete the integrated Design from Airport to Newhaven (Phase 1A) to meet the Employer's Requirements.
- 5.3 The Infraco will supply to CEC materials and equipment in relation to systems and trackwork for the section St Andrew Square to Newhaven and the parties shall agree a supply and payment schedule.
- The Infraco Works from Haymarket to St Andrew Square shall be defined as the On-Street Works and shall be agreed between the parties, tie shall take the risk relating to all utility diversion works required to complete the On-Street Works.
- The remaining Infraco Works from the Airport to Haymarket shall be defined as the Off-Street Works including the enabling works to be performed at Lindsay Road Retaining Wall, Lindsay Road Iowering and the civil works at Tower Place Bridge including rail installation.
- The works at the Depot (including depot access), mini-test track (to be defined by agreement), Haymarket Yards, Princes Street Remedial Works (to be agreed) and any other works agreed by the parties shall be defined as the Prioritised Works and form part of the Off-Street Works.
- 5.7 The Employer's Requirements shall be amended to reflect the revised scope.

6. PRICE

- The Total Price for the Infraco Works other than the On-Street Works shall be the sum of THREE HUNDRED AND SIXTY TWO MILLION FIVE HUNDRED THOUSAND POUNDS (£362,500,000.00) and shall relate only to the Off-Street Works. The price for the On-Street Works shall be dealt with in accordance with clause 6.3.
- 6.2 An additional price and any programme changes will be agreed in respect of the carrying out of the Edinburgh Gateway Interchange enabling works and added to the Total Price.
- 6.3 The On-Street Works will be paid for on a Target Sum basis. A Target Sum of £39 million is proposed. The mechanism for calculating and amending the Target Sum will be agreed.
- 6.4 A revised, simplified milestone payment schedule shall be agreed.
- 6.5 Infraco shall procure that the current parent company guarantees, performance bonds and retention bonds will be retained at the presently required levels for the Off-Street Works.

7. **FUNDING**

- 7.1 The parties acknowledge that tie will require additional funding for works beyond the Prioritised Works. CEC shall use reasonable endeavours to obtain such additional funding.
- 7.2 Unless CEC confirms to Infraco's reasonable satisfaction that sufficient funding is available to meet its obligations under the Infraco Contract, as amended by these Heads of Terms, the Infraco Contract shall automatically terminate at 5pm on 1 September 2011 (the "Funding Deadline").

7.3 Upon automatic termination, the parties shall have no rights or obligations in respect of future performance save as provided for in clause 94.6 of the Infraco Contract. CEC/tie will make payment to Infraco of the sum to be agreed by 1 July 2011 which shall include a payment in respect of all materials (whether acquired or contracted to be acquired to date) by Infraco. The parties shall agree the position regarding Bonds and Guarantees procured or provided by Infraco and its parent companies.

8. TIME

- The programme and Sectional Completion Dates for the On-Street Works and the Off-Street Works shall be agreed between the parties to provide an optimum programme. The intention is to have a single commissioning date for Airport to St Andrew Square. With regard to the key date for commissioning of the mini test track and Depot (including access) and all ancillary works the parties shall use reasonable endeavours to procure that this shall be 15 October 2011.
- 8.2 The definition of each Section will be amended to remove any conditions associated with the Tram supply.
- 8.3 The Programme shall be amended to reflect these Heads of Terms.
- Infraco shall commence the Prioritised Works on or before 1 May 2011 subject to (a) all relevant approvals having been given by CEC and other Third parties and (b) a minute of agreement being entered into between the parties in respect of the Prioritised Works on an agreed basis. The parties will enter into an additional minute of agreement in respect of the Off-Street Works (other than the Prioritised Works) and the On-Street Works not later than 1 July 2011. These minutes of agreement will be prepared by the legal advisers to tie/CEC for review and agreement by the legal advisers to Infraco and the Infraco Members. Infraco shall not carry out any works other than the Prioritised Works without tie/CEC agreement prior to Funding Deadline referred to above. In the event that the parties do not enter into these minutes of agreement prior to 1 July 2011 the parties shall discuss project separation.
- 8.5 tie shall procure that all permits and access are given timeously to permit Infraco to work in accordance with the agreed amended programme.

9. CLAUSE 80, CLAUSE 65 AND SCHEDULE PART 4

9.1 The parties shall agree amendments to Clause 65, Clause 80 and Schedule Part 4 to give effect to the principles of these Heads of Terms including the Mar Hall Principles.

10. CAF

- The Tram Supply Agreement and Tram Maintenance Agreement shall be novated from Infraco to tie on terms to be agreed. These Heads of Terms are conditional upon (i) heads of terms being entered into between tie and CAF in respect of this novation and (ii) heads of terms being entered into between CAF and Infraco on or before 31 March 2011.
- 10.2 Liquidated and ascertained damages in respect of the delivery and commissioning of Trams shall be removed from the Infraco Contract.
- The Infraco Contract and ancillary documents shall be amended to remove all rights and obligations relating to the supply and maintenance of trams. Interfaces between Infraco, Infraco Members, tie and CAF in relation to completion, delivery, commissioning and integration of the Trams shall be agreed.

11. DESIGN AND APPROVALS

- 11.1 CEC shall procure that CEC Roads Department shall meet with Infraco and its designers in order to agree and resolve all outstanding, Technical Informatives and critical issues with the design within 1 month of the date of execution of the Heads of Terms.
- 11.2 CEC shall procure that CEC Planning Department shall notify Infraco of all outstanding issues which preclude discharge of Planning Informatives within 3 weeks of the date of execution of the Heads of Terms.
- Infraco shall "self-certify" the civils and systems technical Design and tie shall have no right or obligation to review and/or approve the civils and systems Design.
- Any remaining unresolved issues in respect of Approvals shall be dealt with at a meeting of senior representatives from CEC and Infraco on 7 April 2011.
- The parties shall work together to ensure that the statutory approvals for the On-Street Works are obtained before 1 September 2011.

12. EXISTING REMEDIABLE TERMINATION NOTICES AND UNDERPERFORMANCE WARNING NOTICES

- The parties agree that tie/CEC will not terminate the Infraco Contract on the basis of any Remediable Termination Notices and/or Underperformance Warning Notices served prior to the date of execution of these Heads of Terms and that all existing claims and further claims by Infraco will not be prosecuted subject to parties agreeing amendments to the Infraco Contract in accordance with clause 3.2 before 1 July 2011.
- 12.2 Tie/CEC agree it shall not seek to recover liquidated and ascertained damages in respect of any delay in achieving the Planned Sectional Completion Dates in the Infraco Contract as unamended.

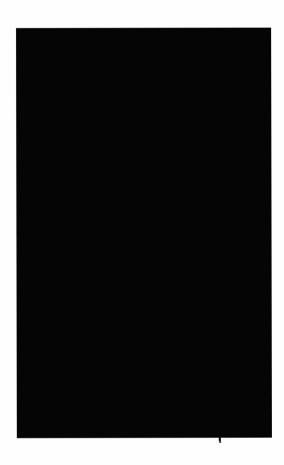
13. **COMMUNICATION**

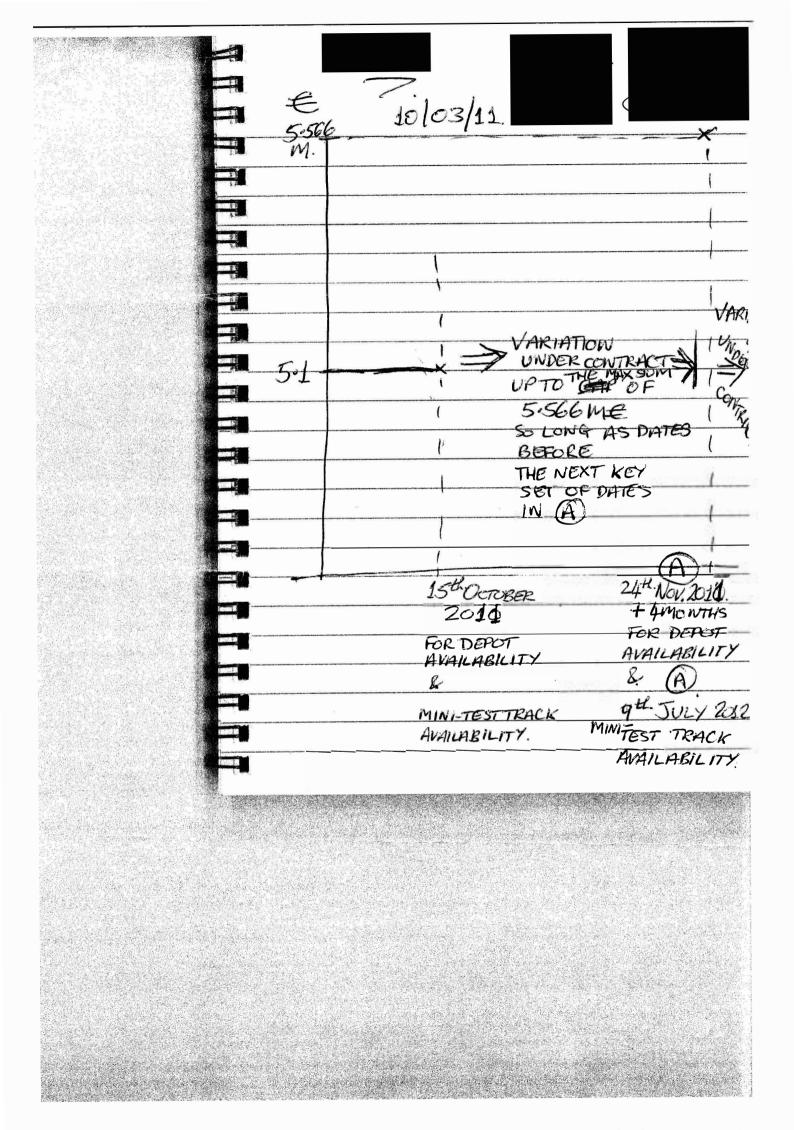
- 13.1 There will be a substantive cultural shift in the behaviour of all parties including interaction, co-location and empowerment.
- A Joint Communications Protocol will be established with immediate effect to cover all external communications by the parties in respect of the Edinburgh Tram Project.

14. OTHERS

- 14.1 Each of the Infraco Members will be entitled to enter into its own Key Subcontracts. There will be no requirement for all the Infraco Members to be a party to the Key Subcontracts. No restriction shall be placed on the management of Key Sub-Contractors and the replacement of them.
- The parties shall agree a variation to the Infraco Contract via the minute of agreement to be entered into on or before 15 April 2011 to address any potential procurement challenge or other challenge to the validity of any agreement entered into by the parties to implement these Heads of Terms pursuant to the Remedies Directive or any other public procurement laws.
- 14.3 The parties shall bear their own professional and other costs and expenses associated with these Heads of Terms.
- 14.4 No announcement (whether internal or external) or press communication or release of information concerning these Heads of Terms shall be made by any Party other than

- as agreed between all the parties in accordance with the confidentiality agreement signed by the parties and their representatives at Mar Hall on Tuesday 8 March 2011.
- The parties acknowledge that these Heads of Terms reflect their present intentions in relation to the matters set out herein, but except for this paragraph, paragraphs 14.3 and 14.4 above and paragraph 14.6 below, these Heads of Terms shall not be legally binding on the parties.
- These Heads of Terms shall be governed and construed in accordance with Scots law. Each Party hereby irrevocably submits to the exclusive jurisdiction of the Court of Session as regards any claim, dispute or matter arising out of or in connection with these Heads of Terms and their implementation and effect.





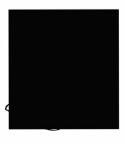
CAF: Richard Garner, Antonio Campos

Tie Ltd: Richard Jeffery, Vic Emery,

Note taker: Ritchie Somerville

- 1. **Contractual Relationships**: Both parties to instruct lawyers that they want to novate, or similar mechanism, and not renegotiate, the contract.
- 2. **Date of Novation**: All agreements have to happen simultaneously, on the 1 July or as agreed, in a tripartite agreement.
- 3. Payment mechanics for lump sum payment: Payment of €5.1M is at signature of novation, 1 July 2011 or date as arises. Additional payments after 15th October due to delay would be paid as per Marr Hall agreement on the basis of a straight line relationship, and would be paid at delivery date of the depot and mini test track and earlier if agreed.
- 4. **Reliability and performance bond:** Mechanism to be agreed to ensure that trams are always covered by bonds as per contract, and on number of trams to be agreed. Croydon arrangement needs to be subject to separate discussion.
- 5. **Tram Integration**: CAF obligation is to provide trams to meet the employer's requirements. Siemens have responsibility for integration for the total system. Consortium Exit Agreement to be clear that Siemens take the integration of tram into overall system risk: to be visible to all. CAF/Tie agreement notes that this is a Siemens risk, tie held harmless.
- 6. **Liquidated Damages**: Agreed. Post Novation, failure to meet the dates in the Novation agreement by CAF would be subject to liquidated damages.
- 7. **Payment during Commissioning**: Full Vehicle Commissioning Payments will be made upon satisfactory completion of commission to the extent possible on the mini test track.
- 8. CEC to guarantee: agreed
- 9. Excess Trams: Subject to agreement on terms, prior to signature of Minute of Agreement, reasonable costs for modification of Tram, external costs to CAF arising from lease/sale negotiations, are not due on CAF.
- 10. **EU procurement rules**: Both parties agree to remain silent on this. Item to be removed
- 11. **Funding**: Both parties agree to remain silent on this. Item to be removed.

Wednesday, 30 March 2011 2:57 PM





EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8TH APRIL 2011

Appendix 2 - Draft Minute of Variation as at 5th April 2011

Draft 4: 29.03.11 (BBS Discussion Draft)

MINUTE OF VARIATION TO THE INFRACO CONTRACT

among

(1) tie LIMITED

and

(2) BILFINGER BERGER CIVIL UK LIMITED

and

(3) SIEMENS plc

and

(4) CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES S.A.

in respect of the PRIORITISED WORKS on the EDINBURGH TRAM NETWORK

MINUTE OF VARIATION

among

- (1) **tie LIMITED** (company number SC230949), whose registered office is at City Chambers, High Street, Edinburgh, Midlothian, EH1 1YJ ("tie") which expression shall include its personal representatives, successors, permitted assignees and transferees;
- (2) **BILFINGER BERGER CIVIL UK LIMITED**, a company incorporated in England and Wales under number 02418086 and having its registered office at 3rd Floor Braywick Gate, Braywick Road, Maidenhead, Berkshire SL6 1DA ("**BBUK**") which expression shall include its personal representatives, successors, permitted assignees and transferees;
- (3) SIEMENS PLC, a company incorporated in England and Wales under number 00727817 and having its registered office at Faraday House, Sir William Siemens Square, Frimley, Camberley, Surrey, GU16 8QD ("Siemens") which expression shall includes its personal representatives, successors, permitted assignees and transferees; and
- (4) CONSTRUCCIONES Y AUXILIAR DE FERROCARRILES S.A., a company registered in Spain and having its registered office at J. M. Iturrioz 26, 20200 Beasain, Spain ("CAF") which expression shall include its personal representatives, successors, permitted assignees and transferees,
 - (2), (3) and (4) together the "Infraco".

BACKGROUND

- A tie and Infraco entered into a contract on 14 May 2008 under which Infraco was appointed to carry out and/or manage the design, construction, installation, commissioning, tram procurement, system integration, infrastructure maintenance, tram maintenance and supply of related equipment and materials, trams and related infrastructure in respect of the Edinburgh Tram Network (such contract, amended as detailed below, is herein after referred to as the "Infraco Contract").
- B By an agreement in writing dated 13 May 2008 ("Tram Supply Agreement") tie appointed CAF to design, manufacture and supply 27 Trams and to supply documentation and associated equipment in connection with the Edinburgh Tram Network.
- C By a Minute of Variation in writing dated 14 May 2008, tie, BBUK, Siemens and CAF agreed that CAF would become a party to the Infraco Contract.
- D By an agreement in writing dated 14 May 2008 ("Novation of Tram Supply Agreement") tie and Infraco agreed, with the consent of the Tram Supplier, that Infraco would take over the rights and liabilities of the "Client" (as defined in the Tram Supply Agreement) under the Tram Supply Agreement.
- E The Infraco Contract was amended by the Princes Street Supplemental Agreement entered into between the Parties in March 2009 and re-executed on 29 May 2009, a Minute of Variation between the Parties dated 3 June 2009 and a Minute of Variation between the Parties dated 23 April 2010.
- Following a mediation between the Parties which took place at Mar Hall between 8 and 12 March 2011, tie and Infraco have agreed to vary the Infraco Contract to the extent specifically set out in this Minute of Variation to give effect to the Prioritised Works.

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions given in the recitals to this Minute of Variation apply to this Minute of Variation.
- 1.2 In the context of this Minute of Variation where the Infraco Contract has defined a meaning to any capitalised word or expression used in this Minute of Variation, the same meaning shall be given to it in this Minute of Variation, except as follows:

"CEC" means the City of Edinburgh Council;

"Certificate 1 - First Materials and Equipment and First Mobilisation" means the certificate to be issued by the Certifier in accordance with Clause 6 (Certificate 1 - First Materials and Equipment and First Mobilisation);

"Certificate 2 - Second Mobilisation" means the conditional certificate to be issued by the Certifier in accordance with Clause 7 (Certificate 2 - Second Mobilisation);

"Certificate 3 (A, B & C) - Second Materials and Equipment" means the conditional certificates to be issued by the Certifier in accordance with Clause 8 (Certificate 3 (A, B & C) - Second Materials and Equipment);

"Certifier" means the person appointed pursuant to the Certifier Agreement;

"Certifier Agreement" means the agreement between [], CEC, tie and Infraco for the certification of completion of the Prioritised Works and amounts payable under this Minute of Variation; [Note: Certifier to be appointed and paid for by CEC. Certifier Agreement to provide that Certifier will be impartial, provide a duty of care to Infraco.]

"Communications Protocol" means the communications protocol set out in Schedule Part 4 (Communications Protocol);

"Heads of Terms" means the heads of terms signed by tie, CEC, BBUK and Siemens in Glasgow on Saturday 12 March 2011;

"Infraco Works Recommencement Date" means 2 September 2011 subject to the Parties entering into an additional Minute of Variation as per the Heads of Terms on or before 1 July 2011.;

"Materials and Equipment" means the materials and equipment listed in Schedule Part 2 (Materials and Equipment);

"Off-Street Works" means that part of the Infraco Works from the Airport to Haymarket (chainage 712,579.5 to 200,000), including the enabling works to be performed at Lindsay Road Retaining Wall (at outbound chainages W1A 100,168 to 100,404; W1B 100,225 to 100,266, W1C 100,387 to 100,412 and W1D 100,467 to 100,478), Lindsay Road lowering (outbound chainage 100,230 to 100,560 and Lindsay Road LOD at east end) and the civil works at Tower Place Bridge (outbound chainage 101,430 to inbound chainage 101,517) including rail installation;

["On-Street Works" means that part of the Infraco Works from Haymarket to York Place (chainage 200,000 to 120,650), other than in respect of any Utilities diversion works;]

"Fixed Sum Prioritised Works Price" means the price for carrying out the Fixed Sum Prioritised Works set out in Schedule Part 1 (Scope, Programme and Pricing of the Prioritised Works);

"Fixed Sum Prioritised Works Target Price" means the price for carrying out the Prioritised Works other than the Fixed Sum Prioritised Works;

"Fixed Sum Prioritised Works" means the Prioritised Works to which a Fixed Sum PrioritisedWorks Milestone applies;

"Prioritised Works" means that part of the Infraco Works comprising the Depot (excluding any works to the east of the Depot Access Bridge), Depot Access Bridge and Depot Access Road, mini test track, Haymarket Yards, A8 Underpass, Princes Street Remedial Works and any other works agreed by the Parties to comprise the Prioritised Works as more particularly described in the Scope. The Prioritised Works shall comprise part of the Off-Street Works and part of the On-Street Works;

"Prioritised Works Commencement Date" means the later of:

- (i) 3 May 2011; and
- ii) the date on which all of the following events have occurred:
- (a) Infraco receives the amount payable pursuant to Clause [] (Certificate 1 First Materials and Equipment and First Mobilisation);
- (b) A Mobilisation Certificate has been issued by tie pursuant to Clause [] (Certificate 2 Second Mobilisation);
- (c) All Consents required to start the Prioritised Works have been issued by tie or provided by the relevant Approval Body;
- (d) tie have provided, or procured, possession and/or access to all work areas required to carry out the Prioritised Works [in accordance with the Prioritised Works Programme]

"Fixed Sum Prioritised Works Milestone" means each of the milestones for payment set out in Schedule Part 1 (Scope, Programme and Pricing of Prioritised Works) identified as a Fixed Sum Prioritised Works Milestone;

"Fixed Sum Prioritised Works Target Milestone" means each of the milestones for payment set out in Schedule Part 1 (Scope, Programme and Pricing of Prioritised Works) identified as a Fixed Sum Prioritised Works Target Milestones;

"Prioritised Works Programme" means that part of the New Programme which relates to the Prioritised Works;

"New Programme" means the programme for the Infraco Works set out in Schedule Part 1 (Scope, Programme and Pricing of Prioritised Works);

"Schedule" means the Schedule in [] Parts annexed to this Minute of Variation;

"Scope" means the scope of the Prioritised Works set out in Schedule Part 1 (*Scope, Programme and Pricing of Prioritised Works*) identified by means of specific drawing and chainage numbers;

"Total Price" has the meaning given in the Heads of Terms;

"Valuation Certificate" has the meaning given in Clause 9 (Payment for the Prioritised Works);

"Valuation Dates" means the dates set out in Schedule Part 3 (Valuation Dates), and Valuation Date shall be construed accordingly; and

"Vesting Certificate" means a vesting certificate in a form agreed between the Parties.

- 1.3 Clause headings in this Minute of Variation are for the convenience of the Parties only and do not affect its interpretation.
- 1.4 Unless the context otherwise requires:
- 1.4.1 words importing gender include masculine, feminine and neuter;
- 1.4.2 the singular includes the plural, and vice versa; and
- 1.4.3 a reference to any Clause, Sub-Clause or Schedule is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause or schedule to this Minute of Variation and reference in any Schedule to any Part, Paragraph or Sub-Paragraph is, except where it is expressly stated to the contrary, a reference to such part, paragraph or sub-paragraph of that Schedule (as the case may be);

2 AMENDMENT OF THE INFRACO CONTRACT

- 2.1 The Parties hereby agree that the Infraco Contract is amended in accordance with the terms of and as required to implement this Minute of Variation.
- 2.2 The terms and conditions of this Minute of Variation, together with the Schedule, represent the entire agreement between the Parties relating to this variation of the Infraco Contract. Save as amended or dis-applied by this Minute of Variation, all the terms and conditions of the Infraco Contract remain in full force and effect.

3 APPLICATION OF THE INFRACO CONTRACT TO THE PRIORITISED WORKS

- 3.1 From the Prioritised Works Commencement Date the Prioritised Works will be carried out in accordance with the Infraco Contract as amended by the application of this Minute of Variation.
- 3.2 From the Prioritised Works Commencement Date until the Infraco Works
 Recommencement Date Infraco shall not carry out any Infraco Works other than the
 Prioritised Works. [Note: Any ongoing obligations in relation to the supply of trams
 to be identified. Payments to CAF to be understood. Will there be any payments to
 CAF during the Priorities Works Period]
- 3.3 Infraco shall from the date of this Minute of Variation self certify that the civils and systems and trackwork Design is in accordance with the Employer's Requirements. The self certification of the civils and systems and trackwork Design by Infraco:
- 3.3.1 entitles Infraco to commence the construction of the Prioritised Works to which it relates; and
- 3.3.2 replaces any requirement for tie's approval or review of the Design in the Infraco Contract.
- 3.4 For the avoidance of doubt, tie shall have no right or obligation to review and/or approve the civils and systems and trackwork Design and the Infraco shall be relieved of its obligations under Clause 10 and Schedule Part 14 of the Infraco Contract insofar as they relate to the civils and systems and trackwork Design by tie.
- 3.5 Infraco is not required to obtain any further Permits to Commence Works for any of the Prioritised Works subject to providing tie with such information as is reasonably required to allow tie to comply with the stakeholder notification requirements for which they are responsible.
- 4 SOLE ENTITLEMENT OF INFRACO TO PAYMENT, EXTENSIONS OF TIME OR OTHER RELIEF

Notwithstanding the terms of the Infraco Contract, the Parties have agreed that the Infraco's sole entitlement to payment, extension of time or other relief in respect of the Materials and Equipment, Mobilisation, Prioritised Works (including preliminaries in relation thereto) and the impact of the Materials and Equipment and Prioritised Works on the Infraco Works shall be as set out in this Minute of Variation.

5 AMENDMENT TO THE PROGRAMME

- 5.1 The Parties have agreed that from the Prioritised Works Commencement Date:
- 5.1.1 the New Programme shall be the Programme referred to in the Infraco Contract and the Planned Sectional Completion Dates and Planned Service Commencement Dates shall be amended to reflect the programme dates shown for sectional completion and service commencement in the New Programme; and
- 5.1.2 the Prioritised Works shall be carried out in accordance with the Prioritised Works Programme.
- 5.2 Any embargo on working as provided for in Schedule Part 3 (*Code of Construction Practice*) of the Infraco Contract shall not apply to the carrying out of the Prioritised Works to the extent it would be inconsistent with the Prioritised Works Programme.

6 CERTIFICATE 1 – FIRST MATERIALS AND EQUIPMENT AND FIRST MOBILISATION CERTIFICATE

- On 8 April 2011 the Certifier issued a certificate to Infraco and tie, entirely conditional upon the entering into of this Minute of Variation by the Parties on [15 April 2011], certifying payment of the agreed sum of £[] (payable as to £[] in respect of an agreed first mobilisation payment to BBUK and £[] in respect of an agreed first mobilisation payment to Siemens in respect of the transfer to CEC of ownership in and unencumbered title to such Materials and Equipment as the certificate relates. Such payment and transfer shall be made by tie and Infraco respectively on the later of (i) 21 April 2011 and (ii) the date of execution of this Minute of Variation.
- On the date that title to Materials and Equipment is transferred by Infraco to CEC pursuant to this Clause 6 or Clause 8 Infraco shall issue Vesting Certificates to CEC in respect of any Materials and Equipment which have not been delivered to the Depot or such other part of the Site where Infraco Works are being carried out.
- The Parties acknowledge that the Materials and Equipment, or any part thereof, supplied pursuant to this Clause 6 or Clause 8 may not be incorporated as part of the Infraco Works pursuant to the Infraco Contract.

7 CERTIFICATE 2 - SECOND MOBILISATION CERTIFICATE

On 3 May 2011 tie shall procure that the Certifier shall issue a certificate to Infraco and tie, certifying payment of the agreed sum of $\mathfrak{L}[$] (payable as to $\mathfrak{L}[$] to BBUK and $\mathfrak{L}[$] to Siemens, and payment shall be made by tie on the later of (i) 17 May 2011.

8 CERTIFICATES 3 (A, B & C) – SECOND MATERIALS AND EQUIPMENT

- 8.1 On 15 June 2011 tie shall procure that the Certifier issues a certificate (Certificate 3A) to [Infraco] and tie, certifying payment of the agreed sum of £[] (payable as to £[] to Siemens) in respect of an agreed second payment to Siemens in respect of the transfer to tie of ownership in and unencumbered title to such Materials and Equipment as the certificate relates, such payment and transfer shall be made by tie and Infraco respectively on 29 June 2011.
- 8.2 On 13 July 2011 tie shall procure that the Certifier issues a certificate (Certificate 3B) to [Infraco] and tie, certifying payment of the agreed sum of £[] (payable as to £[] to Siemens) in respect of an agreed third payment to Siemens in respect of the transfer to tie of ownership in and unencumbered title to such Materials and Equipment as the certificate relates, such payment and transfer shall be made by tie and Infraco respectively on 27 July 2011.
- 8.3 On 10 August 2011 tie shall procure that the Certifier issues a certificate (Certificate 3C) to [Infraco] and tie certifying payment of the agreed sum of £[] (payable as to £[] to Siemens) in respect of an agreed fourth payment to Siemens in respect of the transfer to tie of ownership in and unencumbered title to such Materials and Equipment as the certificate relates, such payment and transfer, shall be made by tie and Infraco respectively on 24 August 2011.

9 PAYMENT FOR THE PRIORITISED WORKS

- 9.1 Subject to the terms of this Minute of Variation tie shall pay the Fixed Sum Prioritised Works Price and the Fixed Sum Prioritised Works Target Price for the carrying out and completion of the Prioritised Works.
- 9.2 On each Valuation Date tie shall procure that the Certifier shall certify:
- 9.2.1 the completion of each Fixed Sum Prioritised Works Milestone which has been completed since the last Valuation Date; and
- 9.2.2 the completion of each Fixed Sum Prioritised Works Target Milestone which has been completed since the last Valuation Date

and the Certifier shall issue a certificate ("Valuation Certificate") to tie and Infraco certifying the same and the amount payable on completion of the Fixed Sum Prioritised Works Milestone and/or Fixed Sum Prioritised Works Target Milestone as set out in Schedule Part 1.

- 9.3 On receipt of a Valuation Certificate, Infraco shall submit a valid VAT invoice to tie and payment will become due to the Infraco on receipt by tie of such valid VAT invoice (the "Prioritised Works Payment Due Date"). The final date for payment by tie to the Infraco of a valid VAT invoice shall be the date occurring 14 calendar days after the Prioritised Works Payment Due Date.
- 9.4 A certificate issued by the Certifier under this Clause 9 shall be final and binding on the Parties except in the case of manifest error or fraud.
- 9.5 All sums expressed or referred to in this Minute of Variation and all sums due under certificates issued by the Certifier pursuant to this Minute of Variation are stated exclusive of Value Added Tax thereon. In addition to payments due under this Minute of Variation and such certificates tie shall in addition pay to the Infraco any Value Added Tax properly chargeable by Infraco thereon.
- 9.6 For the avoidance of doubt, where any Fixed Sum Prioritised Work Milestonesare in respect of preliminaries such Fixed Sum Prioritised Work Milestones shall be deemed to

be a time based payment and shall be certified for payment once the relevant time period has elapsed without the need for further valuation or substantiation.

10 TOTAL PRICE

- The Parties agree that the Fixed Sum Prioritised Work Price and all sums payable by tie pursuant to Clause 6, 7, and 8 of this Minute of Variation shall comprise part of the Total Price.
- The Parties agree that the Fixed Sum Prioritised Work Target Milestones shall comprise part of the Target Sum.
- tie acknowledges that to the extent that tie instigates any tie Change to the Prioritised Works or there is a Mandatory tie Change to the Prioritised Works any cost arising will be in addition to the Total Price or Target Sum included at paragraph 6.3 of the Heads of Terms [and that the valuation of any tie Change in these circumstances shall be in accordance with Clause 80.6 of the Infraco Contract.]

11 MAR HALL CONFIDENTIALITY AGREEMENT

The Parties acknowledge and agree to remain bound by the provisions of the Mar Hall Confidentiality Agreement entered into on behalf of each of them on 8 March 2011.

12 COMMUNICATIONS PROTOCOL

By their execution of this Minute of Variation the Parties agree to be bound by the Communications Protocol.

13 MORATORIUM

- 13.1 The Parties agree that provided amendments to the Infraco Contract to reflect the principles of the Heads of Terms are agreed by the Parties by or before 1 July 2011 that:
- 13.1.1 tie/CEC will not terminate the Infraco Contract on the basis of any Remediable Termination Notices and/or Underperformance Warning Notices served prior to 12 March 2011 or on any of the same grounds identified therein; and
- 13.1.2 all existing claims and further claims by Infraco under the Infraco Contract which relate to events which occurred prior to entering into of this Minute of Variation will not be prosecuted; and
- 13.1.3 tie/CEC shall not seek to recover liquidated and ascertained damages in respect of any delay in achieving the Planned Sectional Completion Dates in the Infraco Contract or the Agreed Tram Commissioning Dates in the Infraco Contract/Tram Supply Agreement.
- tie hereby waives its rights in relation to any claim against Infraco or any of the Infraco Members under the Infraco Contract which would not have arisen but for the entering into and implementation of this Minute of Variation.
- The Parties agree that all existing disputes notified by either Infraco or tie under the Dispute Resolution Procedure set out in Schedule Part 9 to the Infraco Contract shall be effectively stayed or "frozen" until the earlier of (a) 2 September 2011 and (b) 2 July 2011, where the Parties have failed to enter into a subsequent Minute of Variation by that date. At any time after the relevant date either Party shall be entitled to serve notice on the other of its intention to recommence any of the existing disputes, the dispute recommencing 7 calendar days following the service of such notice. Should this occur, the Parties agree that no issue

shall arise in relation to any failure by either Party to comply with the timescales set out in Schedule Part 9 of the Infraco Contract, during the period of suspension and/or as a consequence of this period of suspension provided always that the relevant period of suspension shall run up to the date the dispute recommences in accordance with this Clause 13.3.

14 KEY SUB-CONTRACTORS

- 14.1 Each Infraco Member may appoint Key Sub-Contractors to carry out part of the Infraco Works. The Parties acknowledge that there shall be no requirement for each Infraco Member to be a party to any sub-contract with any Key Sub-Contractor.
- 14.2 Each Infraco Member shall be free to choose the form of sub-contract to be entered into with each Key Sub-Contractor and tie/CEC shall have no entitlement to impose any restrictions on the management or replacement of the Key Sub-Contractors.

15 PRESERVATION OF RIGHTS

- 15.1 Subject to Clause 15.2 each Party preserves its rights and remedies in relation to any existing breach or other claim under the Infraco Contract as amended by this Minute of Variation as at the date of entering into this Minute of Variation (whether known or not at the date of execution of this Minute of Variation). The Parties further acknowledge that save to the extent varied by this Minute of Variation their respective rights and obligations in respect of the Infraco Works to the extent performed to date (other than works which will be remedied by the Princes Street Remedial Works forming part of the Prioritised Works) shall subsist.
- The Parties agree and acknowledge that the New Programme includes all extensions of time to which Infraco is or may have become entitled to under the Infraco Contract in relation to Compensation Events and/or Notified Departures which occurred prior to the signing of the Heads of Terms.

16 **DISPUTES**

The Parties agree that any dispute, difference or unresolved claim between the Parties in connection with or arising from this Minute of Variation shall be dealt with in accordance with the provisions set out in Schedule Part 9 (*Dispute Resolution Procedure*) of the Infraco Contract.

17 VARIATION

This Minute of Variation is a variation to the Infraco Contract for the purposes of Clause 108 (Variations to be in Writing) of the Infraco Contract.

18 LAW AND JURISDICTION

Clause 117 (Applicable Law) of the Infraco Contract applies.

IN WITNESS WHEREOF these presents on this and the preceding [] pages together with the Schedule in [] Parts and Appendix which are annexed and subscribed as relative hereto are executed as follows:

EXECUTED for and on behalf of tie LIMITED

at	
on April 2011 by:	
Authorised Signatory	
Full Name	
Witness Signature	
Full Name	
Address	
EXECUTED for and on behalf of BILFINGER CIVIL UK LIMITED	NGER
at	
on April 2011 by:	
Authorised Signatory	
Full Name	
Witness Signature	
Full Name	
Address	
EXECUTED for and on behalf of SIEME	ENS PLC
at	
on April 2011 by:	
Authorised Signatory	
Full Name	
Witness Signature	
Full Name	
Address	
EXECUTED for and on behalf of CONS Y AUXILIAR DE FERROCARRILES S.	
at	
on April 2011 by:	

9

C:\Documents and Settings\HgC Admin\My Documents\Projects\Edinburgh Trams - C11003\Progress Report Appendices\(2)

Minute of Variation to the Infraco ContractFINALCLEAN.doc 06 April 2011

Authorised Signatory		
Full Name	60	
Witness Signature		
Full Name		
Address		

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF VARIATION

PART 1

SCOPE, PROGRAMME AND PRICING OF PRIORITISED WORKS

PART 2

MATERIALS AND EQUIPMENT

PART 3

VALUATION DATES

PART 4

COMMUNICATIONS PROTOCOL

EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8TH APRIL 2011

Appendix 3 - Heads of Terms (Redacted) (CEC, CAF, TIE)

Confidential indicative non-binding draft Heads of Terms

Draft 4 31/03/11

Formatted: Spanish (Spain-Traditional

tie Limited ("tie")

and

Construcciones y Auxiliar de Ferrocarriles S.A. ("CAF")

Draft

HEADS OF TERMS

[] March 2011

INTRODUCTION

- A. The Parties have agreed to procure the novation by BBCUK and Siemens to tie of the Tram Supply Agreement ("TSA") and Tram Maintenance Agreement ("TMA") as amended in terms of these Heads of Terms and to this end the Parties have agreed to enter into such agreements as are necessary to give effect to these heads of terms including the schedule hereto ("Heads of Terms").
- these Heads of Terms set out the key commercial principles agreed between the Parties in respect of the novation;
- C. these Heads of Terms are indicative and non-binding only;
- D. save where otherwise defined in these Heads of Terms, defined terms used in these Heads of Terms including the Recitals and Schedule to these Heads of Terms have the meaning set out in the contract entered into between tie, Bilfinger Berger Civil UK Limited and Siemens plc dated 14 May 2008 in relation to the Edinburgh Tram Network, as amended by Minute of Variation between tie, BBCUK, Siemens and CAF dated 14 May 2008, the Princes Street Supplemental Agreement entered into between tie, BBCUK, Siemens and CAF in March 2009 and re-executed on 29 May 2009, a Minute of Variation between tie, BBCUK, Siemens and CAF dated 3 June 2009 and a Minute of Variation between tie, BBCUK, Siemens and CAF dated 23 April 2010 (such contract as so amended being referred to herein as the "Infraco Contract"); and
- E. the following defined terms shall have the meaning given in the TSA: "Employer's Requirements", "Performance Bond", "Reliability Bond" and "Tram Manufacturing and Delivery Programme" [Drafting Note: We are currently considering whether any other terms need to be defined by reference to the TSA/TMA rather than the Infraco Contract.].

1

PROJECT CONTRACT	HEADS OF TERMS		
SUBJECT MATTER	ECT MATTER AGREED POSITION		
Parties	the Parties to these Heads of Terms;		
1. Novation	The Parties agree to use reasonable endeavours to enter into novation agreements, or such other contractual arrangements as may be necessary to achieve effective contractual nexus between CAF and tie, novating and amending the ISA and TMA amending the Infraco Contract, TSA and TMA amending the Infraco Contract, TSA and the TMA and entering into such other agreements to amend related documents to give effect to these Heads of Terms on or before 1 July 2011 or such other date as may be agreed between the Parties.		
	Entry into the novation agreements and other agreements will be conditional upon (i) a variation to the Infraco Contract in terms acceptable to the Parties terminating the existing contractual relationship between tie and the Infraco insofar as it relates to the supply and maintenance of the Trams, and (ii) CAF being removed as a party to the Infraco Contract and related documents, ceasing to be a member of the Infraco consortium and the terms of related discharges, indemnities, performance bonds and other security documents being agreed; and (iii) satisfactory contractual arrangements being entered into amongst CEC, tie, BBCUK and Siemens to amend the Infraco Contract to reflect the Heads of Terms entered into between those parties on 12 March 2011, it being acknowledged that all those agreements and arrangements will be entered into on the same date, are interconditional and are subject to each such agreement and arrangement becoming unconditional.		
2 Fees, costs and expenses	The Parties shall each bear their own professional and other costs and expenses associated with these Heads of Terms.		
3. Announcements	No announcement (whether internal or external) or press communication or release of information concerning these Heads of Terms shall be made by either Party other than as agreed between the Parties.		
4. Binding effect of the Heads of Terms	The Parties acknowledge that these Heads of Terms reflect their present intentions in relation to the matters described at Clause 1 above, but except for Clauses 2 and 3 above, this Clause 4 and Clause 5 below, these Heads of Terms shall not be legally binding on the Parties.		
5. Governing Law and Jurisdiction	These Heads of Terms shall be governed and construed in accordance with Scots law.		
	Each Party hereby irrevocably submits to the exclusive jurisdiction of the Court of Session as regards any claim, dispute or matter arising out of or in connection with these Heads of Terms and their implementation and effect.		

IN WITNESS WHEREOF these present	ts on this and the preceding 2 pages together with the	
EXECUTED for and on behalf of	d subscribed as relative fieleto are executed as follows.	
tie LIMITED		
at		
on	March 2011 by:	
Authorised signatory	***************************************	
Full Name		
Witness Signature		
Full Name	***************************************	
Address	************************************	
EXECUTED for and on behalf of		
CONSTRUCCIONES Y AUXILIAR DE	FERROCARRILES S.A. (CAF)	Formatted: Spanish (Spain-Traditional
at		Sort)
on	March 2011 by:	
Authorised signatory	244-6-124-12-14-14-14-14-14-14-14-14-14-14-14-14-14-	
Full Name		
Witness Signature	.4624.444 430.0004 440.000000000000000000000	
Full Name	11(4)(1)(1)(1)(1)(1)(1)(1)(1)(1)(1)(1)(1)(1)	
Address		

SCHEDULE

AGREED KEY COMMERCIAL PRINCIPLES

Novation

The Parties will enter into novation agreements, or such other contractual arrangements as may
be necessary to achieve contractual nexus between CAF and tie novating the TSA and the TMA
from BBCUK and Siemens to tie and amending the Infraco Contract the TSA and the TMA on
terms to be agreed on or before 1 July 2011 or such other date as may be agreed between the
Parties.

Delay Costs

- 2. Payment mechanics for delay costs:
 - 2.1. The TSA and TMA will be varied such that a lump sum for delay costs amounting to €5.1 million will be payable by tie to CAF on the later of the anticipated date of signing of the contractual arrangements described at Clause 1 of these Heads of Terms being 1 July 2011 (or such other date as maybe agreed between the Parties) and the date that those contractual arrangements become unconditional.
 - 2.2. To the extent that the Depot (including Depot access bridge) availability date and/or the minitest track are completed and become available for delivery and commissioning of the Trams availability date fall after 15 October 2011 then additional payments payable on a monthly basison the respective delivery dates of the Depot (including Depot access bridge) and the minitest track (or earlier if agreed) will become due from tie to CAF to be calculated by reference to separate monthly rates for each of the Depot (including Depot access bridge) and the minitest track payable on a straight line basis, the precise mechanics of which are to be agreed with a maximum-sum of €0.466m being payable should the Depot (including Depot access bridge) not be complete and available for available for delivery of the Trams untilby 24 March 2012 orand the minitest track not be complete and available for commissioning of the Trams until by 9 July 2012. Should delays extend beyond either of those dates then further delay payments will be calculated in accordance with clause 49 of the TSAa similar manner using the same monthly rates.

3. Payment of Lump Sum

CAF and tie will agree the profile for the additional payments referred to at paragraph 2.2 above.

4. Programme

CAF and tie will work together to produce a specific version of the Tram Manufacturing and Delivery Programme and the other relevant programmes under the TSA to reflect each of the completion/availability dates set out above and other changes required to reflect the revised programme.

5. Reliability Bond and Performance Bond

A mechanism is to be agreed such that the Trams to be operated on the ETN are always covered either by the Performance Bond or the Reliability Bond in accordance with the terms of the TSA and TMA, with the switch to Reliability Bond from Performance Bond to occur upon delivery of a number of Trams (number to be agreed) to be operated on the ETN. The impact of the excess Tram arrangements referred to at paragraph 11 below on the timing of the Performance Bond and Reliability Bond will require to be agreed.

6. Integration

- 6.1. The Parties agree that the responsibility for the integration of the Trams with the Edinburgh Tram Network shall rest with BBCUK and Siemens as Infraco and that tie shall be held harmless. The contractual arrangements between the Parties, BBCUK and Siemens will make this clear;
- 6.2. CAF will interface and cooperate with BBCUK and Siemens as Infraco to the extent reasonably required by tie to facilitate the integration of the Trams with the Edinburgh Tram Network by BBCUK and Siemens as Infraco.
- 6.3. It is acknowledged that the CAF obligation is to provide Trams to meet the Employer's Requirements.

7. Liquidated Damages

CEC/Transport Scotland/TEL/tie shall have no claims against CAF for liquidated damages in respect of any delay under the Infraco Contract, the TSA or the TMA that has occurred or will occur due to progress of manufacture of the Trams or any other acts, omissions, matters or events occurring prior to the date of the novation of the TSA and TMA in respect of which it may be alleged that CAF is not entitled to an extension of time or other relief under the TSA or the TMA and the conclusion of all other agreements to be entered into under these Heads of Terms but after such date of novation CAF will be subject to liquidated damages for its failure to meet the relevant dates under the TSA and/or TMA in respect of any acts omissions matters or events occurring after such date of novation for which CAF is not entitled to extension of time or other relief under the TSA or TMA.

8. Number of Trams

Subject to the contractual arrangements described at paragraph 1 above becoming unconditional CEC/Transport Scotland/TEL/tie will accept and pay for all 27 Trams under the TSA and will not be entitled to reject any of them, but without prejudice to CAF's obligations to provide Trams certified by the Tram Inspector in accordance with TSA and any right that may exist under the TSA to reject Trams that do not comply with the Employer's Requirements under the TSA.

9. Payment During Commissioning

Completion of and access to the Depot (including Depot access) and the mini-test track (to be defined by agreement) will allow some but not all commissioning to be carried out. The payment provisions of the TSA will provide for payment of the elements of the sums due under the TSA relating to commissioning following completion of the commissioning that can be carried out at the Depot (including Depot access) and the mini-test track (to be defined by agreement) and notwithstanding that full commissioning has not been completed subject to tie being satisfied that it has sufficient security in place in respect of the remaining tests still required.

10. CEC Guarantee

CEC shall guarantee the obligations of tie under the TSA and the TMA.

11. Excess Trams

The Parties agree to make such changes to the Infraco Contract, the TSA and TMA as may be necessary and to provide such consents and assistance as may be reasonably required to enable tie/CEC, in conjunction with CAF, to sell, lease or otherwise deal with any Trams which are in excess of the current requirements of tie for that part of the Edinburgh Tram Network running from Airport to St Andrew Square subject to agreement between the Parties on terms including the reasonable costspayments (including a margin) to be paid to CAF for modification of the Trams and assistance provided as previously described, with it being acknowledged also that any

external costs to CAF arising from these matters lease/sale negotiations are not for the account of CAF.

12. Other terms

The Parties agree to negotiate in good faith to make such other amendments to the Infraco Contract, the TSA, the TMA and related documents, as are necessary or appropriate (i) to give effect to the principles agreed between them at the Mar Hall mediation over the period from 7 to 11 March 2011 and (ii) to give effect to these Heads of Terms (iii) to reflect the change in parties to the various documents and the change in contractual structure (iv) as a consequence of delays to the date of implementation of these Heads of Terms (v) to address any other changes to the ETN project that may become apparent that impact on the works and services to be carried out and provided by CAF under the TSA and/or the TMA (vi) as a consequence of the shorter Edinburgh Tram Network and (vi) as a consequence of the need for fewer Trams or the Trams achieving a lower mileage on the shorter Edinburgh Tram Network.

EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8TH APRIL 2011

Appendix 4 Mini Test Track - Operational Readiness Workshop List

Date	То:	cc:
10 December 2009	Meeting to discuss Tram Inspector and Tram Testing with: Martin Foerder, Miguel Berozpe, Kevin Russell, Alejandro Urriza, Steven Bell and Alastair Richards	
	- Slide showing the mini-test track presented by AR.	
7 January 2010	Operational Readiness Meeting with: David Lowe, Elizabeth Parkes; Sinead Scott; Edward Inglis, Clare Norman; Margaret Bayne Established initial stages of testing including Stage 3 the Mini- test track	Steven Bell; Richard Jeffrey; Mandy Haeburn-Little; Stewart McGarrity; Claire Logan; Susan Clark; Kenneth McLeod
11 February 2010	Operational Readiness Meeting with: David Lowe(C), Elizabeth Parkes; Sinead Scott; Edward Inglis(S), Clare Norman; Margaret Bayne	Steven Bell; Richard Jeffrey; Mandy Haeburn-Little; Stewart McGarrity; Claire Logan; Susan Clark; Kenneth McLeod
8 March 2010	Operational Readiness Meeting with: David Lowe(C), Elizabeth Parkes; Sinead Scott; Edward Inglis(S); Mathias Hecht(S); Norbert Wunder(S); Margaret Bayne	Steven Bell; Richard Jeffrey; Mandy Haeburn-Little; Stewart McGarrity; Claire Logan; Susan Clark; Kenneth McLeod
12 April 2010	Operational Readiness Meeting with: Edward Inglis(S), David Lowe(C), Mathias Hecht(S), Bernd Nieswand(S), Norbert Wunder(S), Kevin Keating, Elizabeth Parkes, Sinead Scott, Clare Norman, Margaret Bayne, Andrew Scott	Alastair Richards
10 May 2010	Operational Readiness Meeting with: Edward Inglis(S); DLowe@caf.net; 'mathias.hecht@siemens.com'; bernd.nieswand@siemens.com; 'Wunder, Norbert(S)'; Kevin Keating; Elizabeth Parkes; Sinead Scott; Clare Norman; Andrew Scott; alastair.scott@civil.bilfinger.co.uk; james.cowie@civil.bilfinger.co.uk; Margaret Bayne - Started to discuss the OHLE arrangements	Alastair Richards; Bob Cummins; Steven Bell; Richard Jeffrey; Susan Clark; Frank McFadden; <u>AUrriza@caf.net;</u> mberozpe(S)
17 June 2010	Operational Readiness Meeting with: Edward Inglis(S), David Lowe(C), Mathias Hecht(S), Bernd Nieswand(S), Norbert Wunder(S), Kevin Keating, Elizabeth Parkes, Sinead Scott, Clare Norman, Margaret Bayne, Andrew Scott - Limit constraints of Depot Access Bridge and	Bob Cummins, Steven Bell, Susan Clark, Frank McFadden, Alejando Urriza(C), Miguel Berrozpe(S)

	Gogarburn tramstop discussed	
6 July 2010	Operational Readiness Meeting with: Inglis, Edward(S); <u>DLowe@caf.net;</u> 'mathias.hecht@siemens.com'; bernd.nieswand@siemens.com; Wilken, Michael(S); 'Wunder, Norbert'; Kevin Keating; Elizabeth Parkes; Sinead Scott; Clare Norman; Andrew Scott; alastair.scott@civil.bilfinger.co.uk; james.cowie@civil.bilfinger.co.uk; Progress Update	Bob Cummins; Steven Bell; Susan Clark; Frank McFadden; AUrriza@caf.net; Berrozpe, Miguel(S)
4 August 2010	Operational Readiness Meeting with: Inglis, Edward(S); <u>DLowe@caf.net;</u> 'mathias.hecht@siemens.com'; bernd.nieswand@siemens.com; Wilken, Michael(S); 'Wunder, Norbert'(S); Kevin Keating; Elizabeth Parkes; Sinead Scott; Clare Norman; Andrew Scott; alastair.scott@civil.bilfinger.co.uk; james.cowie@civil.bilfinger.co.uk; Progress Update	Bob Cummins; Steven Bell; Susan Clark; Frank McFadden; AUrriza@caf.net(C); Berrozpe, Miguel(S)
13 August 2010	Meeting with: Frank Wenzel(S), Andy Scott and Alastair Richards To discuss the extent of OHLE for the mini-test track and interface with Edinburgh Gateway Project.	
13 September	Operational Readiness Meeting with:	
2010	Alastair Scott(B), Edward Inglis(S), David Lowe(C), Kevin Keating, Clare Norman, Elizabeth Parks, Sinead Scott, Andrew Scott, Margaret Bayne, Mathias Hecht(S), Bernd Nieswand(S), Norbert Wunder(S), Michael Wilken(S) - Main focus was OHLE following previous meeting.	
7 October 2010	Operational Readiness Meeting with: Alastair Scott(B), Edward Inglis(S), David Lowe(C), Kevin Keating, Clare Norman, Elizabeth Parks, Sinead Scott, Andrew Scott, Margaret Bayne, Mathias Hecht(S), Bernd Nieswand(S), Norbert Wunder(S), Michael Wilken(S) - Section B to Airport discussed after mini- test track	Alejando Urriza(C), Miguel Berrozpe(S), Martin Foerder(B)

26 November	Operational Risks During Testing and Commissioning Workshop	
2010	'alastair.scott@civil.bilfinger.co.uk'; Inglis, Edward;	
	DLowe@caf.net; Clare Norman; Andrew Scott;	
	'mathias.hecht@siemens.com'; Wilken, Michael(S);	
	bernd.nieswand@siemens.com; Norbert.Wunder@siemens.com;	
	Riley, John(S); Gary.Roper@Siemens.com ; Sheena Smith; Colin	
	Kerr; Alastair Richards; Kevin Keating; Sinead Scott	
	- Detailed analysis of the risks associated with each stage	
	of testing.	

Confidential - Legally Privileged and FOI(S)A Exempt

EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8TH APRIL 2011

Appendix 5
Hg Minutes from Briefing Meetings on 14th and 18th March 2011



NOTES OF BRIEFING MEETING HELD ON MONDAY 14TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

ATTENDEES:

Martin Foerder (MF) Alfred Brandenburger (AB) Bilfinger Berger UK Limited Siemens

martin.foerder@civil.bilfinger.co.uk
Alfred.Brandenburger@siemens.com

Colin Smith (CS)

for City of Edinburgh Council

csmith@hg-group.co.uk

DISTRIBUTION:

Attendees plus:

Dave Anderson City of Edinburgh Council

Dave.Anderson@edinburgh.gov.uk

ACTION

I.0 INTRODUCTIONS

1.1 CS advised that he has been asked by City of Edinburgh Council to assist them with the project to completion.

1.2 CS is to provide references on project experience from Schoenstatt, East Dunbartonshire Council and The Millennium Commission (Glasgow Science Centre)

CS

1.3 CS to review figures on existing funding to BBS to ensure priority works commissioned stay within existing approvals.

CS

2.0 KEY DATES DISCUSSED

Draft Project Delivery Plan, plus attachments. Draft papers

for Principals meeting

31st March 2011

Principals meeting

7th April 2011

Minute of Variation for Prioritised Work

15th April 2011

Target date for site start priority works

3rd May 2011

Siemens material mobilisation and first mobilisation payment BB and Siemens – payment figure to be agreed

(certified 7th April 2011)

21st April 2011

Second mobilisation payment for BB and Siemens – payment figure to be agreed (certified 3rd May 2011)

17th May 2011

Individual start/finish dates for Priority Works

To be agreed

Minute of Variation of the Off-Street Works (other than

Prioritised Works) and On-Street Works on or before

Ist July 2011

Mini test track - Target date

15th October 2011

Next briefing meeting

13 October 20

Commencement of Design, Risk, Programme and Finance meetings on site

18th March 2011 22nd/23rd March 2011

3.0 PRIORITY WORKS

- 3.1 Programme to be prepared and agreed for each element noted below:
 - Depot Access Bridge
 - Depot (Civils and Systems)
 - Mini test track (Civils and Systems)
 - Haymarket yards
 - Princes Street remedial works

Revised, simplified payment schedule shall be agreed.

C:\USERS\HGC\DOCUMENTS\SB FILE\MTGNOTES-BRIEFINGMTG-I4MARI I.DOC

PAGE I



NOTES OF BRIEFING MEETING HELD ON MONDAY 14TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

		ACTION
3.2	CS proposed that Preliminaries to be detailed per NBS CESMM – CS to provide model document. This may not be possible since both Bilfinger Berger and Siemens have their origin in Germany and this may result that different methods to calculate Preliminaries may apply. Preliminaries will be part of the revised, simplified payment schedule. Both parties to embrace the intention and to consider the methodology	GGIPPS
	to achieve a workable solution.	CS/BBS
3.3	Preliminaries to be valued and paid monthly in accordance with agreed payment schedule. Formal detail to be considered and agreed.	ALL
4.0	SIEMENS MATERIALS	
4.1	Materials available for title transfer to be listed.	АВ
4.2	Certificate to be prepared for 7 th April; payment by 21 st April 2011.	CEC
5.0	MANAGEMENT STRUCTURE (SEE DIAGRAM)	
5.1	CS to request that all tie contractual correspondence is passed to him for initialling.	CS
5.2	Dave Anderson, City of Edinburgh Council ("CEC") Director, to be CEC Project Director.	ALL
5.3	Informal communication links from CEC and to Bilfinger and Siemens offices in Germany to be established.	ALL
5.4	MF and AB advised that Kevin Russell and Axel Eickhorn are their deputies and can be communicated with fully on all matters.	ALL
6.0	MEETINGS MANAGEMENT	
6.1	Meetings to be held on site (Depot site office if possible, if not another site location to be found) on a weekly basis.	
6.2	Meeting to be chaired by CS.	
6.3	Attendees to be agreed by MF, AB and CS.	
6.4	Notes to be taken by CS.	
6.5	Topics to be covered: Risk, Programme, Design/Consents, Finance/Commercial	
7.0	PROGRAMMING	
7.1	Meetings to be held weekly, chaired by CS. Agenda is to be pre-circulated and minutes are to be taken by CS.	ALL/CS
7.2	Programme access and software agreed as Primavera.	NOTE
7.3	Look ahead programmes are to be utilised.	ALL
8.0	CAF MINI TEST TRACK	
8.1	All parties are to consider and use reasonable endeavours to deliver the mini test track by 15 th October 2011, which is a key date for CAF. A mini test track draft programme is to be issued for the first programme meeting on 22 nd March 2011.	MF/AB

 $\hbox{C:} {\tt USERS \backslash HGC \backslash DOCUMENTS \backslash SB} \ {\tt FILE \backslash MTGNOTES-BRIEFINGMTG-I4MARII.DOC}$



NOTES OF BRIEFING MEETING HELD ON MONDAY 14TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

		ACTION
9.0	PROGRESS GENERALLY	
9.1	Progress tracker to be prepared and controlled by CS. In the event of failure to meet a deadline once, that item will be red flagged and reported to David Anderson.	ALL
9.2	Design, gatekeeper process established (MF/AB/CS).	ALL
9.3	Schedule of outstanding consent applications to be copied and passed to CS by $18/03/11$.	MF
10.0	EDINBURGH GATEWAY	
10.1	Requirement for this to be designed and priced by September 2011.	ALL
11.0	UTILITIES	
11.1	Key dates to be discussed at first programme meeting to consider interface with client utilities package for the On-Street Works.	ALL
12.0	DESIGN	
12.1	Design to be prioritised on the basis of:	
	(1) Priority Works (including Edinburgh Gateway) and remaining Off-Street Works	
	(2) Haymarket to St Andrew Square	
	(3) St Andrew Square to Newhaven	
13.0	CEC STATUTORY CONSENTS	
13.1	CS to invite Roads, Planning, etc. officers on site (through Dave Anderson) for weekly meetings	CS
14.0	COMMUNICATIONS	
14.1	CEC to prepare and instigate any required statement, thereafter to be passed to MF and AB for approval. MF and AB are required to forward to relevant company head quarters for final approval and release.	ALL
14.2	No outside agency required from BSC point of view.	NOTE
15.0	WORKS PACKAGES	
15.1	Haymarket to St Andrew Square (On-Street Works)	
(a)	Consideration to be made, though agreed in principle that Preliminaries and work done is to be valued on a progressive basis (monthly), based on unit quantities or equipment pieces, etc. against agreed rates. Consideration to be given on the well developed On-Street Supplemental Agreement (OSSA).	ALL
15.2	Remedial Works - Princes Street	
(a)	Construction detail programme and consents to be discussed and agreed on 23/03/11, thereafter a project delivery plan is to be created.	ALL
(b)	Consideration of lifting the summer embargo on programme.	CS/CEC

C:\USERS\HGC\DOCUMENTS\SB FILE\MTGNOTES-BRIEFINGMTG-I4MAR11.DOC

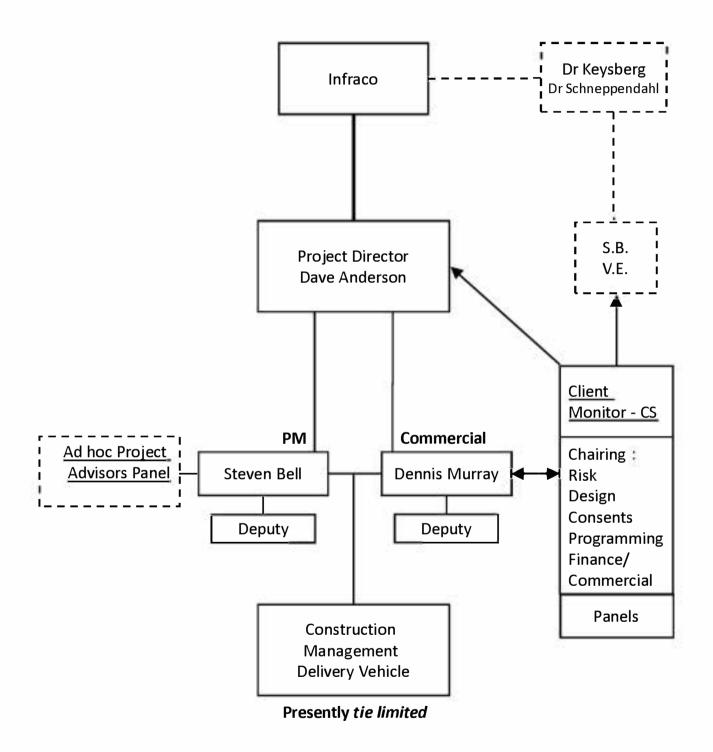


NOTES OF BRIEFING MEETING HELD ON MONDAY 14TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

		ACTION
16.0	RISK REGISTER	
16.1	Risk register to be jointly managed, populated and valued. Risk review to take place weekly.	ALL
17.0	LEGAL INPUT	
17.1	CS to pass copy of key issues from CEC/CAF agreement for this meeting group to ensure that obligations are met.	CS
17.2	MF/AB/CS to agree instructions to ensure clear briefing (perhaps joint briefing) of solicitors to avoid duplication/miscommunication.	ALL
18.0	DATES FOR NEXT MEETING	
18.1	Friday 18th March 2011, 9.30am – MF/AB/CS	
18.2	Tuesday 22 nd March 2011, 1.00pm – Tie/BSC Office	
18.3	Tuesday 22 nd March/Wednesday 23 rd March 2011 – times and order to be agreed	

Governance Structure

RGS/11.03.11/v2





NOTES OF BRIEFING MEETING HELD ON FRIDAY 18TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

ATTENDEES:

Bilfinger Berger Civil UK Limited Martin Foerder (MF) martin.foerder@civil.bilfinger.co.uk Bilfinger Berger Civil UK Limited Kevin Russell (KR) Kevin.Russell@civil.bilfinger.co.uk City of Edinburgh Council Bob McCafferty (BMcC) Bob.McCafferty@edinburgh.gov.uk axel.eickhorn@siemens.com Axel Eickhorn (AE) Siemens Colin Smith (CS) for City of Edinburgh Council csmith@hg-group.co.uk

DISTRIBUTION:

Attendees plus:

Dave Anderson (DA) City of Edinburgh Council Dave.Anderson@edinburgh.gov.uk Alfred Brandenburger (AB) Siemens Alfred.Brandenburger@siemens.com

Steven Bell (SB) Tie Limited Steven.Bell@tie.ltd.uk

ACTION NOTES OF THE MEETING HELD ON 14TH MARCH 2011 1.0 The notes of the meeting held on 14th March 2011 were adopted. 1.1 1.2 CS provided references from East Dunbartonshire Council and the Glasgow Science CS Centre; reference from Schoenstatt to follow 1.3 CS is reviewing figures on existing funding to BBS to ensure priority works commissioned stay within existing approvals. CS CS confirmed that the Governance paper was virtually complete. CS confirmed his 1.4 advice that CEC should retain an "arms length" development company. CS CS 1.5 CS to obtain names of deputies to Steven Bell and Dennis Murray. **KEY DATES DISCUSSED** 2.0 It was noted that the Principals Meeting previously scheduled for 7th April will now 2.1 be taking place on 8th April.

2.2 Mini Test Track - Early programming suggesting worst case January 2012. Earlier start (4 April 2011) may improve this to December 2011, however, BBS to be paid from 4 April 2011 (already included in price, but to be paid for during the Prioritised Works period). Further discussion to endeavour to get this as close as possible to October 2011. This matter is to be discussed further at the meeting scheduled for 23rd March.

ALL

2.3 Depot - Scottish Water issue around pipe specification. CS to address with CEC to assist to close out objections from SW by next meeting.

CS/ BMcC

MF suggested that in order to take advantage of available resources, BBS would start Depot works earlier (4 April 2011), however, BBS to be paid from 4 April 2011 (already included in price, but to be paid for during the Prioritised Works period).

2.4 CS is to issue a simple Priority Works tracker. CS

3.0 **MEETINGS**

3.1 Forthcoming meeting dates and attendees were discussed and agreed. CS is to issue

CS

C:\USERS\HGC\DOCUMENTS\EDINBURGHTRAMS-CI 1003\MTGNOTES-BRIEFINGMTG-18MARI I.DOC

PAGE I



NOTES OF BRIEFING MEETING HELD ON FRIDAY 18TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

ACTION

3.2 Design / Consents Meeting - Tuesday 22/3/11 at 2.30pm

Venue - BBS Meeting Room 2

Attendees: BBS - SNe / SDe / AEi / KRu

CEC - Bob Mc McCafferty or nominee

Tie - Steven Bell or nominee

Hg - Colin Smith

Maximum of 8 attendees

Agenda:

Agreement on Princes Street remedial work and programme

Review of matters outstanding and prioritisation in line with works programme

AOB

3.3 Programme Meeting - Wednesday 23/3/11 at 10.30am

Venue: Depot Site Office Meeting Room

Attendees BBS - SSh / MHe / ABr / KRu

Tie - Susan Clark CEC - Ritchie Somerville

Hg - Colin Smith

Maximum of 8 attendees

Agenda:

Prioritisation works

Test Track target date 15th October

Look aheads

AOB

3.4 Risk Meeting - Wednesday 23/3/11 at 12.30pm

Venue: Depot Site Office Meeting Room

Attendees BBS - NHi / MHu / ABr / KRu

Tie - Steven Bell or nominee

Hg - Colin Smith

Maximum of 8 attendees

Agenda:

Creation of Risk register for Priority Works

Risk owners Risk quantum Risk mitigation

AOB

3.5 Financial / Commercial Meeting - Wednesday 23/3/11 at 2.30pm

Venue: Depot Site Office Meeting Room

Attendees BBS - DGo / AEi / ABr / KRu

Tie - Dennis Murray CEC - Alan Coyle Hg Colin Smith

Maximum of 8 attendees

Agenda:

Certificates 7th April and 3rd May

Prelims

Milestones and build up of same

Rates AOB

C:\USERS\HGC\DOCUMENTS\EDINBURGH TRAMS-CI 1003\MTGNOTES-BRIEFINGMTG-18MA.RI 1.DOC



NOTES OF BRIEFING MEETING HELD ON FRIDAY 18TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

		ACTION
4.0	CORRESPONDENCE	
4.1	Contractual matters per Heads of Terms to be in abeyance. CS to issue letter to BBS and Tie.	
	Post meeting note: A draft letter was circulated at the lawyers meeting on 2 Ist March.	CS
5.0	PRIORITY WORKS	
5.1	MF issued a draft programme for Priority Works for review prior to the programme meeting to be held on site on 22/03/11.	
5.2	Scope of work to St Andrew Square was discussed. There is a possibility that the most cost effective solution would be to extend the termination point to York Place (as currently designed).	
	Post Meeting Note: It was agreed between the Parties on 22/03/2011 and confirmed by CEC that the Termination Point shall be at York Place — this needs to be formalised to BBS.	CS
5.3	Consideration is to be given to timing of CEC Public Realm Works at St Andrew Square.	ВМсС
6.0	LEGAL MATTERS	
6.1	Minute of Variation – MF proposed that the lawyers meet on Monday 21st March to avoid duplication and wasted effort. CS agreed with this. Meeting invites are to be issued by CS; meeting to be held at Hg, 20 Lynedoch Crescent, Glasgow at 10.00am	CS
6.2	Redacted copy of CAF agreement to be forwarded to BBS	CS
7.0	ANCILLARY WORKS TO ASSIST PROGRAMME	
7.1	MF/KR suggested matters to be considered (already included in price, but to be paid for during the Prioritised Works period):	
	(I) Tree removal	
	(2) Murrayfield testing of ground conditions	
	(3) CBR testing of On Street	
8.0	TRANSPORT SCOTLAND	
8.1	MF enquired if Transport Scotland were being advised of progress. CS confirmed that they would be updated regularly.	
9.0	SCOTTISH WATER	
9.1	Scottish Water consents lapse after six months. It was noted that CS would follow this up on behalf of CEC. Choice of pipe material at depot is an issue with SW. BSC have laid GRP; SW insist on ductile.	
	CS to check with CEC building control (George Findlay) and Andrew McBride (Transport Development Control) to establish if CEC have a similar policy on this. If not then CS to take up with SW on behalf of CEC.	cs

C:\USERS\HGC\DOCUMENTS\EDINBURGH TRAMS-CI 1003\MTGNOTES-BRIEFINGMTG-18MARI I.DOC



NOTES OF BRIEFING MEETING HELD ON FRIDAY 18TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

		ACTION
10.0	PRINCES STREET	
10.1	Lifting of Summer embargo and 28 day notification to Stakeholders to be reviewed by CEC.	ВМсС
10.2	BBS to review traffic management on this basis and to considerfull closure or central closure allowing traffic to remain on Princes Street.	BBS
10.3	Consideration is to be given to two other developments (2 cranes) and SGN works at west end of Princes Street (expected completion in October 2011)	BBS
11.0	FORTH PORTS	
11.1	Copy of correspondence passed to CS for client discussion	CS
12.0	TRAM STOP	
12.1	Superimposed letters on roof to be removed. CS to confirm.	CS
13.0	COMMERCIAL	
13.1	MF explained that the balance due to BBS will be the total value agreed at Mar Hall less amounts certified to 31 March 2011. This balance will be distributed into the simplified milestone schedule. CS required transparency into the build up of the amounts to be able to administer the certification of milestones and Preliminaries.	
13.2	Prioritised Works milestones are to be agreed then same principles to be used to establish overall milestone schedule. Details to be discussed at the 23 March Commercial / Financial Meeting.	
13.3	CS tabled NBS / CESM and RICS documents for BBS consideration on Preliminaries.	
13.4	MF advised that Preliminaries will be included in the milestone schedule and the amounts are to be certified on a monthly basis.	ALL
14.0	SIEMENS MATERIALS	
14.1	List of Materials and values to be provided and location to be identified (Broxburn / Leith / other). Details to be discussed at the 23 March Commercial / Financial Meeting.	AE
15.0	EDINBURGH GATEWAY	
15.1	Draft options report to be provided to tie/Network Rail regarding retaining wall and SW pipe. Option 4 is BBS preferred option and this will be discussed in detail at a meeting to be held on 22 March 2011. Once a solution has been identified, the design can be completed and a cost for the construction can be prepared	ALL
16.0	ON-STREET SUPPLEMENTAL AGREEMENT (OSSA)	
16.1	A copy of the OSSA was passed to CS for review.	CS
17.0	STATUTORY CONSENTS	
17.1	A schedule of outstanding consent issues was passed to CS for review.	CS

C:\USERS\HGC\DOCUMENTS\EDINBURGH TRAMS-CI 1003\MTGNOTES-BRIEFINGMTG-18MA.RII.DOC



NOTES OF BRIEFING MEETING HELD ON FRIDAY 18TH MARCH 2011 AT BBS CONSORTIUM OFFICE, EDINBURGH

		ACTION
17.2	Difference in scope and programme for agreement of consents and approvals was noted. Both parties agreed to close out all consents and approvals from Airport to Newhaven by 30 April 2011. Priority will be given to close out between Airport and SAS.	
	BSC also noted that they would self certify compliance with Employer's Requirements.	ALL
18.0	PUBLIC RELATIONS	
18.1	BBS involvement with CEC to Stakeholders	ALL
18.2	MOP (taxi drivers) open day to promote project to be considered	ALL
19.0	DATES FOR NEXT MEETING	
19.1	See schedule of meetings under item 3.0.	
19.2	CS is to attend the Infraco Progress Meeting to be held at 1.00pm on 22 nd March	

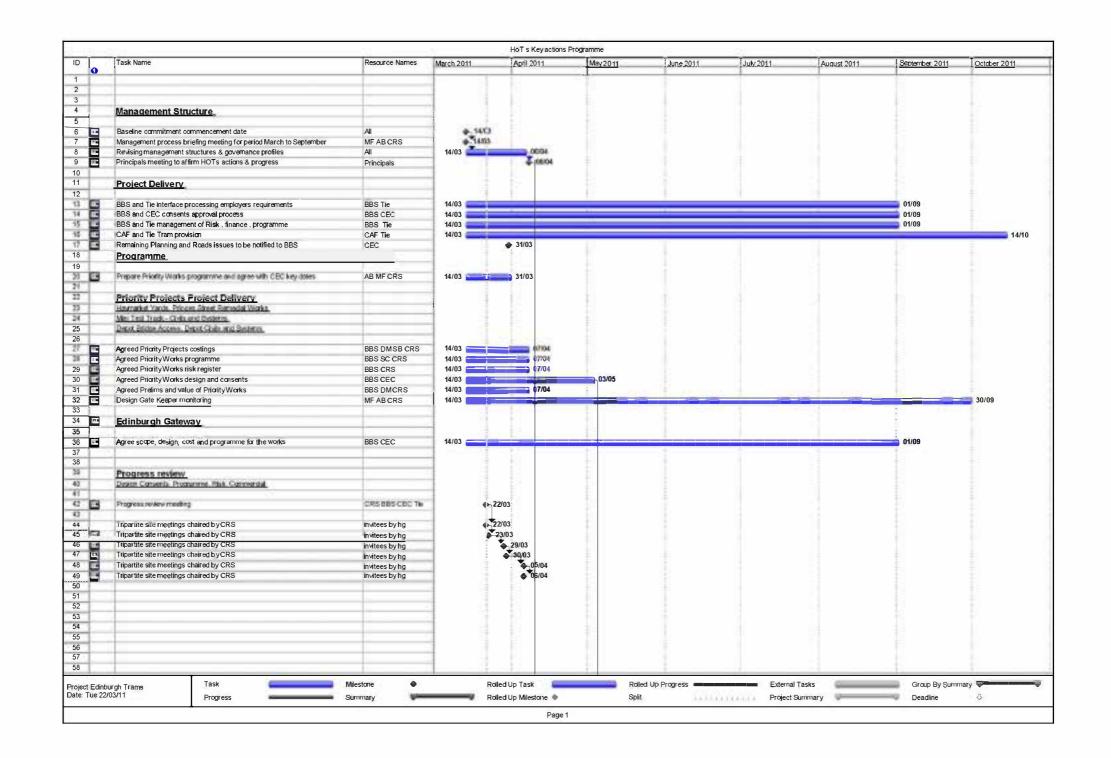
2011.

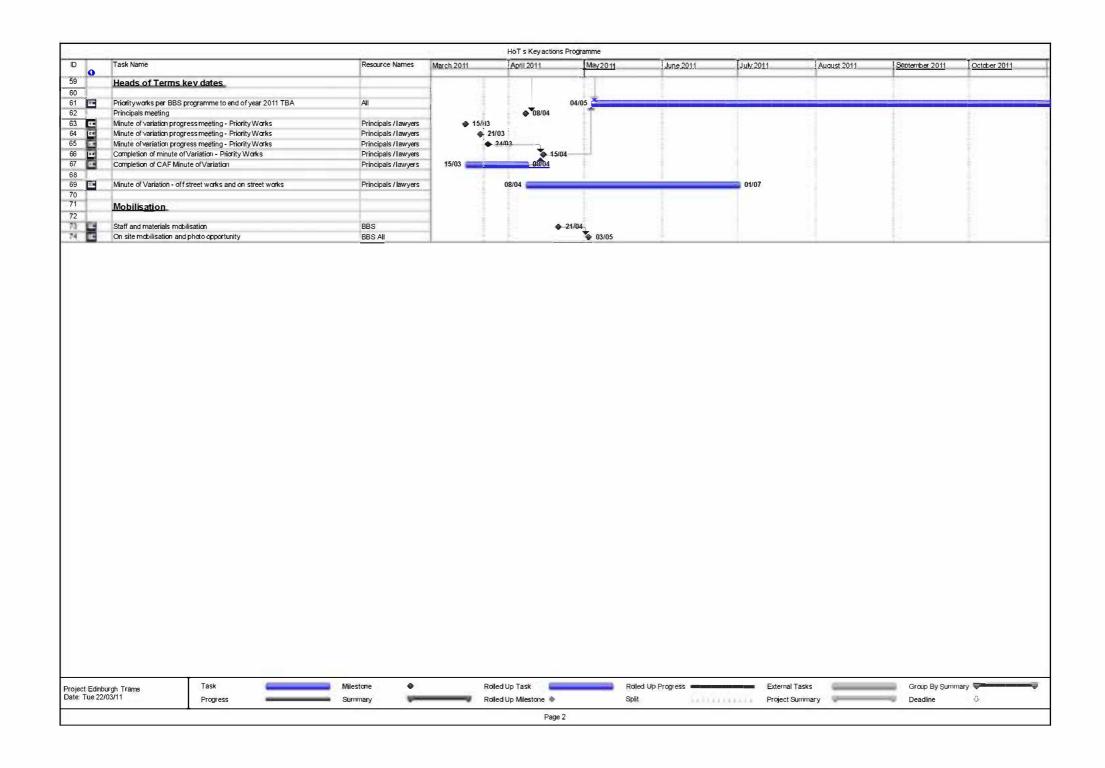
EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8TH APRIL 2011

Appendix 6
Project Delivery Plan from 13th March to 8th April 2011





EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8TH APRIL 2011

Appendix 7 - Risk Register

ETN Risk Register



31/03/2011

								Unmiti	nate d	input.	-					Mitig	rted Ir	npact
Risk ID No	Discipline	Category	Event/Title	Cause	Further Description and Impact	Owner	Probability	Capex Cost	H&S	Reputation	Ranking	Measure	Times	Current Status: 31-Mar-2011	Prelative	Programme	H&S	Enviromental
	Construction		Fire in Depot Building	or commissioning	Fire in depot building causes damage to structure, trams or control room equipment. delaying system operation	me	2	5 5	3	3 2		(1) Includefire hazard assessment in all WorkPackage Plans (2) Robust control of material storage and waste disposal (3) Rigorous enforcement of no-smoking rules (4) All temporaryand permanent electrical instalations to be designed, installed to design and monitored. Adaption of temporary electrical systems to be rigorously controlled (5) Appropriate permit systems to be used (eg Hot Works)	asap	Open	1	3 3	2	1
R002	Construction	Safety	Death, injury or damage to third parties (people or property) during construction	(1) Failure to supervise works correctly (2) Failure to Install or maintain guarding, lighting, signage, TM, temporary roads and paths (3) Failure to inform third parties of works	Construction incidents causing death or injury, damage to works or adjacent infrastructure. delay and/or additional costs, involvement in investigation process, legal penalties or insurance issues, reputation damage.	BBS/fie	2	3 4	4	3 1	14	(1) Operate robust Construction Health & Safety management system (2) Identify risks at Work Package Plan stage and mitigate in method planning and appropriate control measures (3) Ensure works are carried out in complance with WPP, and that WPP is amended in advance of indeptenentation, funding with planning is necessari.	asap	Open	1	2 2	3	2 1
R003	Construction (Environment	Construction Nolse limit exceedences	Construction methodology, including use of plant and equipment on-site, results in CoCP or statutory noise level exceedences	Failure to plan works methodology or plant utilisation to minimise noise impact, or failure to implement mitgalion measures, results in noise level exceedences, work stoppage, delay and/or additional costs, penalties, reputation damage.	BBS	3	2 7 2	3	3 7 2	12	(1) miligate noise generation by selection of appropriate methodology, equipment at WWP stage. (2) Use appropriate, well maintained equipment, ensuring equipment is operated correctly and shut down when not in use. (3) Implement appropriate miligation (noise baffles/absorbers, mains power instead of denerators.	asap	Open	1	1 2	1	Σ 1
R004	Construction	Quality	Damage to Utility Apparatus	(1) Failure to locate apparatus prior to excavation (2) Failure to excavate carefully around known apparatus (3) Failure to protect apparatus during works or	(1) Safety hazard to workforce or public (gas release) (2) Interruption to supply- impact on third parties and/or reputation damage (3) Penalities and/or compensation claims	BBS/file	2	2 2	4	3	14	(1) Robust Permit to Dig procedures (2) Communications in place to call out utility for urgent repairs	asap	Open	2	1 1	2	
R005	Construction	Environment	Hydrocarbon Spill during filling/discharging	(1) Spillage from discharge pump during fueling (2) leakage from storage tanks	Hydrocarbon contamination of the ground, groundwater and watercourses, resulting in ecological damage, penalties, legal action, delay and/or clean-up costs	BBS/tie	2	1 7 3		3 7 3	11	(1) Fuelling of mobile equipment to be carried out in low risk locations, using appropriate equipment (2) complywith Oil Storage Regulations (3) Storage away from sensitive receptors and/or drainage systems (4) Ensure spill kits available for minor spillage	asap	Ореп	1	1 1		2 2
R006	Construction	Environment	Death or injury of protected wildlift or damage to plants and/or damge to wildlife habitats	Failure to prevent death or injury of protected birds, amphibians etc and/or excavated material placed on/in watercourse or embankment, destruction of nesting sites, damage to wetland	Failure to identify presence of protected wildlife and take appropriate mitigation measures, or failure to implement/maintain agreed measures for wildlife or ecological protection. Can delay works: Breaches to licence conditions - prosecution if found reckless	BBS	2 1	2 3		2 1 4	14	(1) Ensure is concerned to the interest of the	asap	Open	1	1 2		2 3
R007	Engineering	Quality	Failure of Designer to verify works completion in accordance with design	(1) Failure by designer to carry out verification inspections (2) Failure of site team to ensure verification inspections are carried out properly and monitor results	(1) Verification not Assured & Evidence Provided as such, resulting in delay to handover to system contractor or operator. (2) tie or ICP not given suitable level of confirmation that the works have been completed to required standards.	BBS	2	4 4		1	14	(1)Increased monitoring byQualityleam to verify that proper checks are being carried out and records kept - review resource requirement (2). More focus on design support from SDS	asap	Open	2	2 2		
R008	Construction	Environment	SIIt pollution of watercourse or drainage	Water runoff from exposed earth/soil	Failure to plan for runoff or failure to maintain control measures, leads to silt runoff. Breaches to licence conditions - prosecution if found reckless	BBS	2	1 3		3 3	39	(1) Strictobservance of CARticence conditions (2) Robust planning of work activities, including assessment of pollution risk in WPP development, eg piles of exposed earth should be temporarily stored away from the vicinity of water courses	asap	Open	2	1 1		2
1009	Construction	Environment	Release of pollution from contaminated land	Excavation, piling and digging on contaminated land releases contamination to receptors - land, air, water	Failure to identify contamination, or failure to implement agreed measures procedures for known contamination, results in breach of associated environment legislations, especially water legislation if released to the water environment, results in work stoppage, delay and/or additional costs, penalties: regulation damage.	BBS	2	1 3	5	3 3	11	(3) Installation of straw matting as a control measure where appropriate (1) Carry out Phase I and Phase I investigation and then remediation procedure as per agreement with the local authority (2) Establish control procedure for contaminated groundwater (3) Brief workforce on identification of cortamination, and reporting requirements	asap	Open	1	1 3		2 2
R010	Proj Mgt	Commercial	Client budget insufficient to complete project	(1) Cost growth due to delayor change (2) Loss of contributions for third parties (3) Political change	(1) Client unable to fund increased or delayed scope of works (2) Contractor unable to recover entitlement to payment arising from deferred resolution of change issues etc.	tie/BBS	4	5 5		*		Time impact nominal (post contract) (1) Limit contractor exposure to non-payment due to lack of funds	asap	Open	2	2		1
	Construction		Failure of Contractors / Sub- Contractors to self-certify completion & closing out of NCRs	(1) Failure by site staff to follow ITPs and relevant quality procedures.	(1) Self Certification of Works not Assured & Evidence Provided as such, resulting in delay to handover to system contractor or operator (2) tieor ICP not given suitable level of confirmation that the works	BBS	2	4 4		3		(1)Increased monitoring by Qualityleam to verify that proper checks are being carried out and records kept in accordance with ITPs - review resource requirement.	asap	Open	2			
R012	Engineering	Management	Delay in acceptance of infrastructure by ICP/I-IMRI	Failure to follow defined procedure of progressive assurance with ICP and/or HMRI, leaving issues unresolved at start-up	have been completed to required standards. Failure to complete ROGS process, including assurance/verifiaction and evidence of risk assessment/mitigation in design/construction/operation/maintenance, results in refusal of permission to open for Passenger service, resulting in delay, rework or documentation costs and possible penalties/LADS	BBS/fie	2	3 4		1	14	(1) Complywith defined process to achieve progressive assurance in good time (2) Develop verification and required handover documentation in good time	asap	Open	1	2 3		
₹013	Construction	Environment	Damage to wildlife habitat	Excavated material placed on/nwatercourse or embankment, destruction of nesting sites, damage to welland areas	Accidental damage to unforeseen wildlife habitat, or fallure to prevent damage to knownhabitat (Otter Badger, birds, watervoles, amphibians). Breaches to licence conditions - prosecution if found rickless	BBS/ftie	1	1 3		3 3	3	(1) Emisure having conditions within multival distances in 2.3 Check Conteger nitre in the Investore for conditions - settures while to survey date to complete and available to also face 3.2 Training at the bears (hostings links)	asap	Open	1	1 2		2 2
R014	Erigineering	Quality	Construction Information Control	Lack of QA control of construction information	Failure to implement rigorous QA control of information for construction	BBS	1	3 3		2		Establish robust depunient register (travelings and other cocuments)	asap	Open	T	1 1	1	
₹015	Construction	Management	Traffic Management scope growth	TM requirements become more extensive or onerous than expected.	leads to avoidable errors. rework_dela and/or cost Non approval of TM proposals, or impact of changes/programme delay, results in more extensive and costly TM	BBS	2	3 3		2	11	(1) Ulilise competent TM staff, working closely with existing TM control process (2) Ensure that any impact of external change is notified to Client and followed up for cost/lime entitlement	asap	Open	2	2 3	Ť	1
₹016	Engineering	Management	Delay in Design Approval	(1) Late or incomplete design submission (2) failure to design to requirements (3) Extended design approval periods	(f) Failure by SDS to make competent design submissions (2) Failure by BSC to ensure design submissions are competent (3) Failure by approvers to meet approval/response programme (4) failure by Tieto ensure approval/respons timescales are achieved	BBS	2	3 3			11	(1 and 2) Robust design management by BSC (3 and 4) Detailed monitoring of approval process by BSC	asap	Open	2	3 3		

ETN Risk Register



31/03/2011

		_					U	nmitiqa	ted Im	pac					Miti	le l	III a	4
Risk D No	Discipline	Category	Event/Title	Cause	Further Description and Impact	Owner	Probability Capex Cost	P rogramme	Reputation	Envisormental	Measure	Times	Current Status: 31-Mar-2011	Probability	apex	H8S	Reputation	
017	Construction	Commercial	Client/third parties require use of additional or premium hoarding/fencing	External pressure to provide additional or more costly hoarding fencing than is necessary for construction safety	Client/public perception of Herastype fencing is poor and could lead to pressure to provide premium fencing (eg Princes Street, or Edinburgh Park) for project image reasons, resulting in extra cost.	BBS	2 2		3		(1) Ensure use of appropriate hoarding/fencing is based on robust risk assessment and economical construction, to establish contract requirement (2) Asses any requirement for alternatives on basis of contract requirement and determine a Change Institution is required	asap	Open	2	2 1		1	
018	Proj Mgt	Safety	Security Incident	Terrorism, Vandalism, Trespass, Arson	Delay to works due to time lost or damage caused as a result of a security incident. Environmental impact and adverse publicity	BBS/fie	3 3	2 2	2		(1) Appropriate site security to be in place. based on security hazard assessment (2) Vulnerable materials or works to be protected (3) Effective call-out and emergency response plan to be in place and rehearsed.	asap	Open	1	2 2			
019	Construction	Environment	Archaeological or Human Remains	Discovery of unforeseen archaeological or human remains during excavation	(1) Delay to works during action by authorities	tie	1 3	3			∵'lion and actio \ llan	asap	Open	.1	2 3	П	T	I
020	Proj Mgt	Management	Exceptional adverse weather	Extreme weather outwith normal weather pattern	(1) Delay to work due to access restrictions or reduced outputs (eg concrete placing in prolonged cold weather) (2) Damage to work in progress - rework	BBS/fie	3 2				Pre planning for weather mitigation (fleece covers. lighting, water spray/dust suppression ovision of drinking water/sun cream, pumps) Plan using suitable weather forecast information for high risk activities (eg wind susced ble crane lifts).		Open	1	1 2			
021	Construction	Management	Industrial Action	Strikes In site labourforceor suppliers affect works progress or delivery	Lost timedueto strikes or delivery delays	BBS	1 2	2			 Effective workforce communication/consultation, using existing safety/welfare consulting process Use of reputable sub-contractors and labour suppliers(3) Adequate site stocks of 	asap	Open		1 2			
	Tram Supply	9-10	Delayed delivery of key components	Material Scheduling issue	Free issue equipment (tie)	tie	1	1	1	1	vs/Derable materials and Ident IV atternative subviers Close programme mgmt./ control: FAI witnessing audits planned	asap	Open	1	1	П	1 1	ı
	Tram Supply	100	Delay due to off-site test track not available		Fully booked test tracks, dynamic test issues	CAF	1	5	2	1	close programme mgmt./ control;		Open	+	18		Ý. 3	
	Tram Supply		Power not available to re- commission first tram	Scheduling issue		BBS	4 4	5	3	1	Cose programme mgmt./ control: Integration with main programme		Open	3	1 2	П	1	ı
	Tram Supply		Delay due to interface problems discovered	Design Issue	TPDS, radio, paritagraph, wheel ineterface - faulty, unavalible, signals, free issue equipment not ready (tile)	tie/BBS /CAF	3		1	1	Close programme mgm1./control; Integration with Siemens for systems and depot upment being closely monitored.	asap	Open	2	2		1 1	1
026	Tram Supply	Production	Delay due to tram production rate inconsistent	Manufacturing	Strike, materials, delivery scheulde impact	CAF	9	2	2	1	close programme mgmt./ control;	asap	Open	2	2	П	2 1	I
028	Construction	Design & Installation	Reduced system envelope of TRW system (less than 1200mm) on street		Indication of numerous locations with system envelope less than 1200 mm in the instreet alignment. Problem: MUDFA as-build drawings are not yet available. Currently there are 3 (three) locations in focus and under discussion. These locations are: Leith Walk Railway Bridge: 276 kV cable Leith/Walk: Scotish Power Turnel at Leith Walk. This leads to necessity of special Trackform solutions.	BBS/file	3 7 3	T 3			12 Create special trackform solutions (e.g. reinforced Rheda slab to 'spart such areas of reduced system height) MUDFA to be instructed to mitigate such obstacles as far as reasonable possible, tie have to produce accurate as built information.	asap	Open	2	2 2			
029 T	Tram Supply	Management	Tram Storage	Delay of Depot	Lack of available/suitable storage	CAF	5 1 4	İ İ	13		Source additional storage areas	asa	illen .	2	4	\Box	1	1
031	Tram Supply	Environment	Delayto delivery of tram 2 to 20 due to shipping problem	Scheduling issue	Bad weather, availability of shipping containers	CAF	1	6	3	1	close programme mgmt./ control;	asap	Open	1			311	
032	Construction	Management	Utilitiesworks	MUDFA utilities not diverled by tie	Mudfa works not complete. Mudfa works obstructing access to work are as	tie	4 3	0		1	tie to manage Mudfa to meet BBS programme	asap	Open	8	1/3			I
034	Insatallion	Management	Delayed NR approvals as applicable	Lack of early applications/discussions with NI/VR	Delayed start of works. Dirsuptions to offstreet works	BBS	2 4	9 1	1	1	amply with Contract requirements to obtain RIVIR approvals and comply	asap	Open	3	2 3	1	111	

EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8TH APRIL 2011

Appendix 8 - Prioritised Works Programme and Narrative



NARRATIVE TO ACCOMPANY THE PROGRAMME PREPARED FOLLOWING THE MEDIATION ON 8 to 12 MARCH 2011 Revision 2.

Prioritised Works

All works to commence on 3 May 2011 following the signing of the MOV for the Prioritised Works by 15 April 2011, with the exception of the mini test track and the Depot external works which are programmed to recommence on 4 April 2011.

Princes Street

There is no allowance in the programme for dealing with utility works or delay resulting there from.

Scope

1. Princes Street Road/Rail Joint - Enhanced Design

The works involve the removal and replacement of bituminous surfacing on Princes Street to accommodate a concrete shoulder running strip adjacent to the rails. The concrete/surfacing works are limited to the tram lanes only. All road markings, road studs and areas of Antiskid/Coloured Surfacing within the areas that are affected by the works will be replaced / reinstated. The length of the works is as detailed below. Inbound Track (East Bound Carriageway)

Section 1C Chainage 121,370
Section 1D Chainage 130,000
Chainage 130,380

Outbound Track (West Bound Carriageway)

Section 1C Chainage 121,374
Section 1D Chainage 130,000
Chainage 130,380

The Programme is based on the programme assumption that the whole of Princes Street shall be available and that there will be no interruption of a summer Embargo, i.e. Full Closure of Princes Street from 3 May 2011 until end November 2011.

2. OLE Works & Street Lighting

OLE Foundations within the section from Hanover Street to Waverley Junction (7 nr) and South Charlotte Street to Lothian Road (4 nr) will be completed. Note there are utility/basement/design conflicts associated with these foundations that require resolution. All OLE poles will be erected and street lighting installed.

3. Tram Stop

The tramstop finishes will be completed but no furniture including the shelter, PID, bins etc will be installed.

4. Scottish Water

Completion of works from the original phase of construction works and includes provision of additional crossing due to OLE conflict. The pipework is in place and only the connection has to be completed. Notifications and SW requirements may affect the actual start date.

Page 1 of 1



5. BT

BT remedial works in the area of South St David Street will be completed.

6. Chambers

The remedial works will commence on 3 May 2011 and be completed.

7. Finishes

All outstanding works to footways, pedestrian barrier, signs and track drainage will be completed.

Haymarket Viaduct

The Track is to be constructed from the tangent point at the end of the straight section of track at the eastern end of Haymarket Viaduct to the tangent point at inbound track Chainage 200,260 and the tangent point at outbound track Chainage 200,207 and the road fully reinstated. Prioritised Works to Haymarket Viaduct is restricted to that necessary to lay the tracks including the concrete infill of the Rheda City track construction. (N.B. construction work on track curves must start and finish at tangent points).

Although the track bed is constructed in the second phase of traffic management, a third phase of traffic management is required (that can only take place after phases 1 & 2) to complete the outbound track (Chainage 200,207 to 200,260) that runs in Haymarket Yards. This third phase is not part of the Prioritised Works.

Depot Access Bridge

Construction continues and is anticipated to be complete in April 2011.

The Depot

Internal work on the Depot Building continues. External works are programmed to recommence on 4 April 2011. The Depot Building will be available to take delivery of up to the first five trams from 15 October 2011 following the issue by tie of a partial completion certificate in respect of the Depot Building. The trams will be unloaded on track 15 and stabled inside the Depot Building. The unloading and shunting activities of each tram into the Depot Building shall be limited to the hours between 18h00 on the delivery date and 07h00 on the following day. The Programme assumes that tram delivery will not interfere with the Prioritised Works.

The works in the Depot area to the east of the Depot Access Bridge that become redundant once the Edinburgh Gateway is instructed have been deleted from the Programme and hence "Section A" needs to be redefined. The Depot (excluding area east of Depot Access Bridge) will be available to take delivery of any further trams from 16 December 2011 following the issue by tie of a completion certificate in respect of Section A. Note warrantee period commences with the issue of the completion certificate. This will involve handover of Depot and commencement of handover procedures with the Operator.

To create a Programme that represents a complete scope of works, provisional activities have been added to represent what may require construction under the



Edinburgh Gateway. The duration and logic applied to these activities is provisional only. The actual impact of the Edinburgh Gateway on the Programme can only be determined once the works are instructed and the appropriate IFC drawings are available.

Mini Test Track

To achieve the shortest programme period the mini test track constitutes a single track on the inbound track from chainage 531,230 to 531,800. These locations are determined by the OHLE design. This track will be connected to the depot via the depot west entrance switch. A temporary Overhead Catenary System will be installed using the final back stay at chainage 531,749 at the west end and a new back stay to be installed around chainage 531,260 in the east end of the mini test track. This will result in an energised and usable track of about 400m. The period reflected in the programme includes a 2 week period for energisation tests. A temporary Overhead Catenary System will be designed and implemented on the east side of the Depot Access Bridge to enable all tracks within the Depot to be energised. The additional costs associated with implementing this temporary Overhead Catenary System to accommodate energisation of the mini test track will need to be agreed. This temporary Overhead Catenary System will be replaced at a later time with the permanent Overhead Catenary System when the Edinburgh Gateway has been designed and constructed.

The Edinburgh Gateway works also prevent the installation of the final radio mast in time to be available for the operation of the mini test track.

The programme considers that for all works adjacent to the mini test track and the final works on the mini test track area will be executed under normal construction conditions, without any restrictions. Therefore this track cannot be permanently used for testing purposes until the final installation is completed.

A8 Underpass

Phases 1, 2 and 4 are programmed to recommence on 3 May 2011.

Auxiliary Items

The Programme includes for the following auxiliary items:

- · Additional Testing in Murrayfield Corridor
- Water of Leith Sewer Lining Works
- Demolition of Plots 97/102
- Testing of Contamination
- Advanced Site investigation Works in Section 1C/1D

Remaining Off Street Works

The remaining off street works are programmed to commence on or about 2 September 2011 following the signing of a MOV by 01 July 2011.

The CAF works no longer form part of the programme however periods have been allowed for their works as previously advised by CAF to allow calculation of the dates for Section Completion A and Section Completion B.



General

The data date of the programme is 31 March 2011. For work activities currently under construction their anticipated actual progress at 31 March 2011 has been taken as the start point of the programme.

The programme for the works recognises the allowed working hours stated in the Code of Construction Practice of 0700 to 1900 Monday to Friday and 0800 to 1300 on a Saturday. However a 40 hour effective working week has been used to calculate the duration of activities to take account of rest breaks, un-exceptional weather delays and travel between work sites. Construction work will be required outside the hours stated in the Code of Construction Practice for Rail Possessions, work on busy road junctions, stringing catenary cables etc. The necessary approvals will be sought in advance for such works in accordance with the tender documents and the programme assumes that such approval will be granted as necessary to maintain the programme.

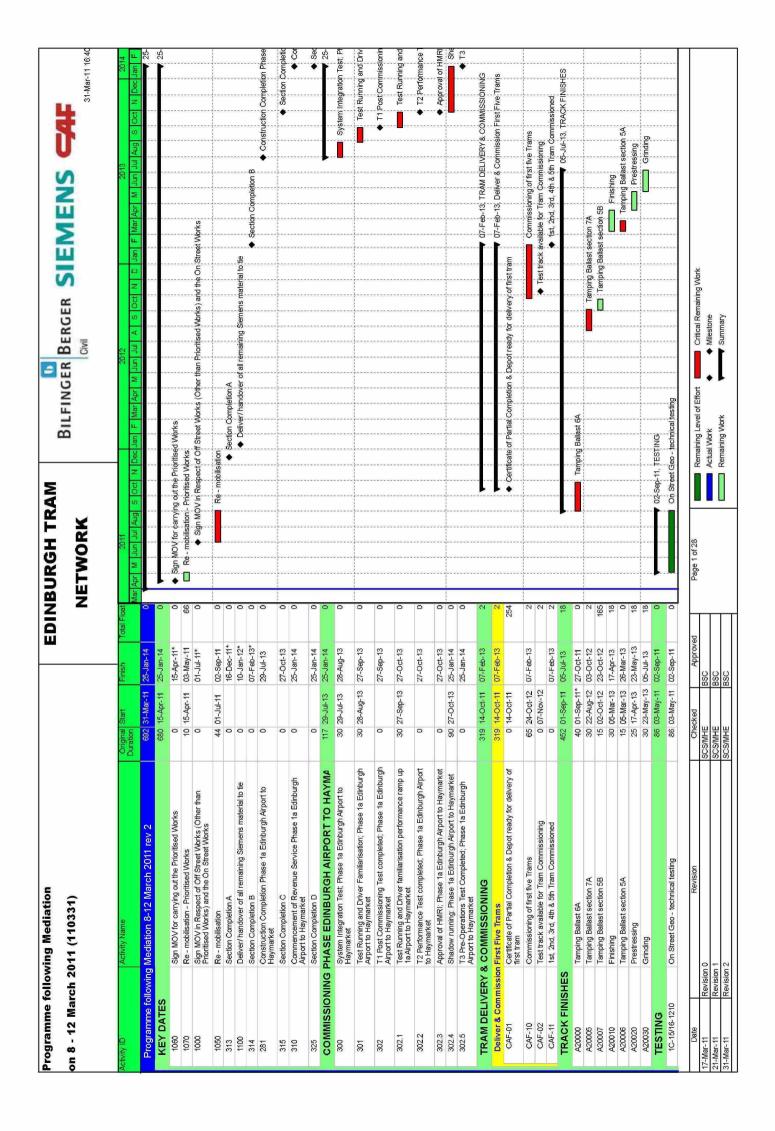
Assumptions and factual statements upon which the programme has been prepared are as set out in this document. General assumptions are as follows.

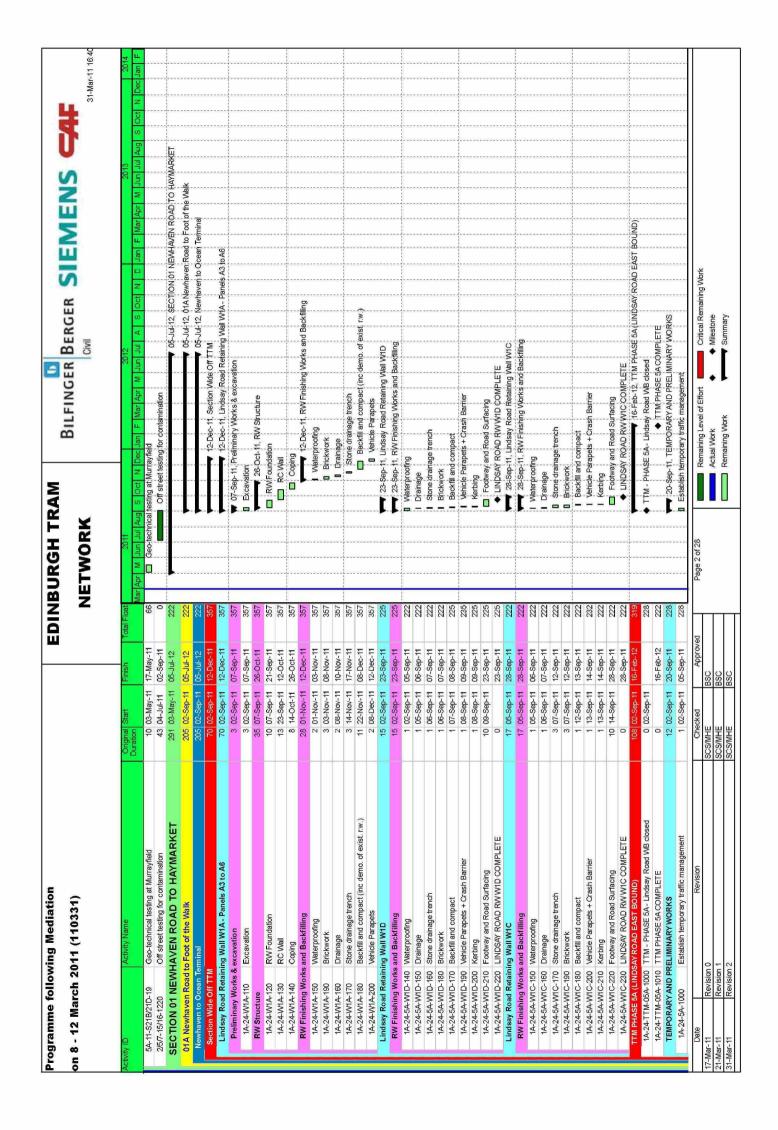
The programme assumes that all outstanding drawings have been issued at IFC status by the 31 March 2011 (excluding "Roseburn Viaduct" [the structures at Roseburn Street] (20 June 2011) and the redesign of S21B, C and D (16 May 2011))

The programme assumes that all Third Party approvals / licenses will be in place for these works to commence and proceed as shown.

Detailed programmes are available for all structures. The programme shows summaries of these programmes.

The construction works in general are subject to Network Rail approval. An eleven week period has been assumed for all Network Rail WPP and form C approvals, which includes a three week "cooling off period" for the WPP. The Programme generally shows the latest dates for these approvals.

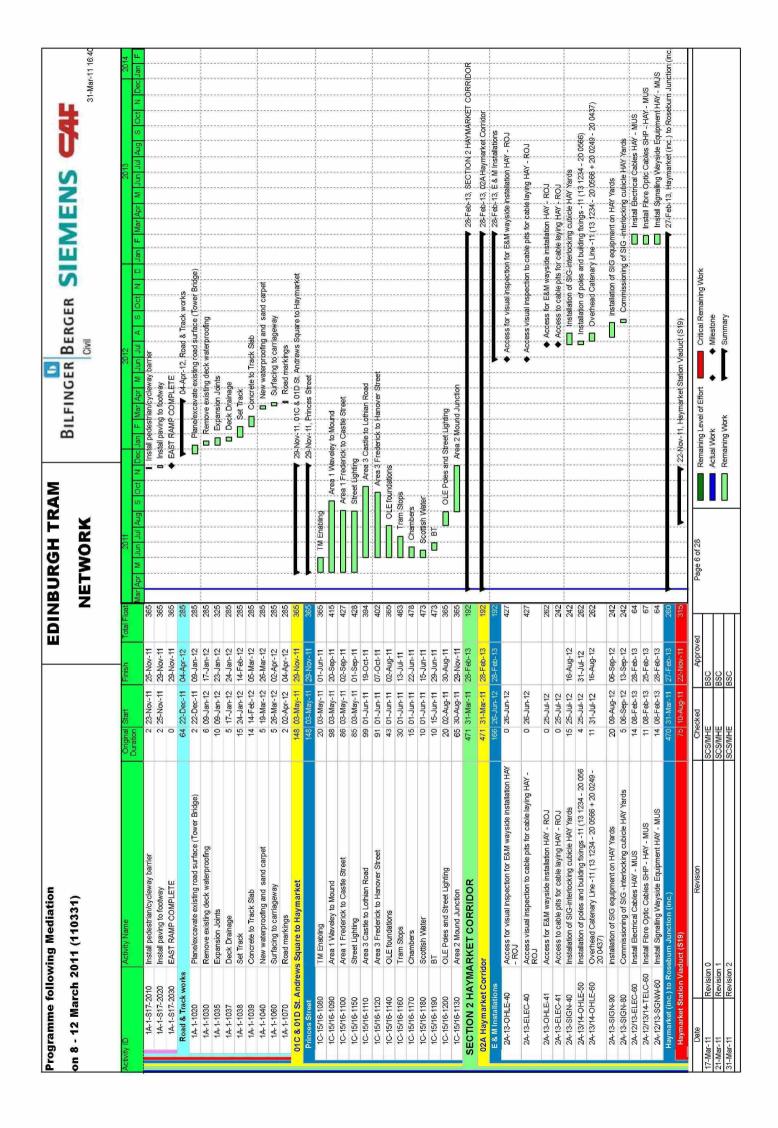


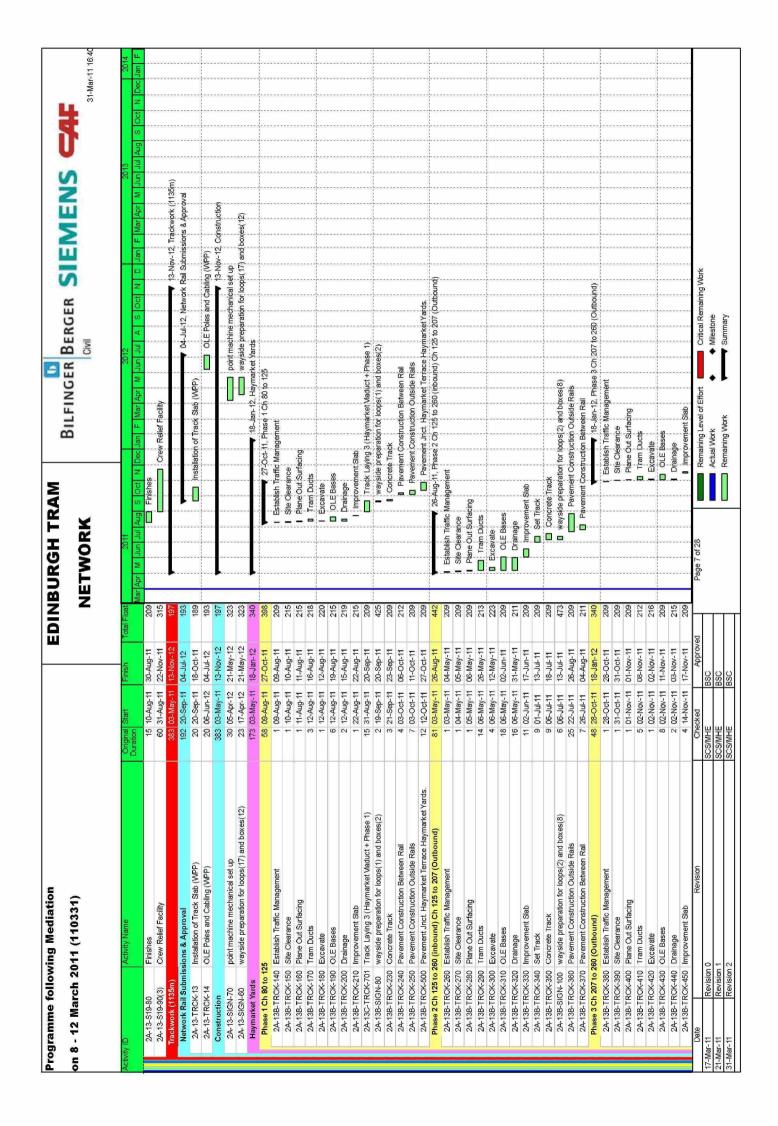


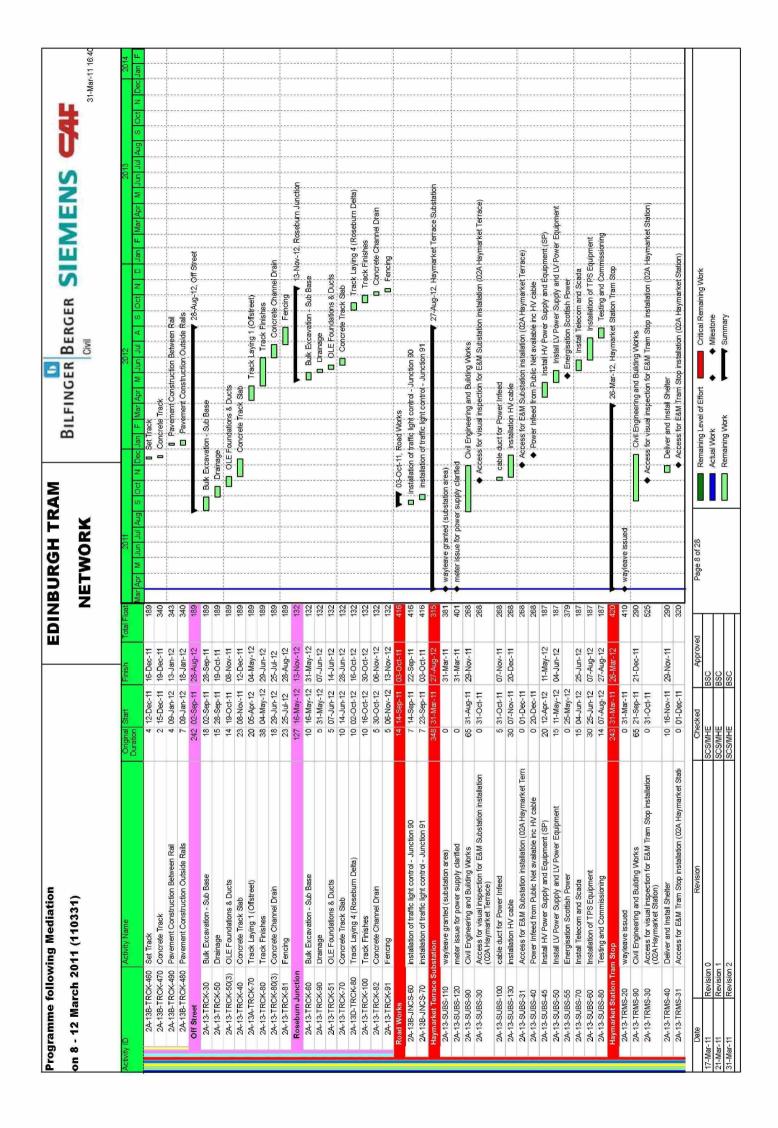
			u		
on 8 - 12 March 2011 (110331)	(011 (110331)			NETWORK	BILFINGER BERGER SIEMENS CAR SI-Mar-11 1640
sctivity ID	Activity Name	Original Start Duration	Finish	Total Float 2011	S Oct N Doc on E Mar Ane M
14-24-54-1010	Site clearance	10 05-Sep-11	19-Sep-11	Na	Site clearance
1A-24-5A-1020	Investigate services / outfall positions / inlet-outlet positions / levels	1 19-Sep-11	20-Sep-11	228	Investigate services / auffall positions / inlet-outlet positions / levels
Lindsay Road Retaining Wall W1B	ning Wall W1B	55 02-Sep-11	18-Nov-11	237	TIS-Nov-11, Lindsay Road Retaining Wall W1B
Preliminary works & excavation	& excavation	13 02-Sep-11	21-Sep-11	237	21-Sep-11, Preliminary works & excayation
1A-24-5A-W1B-100	Mobilisation, site installation and temporary fencing	1 02-Sep-11	05-Sep-11	237	Mobilisation, site installation and temporary fencing
1A-24-5A-W/B-110		10 05-Sep-11	19-Sep-11	237	Derrotto
1A-24-5A-W1B-120	Excavation	2 19-Sep-11	21-Sep-11	237	1 Excavation
RW Structure		20 21-Sep-11	19-Oct-11	237	
1A-24-5A-W/IB-130		9 21-Sep-11	04-Oct-11	237	
1A-24-5A-W/IB-140	RC Wall	11 04-0ct-11	19-Oct-11	237	11.00
KW Finishing Works and Backfilling	s and Backfilling	11-12O-61-77	11-NoN-81	187	16-Nov-11, KVV Fillsming Works and Backfulling
1A-24-5A-W1B-150		2 19-Oct-11	21-Oct-11	237	
1A-24-5A-W1B-160	_	5 Z1-Oct-11	28-Oct-11	237	L. Manager
1A-24-5A-W1B-170	Stone dramage u ench		01-Nov-11	23.25	
1A-24-5A-W1B-180			02-Nov-11	237	Backfill and compact
1A-24-5A-W1B-200	Vehicle Parapets	2 02-Nov-11	04-Nov-11	247	Vénicle Parapets
1A-24-5A-W1B-210		2 02-Nov-11	04-Nov-11	237	Keping
1A-24-5A-W1B-220		10 04-Nov-11	18-Nov-11	237	
1A-24-5A-W1B-230	LINDSAY ROAD RW W/1B COMPLETE	0	18-Nov-11	237	◆ LINDSAY ROAD RWW/18 COMPLETE
LINDSAY ROAD (EA	LINDSAY ROAD (EASTBOUND) & NEW LINK ROAD	85 28-Sep-11	09-Feb-12	222	▼ 09-Feb-12, LINDSAY ROAD (EASTBOUND) & NEWLINKROAD
1A-24-5A-1030	COMMENCE ROAD WORKS (LINDSAY ROAD)	0 28-Sep-11	L	222	◆ COMMENCE KOAD WORKS (LINDSA KOAD)
TA-24-5A-1040	ROAD WORKS COMPLETE (LINDSAY ROAD-EAST BOOM	84 28 Con 11	US-Feb-12	277	◆ ROAD WORKS COMPLETE ELINDSAY ROALFEAN BOUND) OB FAN-10 FASTROTIND
14-24-54-1050	Remove existing footway	11 28-Sep-11	13-Oct-11	222	Remove existing rootway
14-24-54-1060	Plane Main Carriageway & Footway	4 13-Oct-11	19-Oct-11	222	☐ Plane Main Carriageway & Footway
14-24-54-1070	Plane/break/lower / excavate to Formation (Lindsay Road)	38 19-Oct-11	13-Dec-11	222	
1A-24-5A-1080	Earthworks New Link Road	15 19-Oct-11	09-Nov-11	244	Earthworks New Link Road
1A-24-5A-1090	Capping layer (600mm)	38 20-Oct-11	14-Dec-11	222	Capping layer (600mm)
14-24-54-1100	Drainage and Outfalls	38 21-0ct-11	15-Dec-11	223	Drainage and Outfalls
14-24-54-1110	Ducts and Chambers Manholes & Carcholts (3nos)	38 ZI-Oct-11	03-Nov-11	252	Manholes & Carbnist (200s)
1A-24-5A-1130	Kerbing	9 12-Dec-11	23-Dec-11	222	
1A-24-5A-1140	Footpath Works	29 15-Dec-11	08-Feb-12	523	Footpath Works
SURFACING		4 23-Dec-11	12-Jan-12	240	12-Jan-12, SURFACING
1A-24-5A-1150	220mm Sub-base	1 23-Dec-11	09-Jan-12	240	- ZpOmm Sub-base
14-24-54-1160	225mm Base	1 09-Jan-12	10-Jan-12	240	I 225mm Base
14-24-54-1170	60mm Binder Course	1 10-Jan-12	11-Jan-12	240]
ROAD FINISHING	Scilli Surface Course - Mail Carrageway and Bourdary	24 23-Dec-11	09-Feh-12	252	Control Outset Course - Infant Canadamy and Doubles y
14-24-54-1190	Parapets. Guard rails	8 Z3-Dec-11	18-Jan-12	222	Parabets: Guard rails
14-24-54-1210	Installation of traffic light control	0 12-Jan-12	12-Jan-12	241	Installation of traffic light control
14-24-54-1220	Road Signs and Markings	1 12-Jan-12	13-Jan-12	240	1 Road Signs and Markings
14-24-54-1200	Landscaping	15 18-Jan-12	08-Feb-12	222	
1A-24-5A-1230	Remove temporary traffic management	1 08-Feb-12	09-Feb-12	777.	I Kennove temporary trans management
1A-24-5A-TEST-100 Handover	14-24-54-TEST-100 Handover / Acceptance of Roadworks and Trackworks	5 09-Feb-12	16-Feb-12	222	■ Handover / Acceptance of Roadworks and Trackworks
Date	Revision	Checked	Approved	1 Page 3 of 28	Domoninina I autol de Effect
17-Mar-11 Revision	0.0	SCS/MHE	BSC	¥2	
21-Mar-11 Revision 1	nî	SCS/MHE	BSC)
			500,000		

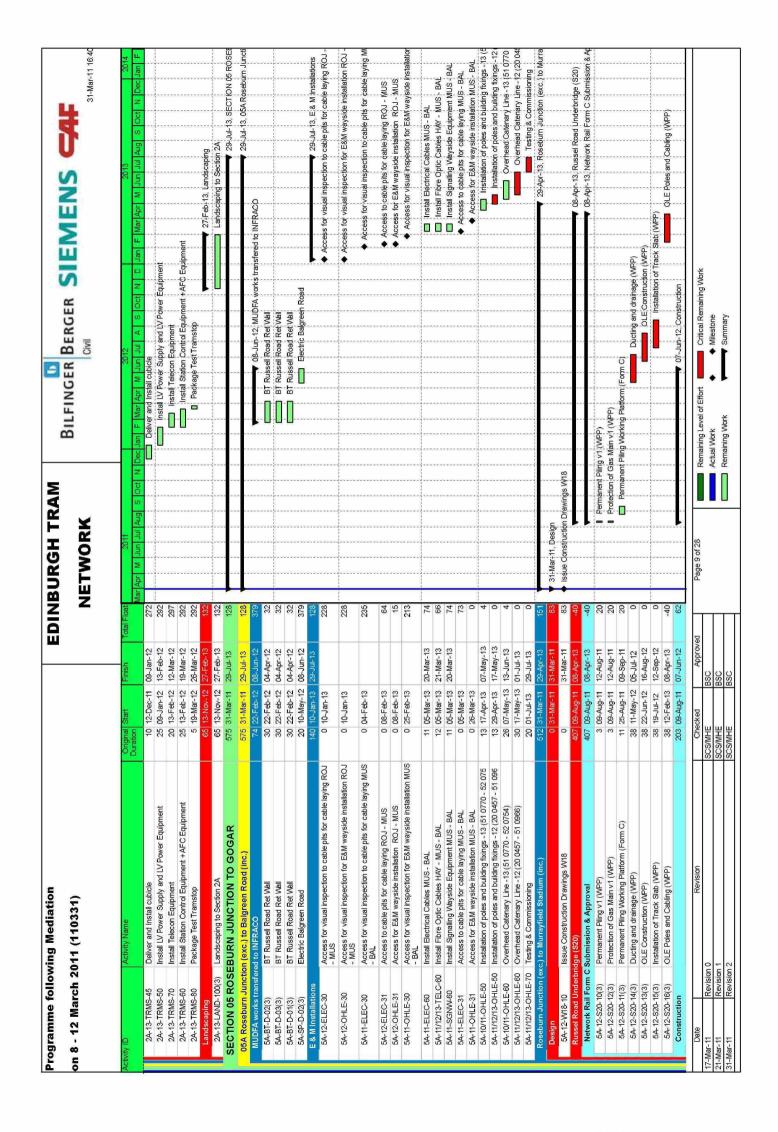
on 8 - 12 March 2011 (110331)	2011 (110331)			METWORK	BILFINGER BERGER SIEMENS CAR
				MEIWORK	GWI 31-Mar-11 16:40
Activity ID	Activity Name	Original Start Finis Duration	h Total F	oat 2011 Mari And Milling Ind Aud	2014 2015 2014 2015 2014 2015 2014 2015 2014 2015 2014
1A-24-5A-TEST-11	1A-24-5A-TEST-110 Start remaining E&M works along track	0 16-Feb-12			◆ Start remaining E&M works along track
TTM PHASE 5B (LIN	TM PHASE 5B (LINDSAY ROAD WEST BOUND)		05-Jul-12	223	▼ 06-Jul-12, TTM PHASE 5B (LINDSAY ROAD WEST BOUND)
1A-24-11M-05B-10	8	0 16-Feb-12		c77,	I I M PHASE/St. Lindsay Road EB glosed
1A-24-11M-05B-01 1A-24-TTM-05B-10	14-24-11M-05B-01 Commence 11M Works 14-24-TTM-05B-1010 TTM PHASE 5B COMPI FTE	0 16-Feb-12 0 05-J	05-Jul-12	220	◆ Commence I I M Works TTM PHASE 5B:COMPIETE
TEMPORARY AND	FEMPORARY AND PRELIMINARY WORKS	16-Feb-12	27-Feb-12	225	▼ 27-Feb-12, TEMPORARY AND PRELIMINARY WORKS
1A-24-5B-1000	Establish temporary traffic management	16-Feb-12	17-Feb-12	222	ш
1A-24-5B-1010 1A-24-5R-1020	Site clearance Investigate services / outfall nostions / Investigate services / outfall nostions /	5 17-Feb-12 24-F	24-Feb-12 27-Feh-12	225	Site clearance Muserinate services to that notitions units notitions (leavels)
levels levels LINDSAY ROAD (WESTBOUND)	levels		28-Jun-12		
1A-24-5B-1030	COMMENCE ROAD WORKS (LINDSAY ROAD-WESTBOUT	16-Feb-12	1	222	◆ COMMENCE ROAD WORKS (LINDSAY ROAD:WESTBOUND)
1A-24-5B-1040	ROAD WORKS COMPLETE (LINDSAY ROAD)	700,000	28-Jun-12	222	◆ ROAD WORKS COMPLETE (LINDSAY ROAD)
WESTBOUND	-)	16-Feb-12	22-Jun-12	222	
1A-24-5B-1050	Remove existing footway		23-Feb-12	223	-
1A-24-5B-1060 1A-24-5B-1070	Plane Main Carriageway & Footway Dane/break/lower / excavate to Formation / Lindsay Road)	23-Feb-12 01-Mar-12	01-Mar-12 11-May-12	22.2.2	U Plane Main Carriageway & Footway Plane Main Carriageway & Footway in Formation (Indexv Road)
1A-24-5B-1080	Capping layer (600mm)	\rightarrow	14-May-12	224	Capping layer (600mm)
1A-24-5B-1090	Drainage and Outfalls		15-May-12	222	Drainage and Outfals
1A-24-5B-1100	Ducts and Chambers	-	15-May-12	222	Duck and Chambers
1A-24-5B-1110	Kerbing	10 10-May-12 24-N	24-May-12	224	- Kerbing
SIIREACING	roupail works	-	22-Juli-12	777 VAC	TOUGHT WORKS
1A-24-5B-1130	220mm Sub-base	24-May-12	25-May-12	240	220mm Sub-base
1A-24-5B-1140	Z25mm Base	100	29-May-12	240	II Zzémmi Base
1A-24-5B-1150	60mm Binder Course		30-May-12	240	60mm Binder Course
1A-24-5B-1160	35mm Surface Course - Main Carriageway and Boundary	1 30-May-12 31-N	31-May-12	240	35mm Surface Course - Main Carriageway and Boundary
1A-24-5R-1170	Road Stops and Markings	31-May-12	28-Juli-12	040	Road Suns and Marking
1A-24-5B-1180	Landscaping	14-Jun-12	27-Jun-12	222	Landscaping
1A-24-5B-1190	Remove temporary traffic management	- arase	28-Jun-12	222	LE.
COMMISSIONING AND TESTING	AND TESTING		05-Jul-12	222	▼ 05-Jul-12, COMMISSIONING AND TESTING
1A-24-5B-TEST-10	1A-24-5B-TEST-100 Handover / Acceptance of Roadworks and Trackworks	200	05-Jul-12	222	☐ Handover /Acceptance of Roadworks and Trackworks
TTM PHASE 7 (CH. ~ 160-450)	TAZ4-3D-TEST-TTO STATETION THE EARLY WORKS AND BY LACK	69 02-Sep-11 09-Dec-	ec-11	777	© 09 Dec-11. TTM PHASE 7 (CH ~ 160-450)
1A-24-TTM-07-1000				360	
1A-24-TTM-07-1010	0 TTM PHASE 7 COMPLETE		09-Dec-11	358	◆ TITM PHASE 7 COMPLETE
TEMPORARY AND	TEMPORARY AND PRELIMINARY WORKS		07-Sep-11	360	1 07-Sep-11 TEMPORARY AND PRELIMINARY WORKS
1A-24B-7-1000	Establish temporary traffic management.	1 UZ-Sep-11 US-S	U5-Sep-11	360	Estabish temporary tranic management. Site charanne
1A-24B-7-1020	Investigate services / outfall positions / inlet-outlet positions / levels		07-Sep-11	980	Investigate services / outfall positions / inlet-outlet positions / levels
Lindsay Road Reta	Lindsay Road Retaining Wall W1A - Remaining Works	69 02-Sep-11 09-E	09-Dec-11	358	▼ 09-Dec-11, Lindsay Road Retaining Wall W1A - Remaining Works
RW Finishing Wo	RW Finishing Works and Backfilling		09-Dec-11	358	▼ 09-Dec-11, RWFInishing Works and Backfilling
1A-24-7-W1A-150) Waterproofing			328	1 Waterproofing:
1A-24-7-W1A-160			21-Sep-11	358	□ Drahage
1A-247-W1A-190 1A-247-W1A-170	D Brickwork Stone drainage trench	13 15-Sep-11 04-0 13 16-Sep-11 05-0		358	Brickwork Stone drainage trench
Date	1	11-	Pay	Page 4 of 28	
			no no ide	7 age 4 01 20	evel of Effort
21-Mar-11 Revision 1	ion 1	SCS/MHE BSC			.
					Kemaining Work

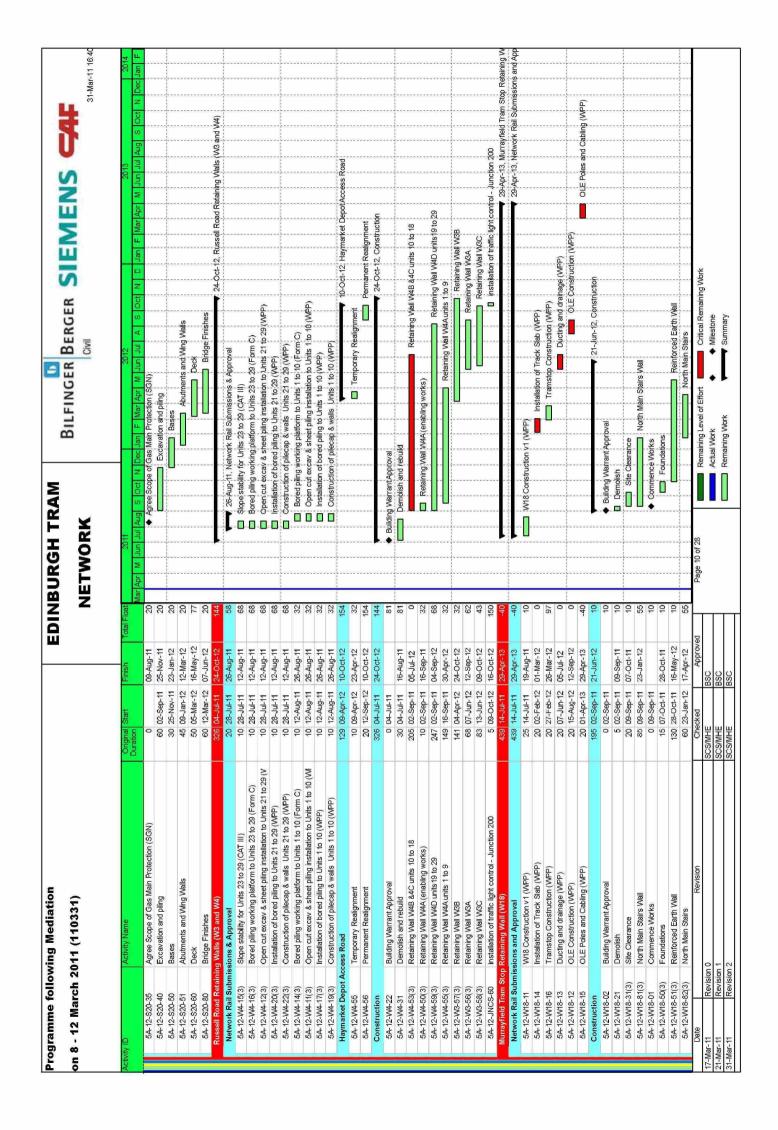
	riogianime following mediation		ij	DINBURGE I KAM	
on 8 - 12 March 2011 (110331)	2011 (110331)			NETWORK	BILFINGER BERGER SIEMENS CARE
Activity ID	Activity Name	Original Start Fi	Tot	al Float 2011	2012 2013 2014
	A STATE OF THE STA	_	and the second	Mar Apr M Jun Jul Aug S Oct	N Dec Jan F Mar Apr M Jun Jul A S Oct N D Jan F Mar Apr M Jun Jul Aug S Oct N Dec Jan F
1A-247-W1A-180	Backfill and compact (incl. demolition of exist, KW) Vehicle Paranets	8 28-Nov-11 09	28-Nov-11 09-Dec-11	00 00 00 00 00 00 00 00 00 00 00 00 00	■ Backfill and compact (inc. demolition of exist. KW) ■ Vehicle Parapets
1A-24-7-W1A-210	LINDSAY ROAD RWWIACOMPLETE	1000	09-Dec-11	358	◆ LINDSAY ROAD RWWA COMPLETE
Ocean Terminal to Port of Leith	rt of Leith	142 02-Sep-11 04	04-Apr-12	285	▼ 04-Apr-12, Ocean Terminal to Port of Leith
Tower Place Bridge (S17	S17)	02-Sep-11	04-Apr-12	5 282	▼ 04-Apr-12, Tower Place Bridge (S17)
Demolition of North copy and dock	TOWER PLACE BRIDGE (S17) STRUCTURE COMPLETE	10 00 San 11 30	22-Dec-11	C 287	◆ LOWER PLACE BRIDGE (\$17) STRUCTURE COMPLETE 30. Con. 14 Damolfon of North cone and deck.
1A_1_S47_1670	Move nontrone to North eide of Bridge		23-3ep-11		4.25-050-11. Demonstrate of the contract of th
1A-1-S17-1675	Remove Existing Barriers		06-Sep-11		Remove Existing Barriers
1A-1-S17-1680	Cut and remove existing parapet cope by diamond wire sawii	7 06-Sep-11 15	15-Sep-11		Out and remove existing parapet cope by diamond wire sawing
1A-1-S17-1690	Remove existing deck section by robolition		29-Sep-11		Remove existing deck section by robolition
Concrete works to North Deck section	North Deck section	07-Oct-11	14-Dec-11	286	■ 14 Dec-11, Concrete works to North Deck section
1A-1-S17-1700	Install formwork to deck slab extension	20 07-0ct-11 04	04-Nov-11	1 0	Install formwork to deck slab extension
141-817-1720	Pour concrete to deck slab		17-Nov-11	282 882	Install and center, to deck, stab
14-1-517-1730	Install formwork for deck cope	100000	21-Nov-11	788	☐ Install formwork for deck cope
1A-1-S17-1740	Pour concrete to deck cope	26-Oct-11	23-Nov-11	285	☐ Pour concrete to deck cope
1A-1-S17-1750	Strip cope formwork	23-Nov-11	25-Nov-11	285	I. Strip cope formwork
1A-1-S17-1780	Waterproofing to deck concrete	2 25-Nov-11 29	29-Nov-11	7882	Waterproxing to deck concrete String formulation independent of dock exchine
North verde works	סתום ומווואמע וס מוומפו פומפ מו מבנע פבנונסו		22-Dec-11	\$ 20 X 20 X 20 X 20 X 20 X 20 X 20 X 20	■ 22-Dec-11. North verge works
1A-1-S17-1820	Install tram ducting & sleeves & SS hangers		07-Oct-11		Install tramducting & sleeves & SS hangers
1A-1-S17-1760	Install pedestrian/cycleway barrier to cope	29-Nov-11	02-Dec-11	293	I Install pedestrian/cycleway barrier to cope
14-1-S17-1790	Install Kerbs & service ducting to North verge		14-Dec-11	285	install Kebs 8. service ducting to North verge
1A-1-517-1800	Install intill concrete Install duction cuspanded from undereide of coffit	1 14-Dec-11 15 5 15 Dec-11 22	15-Dec-11	C887	Install intill concrete
South access ramps			29-Nov-11	365	29-Nov-11, South access famps
West ramp		02-Sep-11	14-Oct-11		4-Opt-11 Westramp
1A-1-S17-1830	Excavate area for south West ramp	3 02-Sep-11 07	07-Sep-11	365	Excavate area for south West/ramp
1A-1-S17-1840	Blinding for precast units		09-Sep-11		Binding for preçast units
14-1-517-1850	Place precast ramp units	09-Sep-11	13-Sep-11		Place presast amplunits
1A-1-S17-1850	Institutions and sections Rithmen paint to concrete	2 29-Sep-11 03	03-0ct-11	Sept.	Institutiamp Sections:
14-1-517-1880	Backfill paving area	03-Oct-11	06-Oct-11		Backfill paying area
1A-1-S17-1890	Install paving to footway		12-0ct-11		install paving to footway
1A-1-S17-1900	Install pedestrian/cycleway barrier	2 12-Oct-11 14	14-0ct-11	365	Install pedestrian/cycleway barrier
East ramp		-	29-Nov-11	•	▼20 total LECT. ▼ 29-Nov+11, East ramp
1A-1-S17-1920	Excavate area for South East ramp		19-Oct-11		Excavate area for South East ramp
1A-1-S17-1930	Excavate area for retaining wall	19-Oct-11	21-0ct-11		Ш.
1A-1-S17-1940	Construct retaining wall		04-Nov-11		
14-1-517-1950	Binding for units	2 04-Nov-11 08	10-Nov-11	COS	U Sinding for units
1A-1-S17-1970	Bitumen paint to concrete	10-Nov-11	14-Nov-11	365	Bitumen paint to concrete
1A-1-S17-1980	Install trieff kerbs		17-Nov-11	365	I install trieff kerbs
1A-1-S17-1990	Insatil Aco channel		21-Nov-11	392	☐ InsatlAccioname
1A-1-S17-2000	Install deterrant paving	2 21-Nov-11 23	23-Nov-11	392	Il Install deterrant paving
Date	Revision	Checked	Approved	Page 5 of 28	
					evel of Etrort
	n 1				•
31-Mar-11 Revision 2	พ 2	SCS/MHE BSC	()		Netraning work

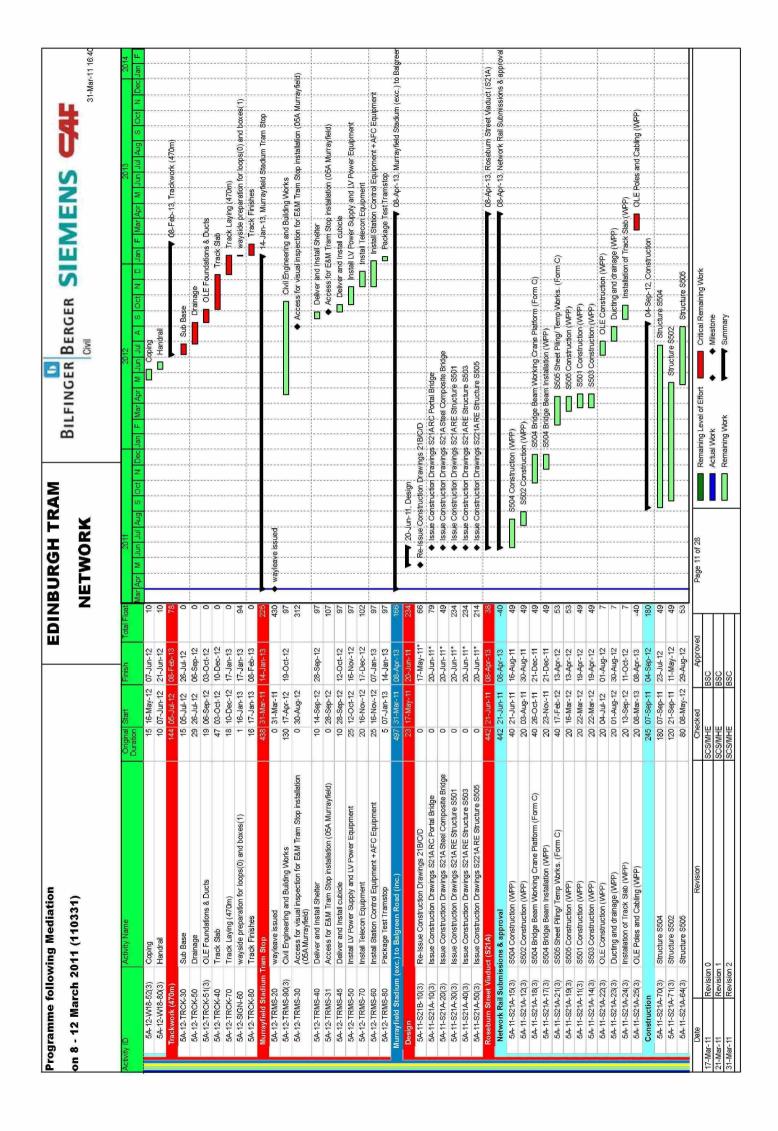


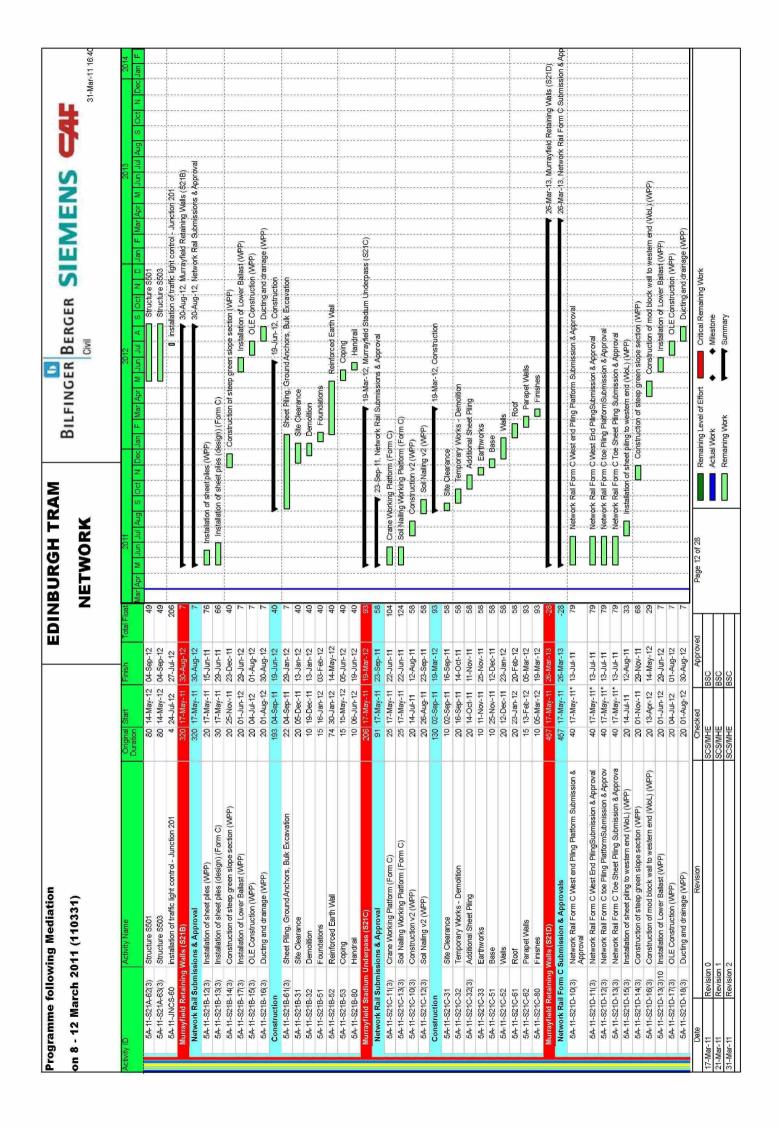


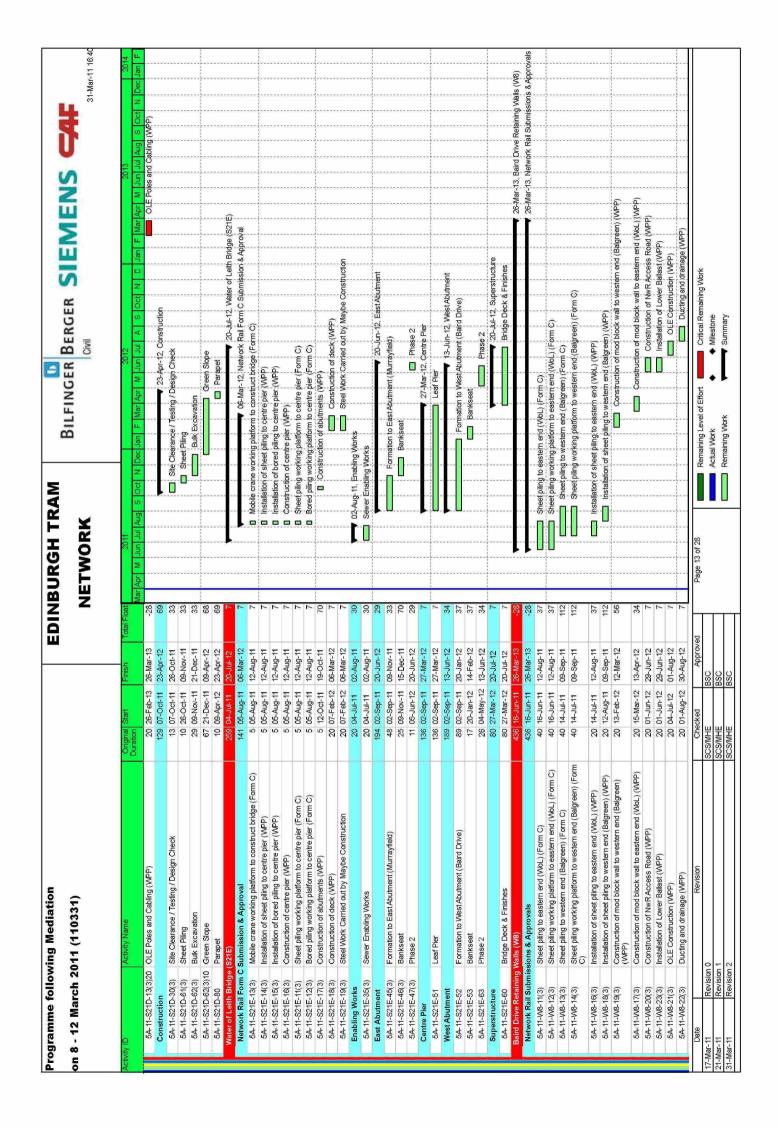


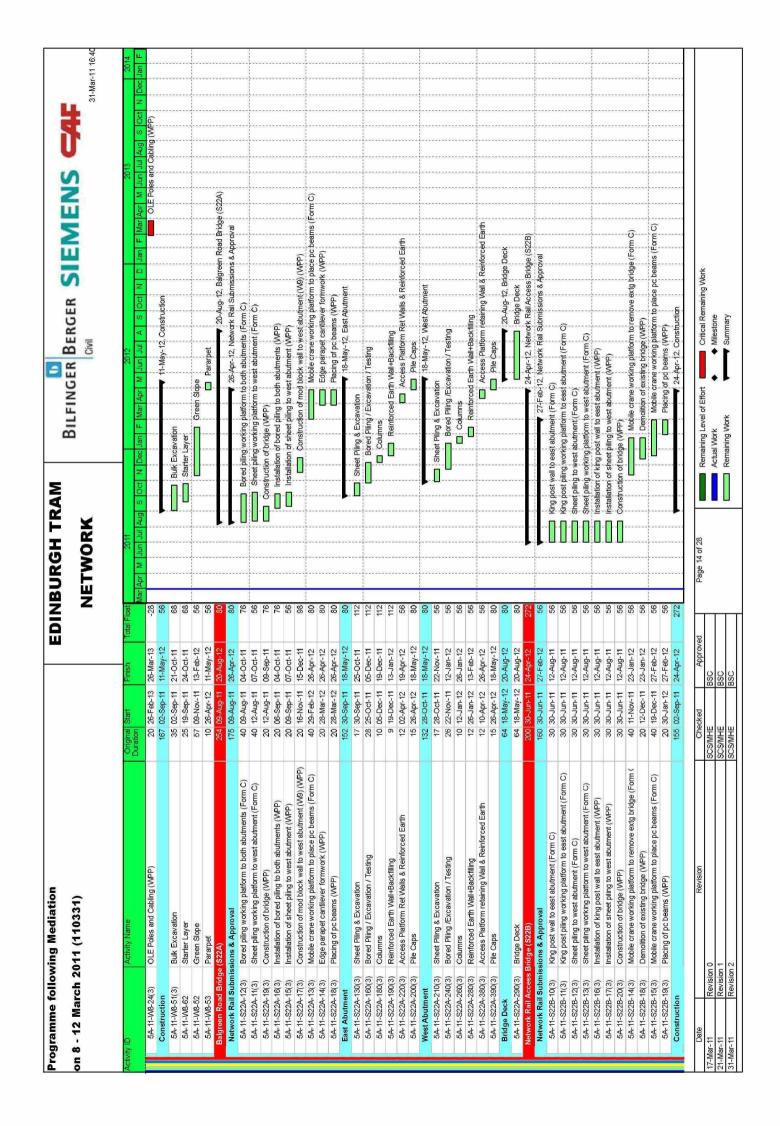


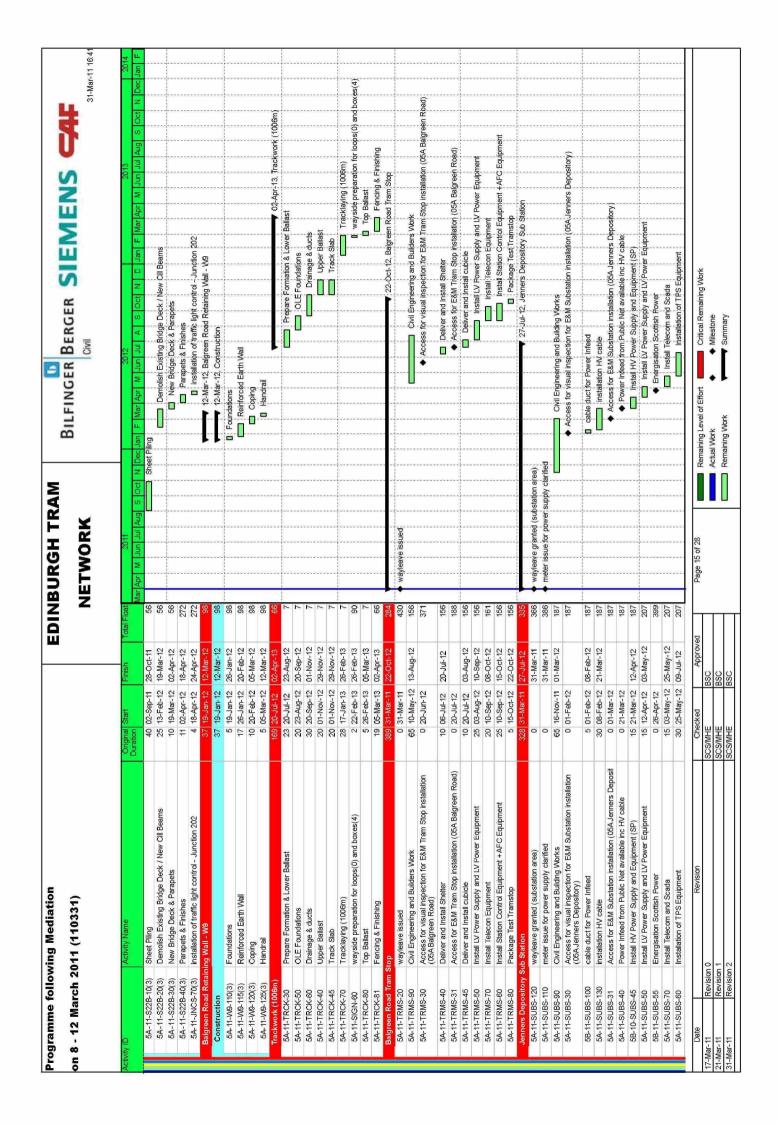




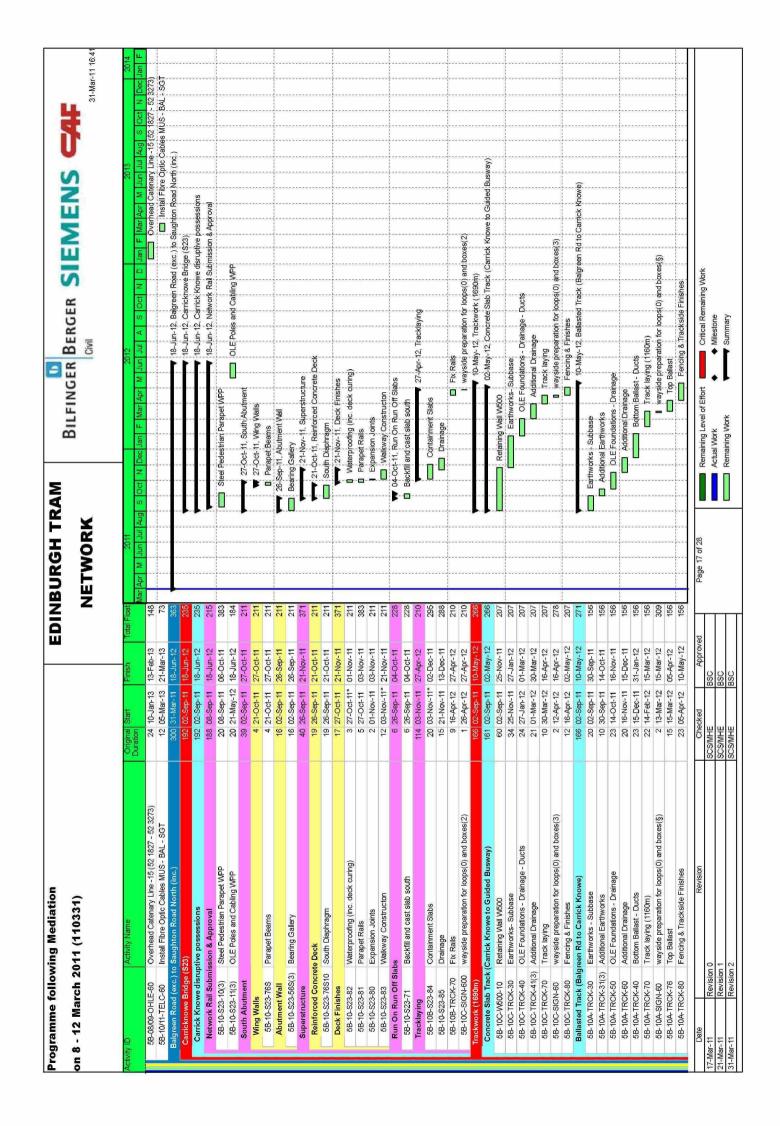


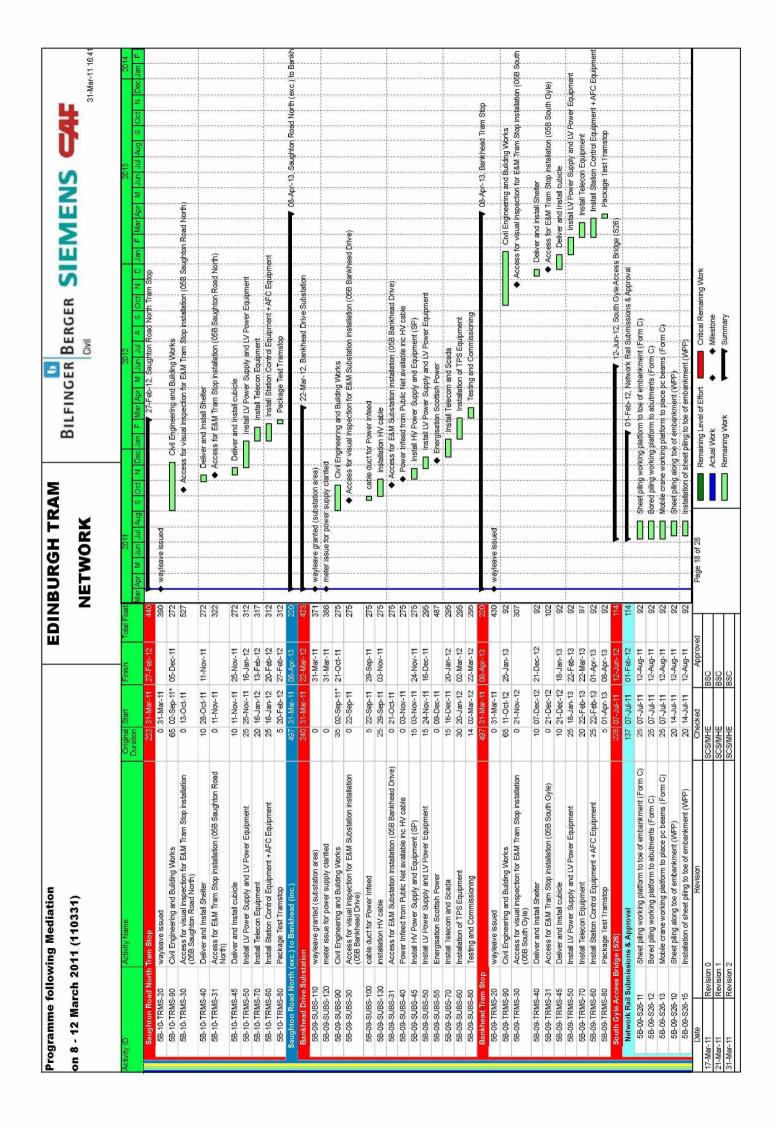


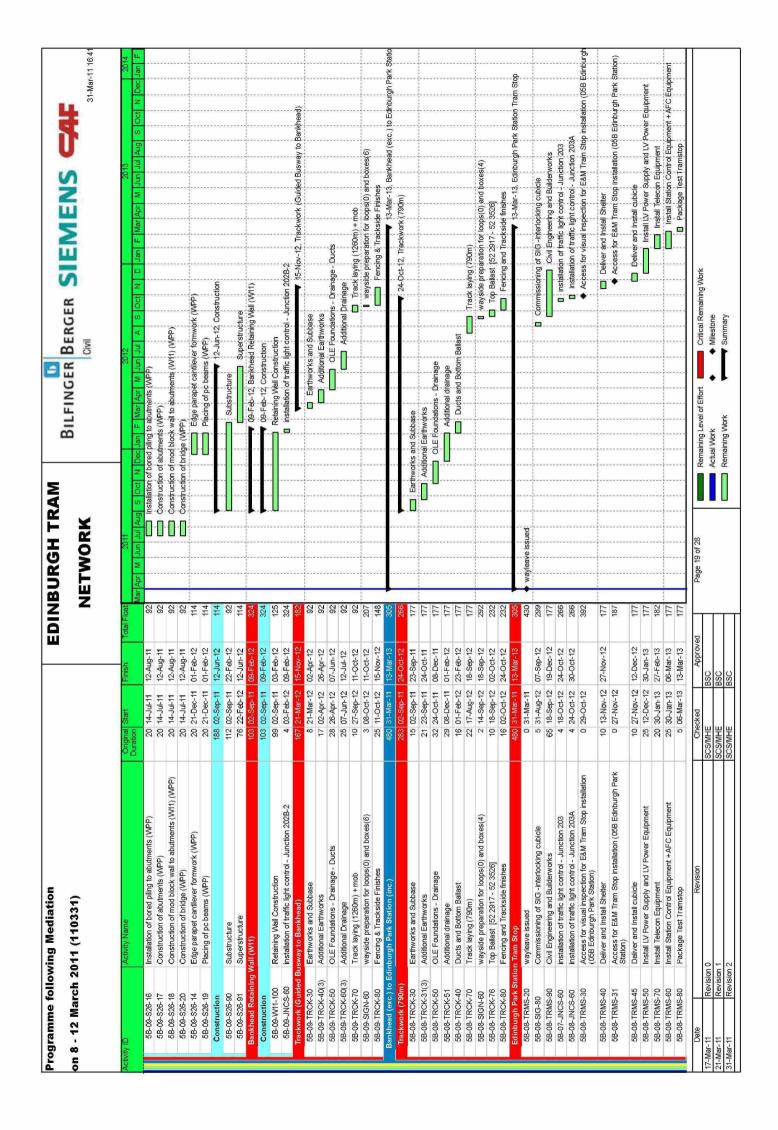


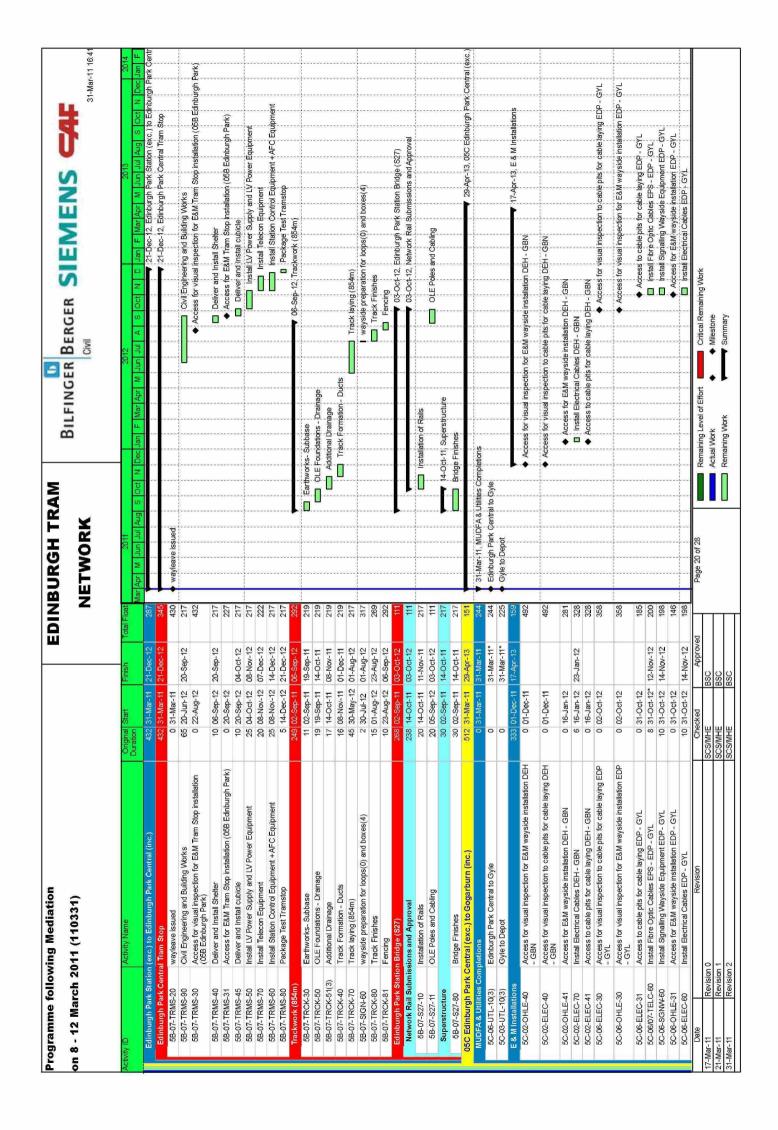


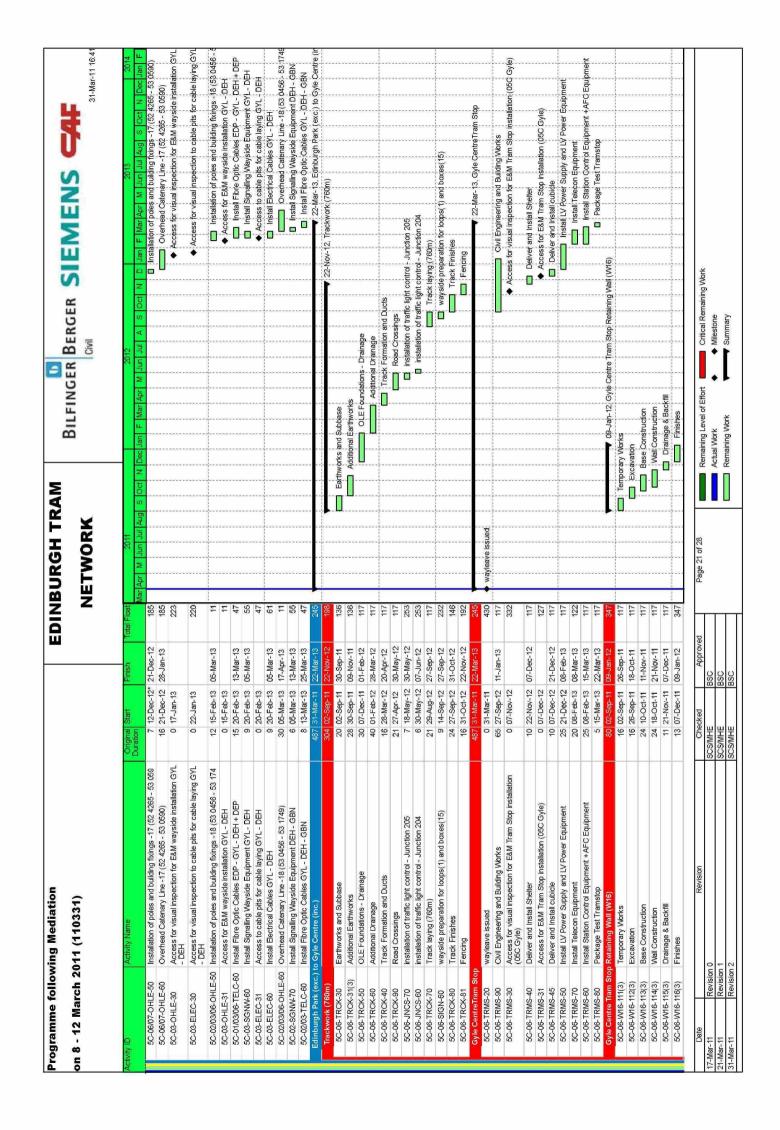
on 8 - 12 March 2	on 8 - 12 March 2011 (110331)		Ī ——		NETWORK	BILFINGER	BILFINGER BERGER SIEMENS CA
stvity ID	Activity Name	Original Start	Finish		2011	2	112 2013
00 000 00 00	# CONTROL SOCIETY OF THE CONTROL OF	3		Mar	Apr M Jun Jul Aug S Oct N Dec	Jan F Mar Apr M	-
SA-11-SUBS-80	SA-11-SUBS-80 lesting and Commissioning	14 US-Jul-12	27-Jul-72	20/			Legting and Commissioning:
MIDEA & Hillries Completions	(exc.) to Edition girl ain Cellulai (inc.)	0 34-Mar-11	31-Mar-11	→	31-Mar-11 MIDEA & Hilling Completions		
5B-09-UTL-10(3)	Saughton Road North to Bankhead (South Gyle Access Sawer Diversion)	0	31-Mar-11*	•	Saughtón Road Northto Bankhead (South Gyle Access Sewer Diversion)	uth Gyle Access Sewer Div	ersion)
E & M Installations		234 10-Apr-12	21-Mar-13	201		1	▼ 21-War-13, E'& M Installations
5B-10-ELEC-30	Access for visual inspection to cable pits for cable laying BAL - SGT	0 10-Apr-12		416		◆ Access	Access for visual inspection to cable pits for cable laying BAL - SGT
5B-10-OHLE-30	Access for visual inspection for E&M wayside installation BAL - SGT	0 10-Apr-12		416		◆ Access	Access for visual inspection for E&M wayside installation BAL - SGT
5B-10-ELEC-31	Access to cable pits for cable laving BAL - SGT	0 10-May-12		253		•	cess to cable pits for cable laving BAL - SGT
5B-10-OHLE-31	Access for E&M wayside installation BAL - SGT	0 10-May-12		207		• A	Access for E&M wayside installation BAL - SGT
5B-09/10-OHLE-50 5B-07-OHLE-30	Installation of poles and building fixings -14 (52 0535 - 52 203 Access for visual inspection for E&M wayside installation EPS EPB	10 10-Jul-12 0 24-Jul-12	23-Jul-12	230			■ Installation of poles and building fixings -14 (52,0536 - 52,2032) ◆ Access for visual inspection for E&M way side installation EPS - EDP
5B-07-ELEC-30	Access for visual inspection to cable pits for cable laying EPS - FNP	0 24-Jul-12		452			◆ Access for visual inspection to cable pits for cable laying EPS - EDP
58-07-FI FC-60	Install Flectrical Cables FPS - FDP	7 23-Aug-12	03-Sen-12	295			Install Flectrical Cables FPS - FDP
5B-07-OHLE-31	Access for E&M wayside installation EPS - EDP	0 23-Aug-12	4	269			
5B-07-ELEC-31	Access to cable pits for cable laying EPS - EDP	0 23-Aug-12		287			◆ Access to cable pits for cable laying EPS + EDP
5B-07-SGNW-60	Install Signalling Wayside Equipment EPS - EDP	7 23-Aug-12	03-Sep-12	287			☐ Install Signalling Wayside Equipment EPS - EDP
5B-08-OHLE-30	Access for visual inspection for E&M wayside installation BNK - EPS	0 25-Sep-12		416			 ◆ Access for visual inspection for E&M wayside installation BNK
5B-08-ELEC-30	Access for visual inspection to cable pits for cable laying BNK - EPS	0 25-Sep-12		416			 Access for visual inspection to cable pits for cable laying BNK
5B-09-ELEC-30	Access for visual inspection to cable pits for cable laying SGT - BNK	0 17-Oct-12		332			◆ Access for visual inspection to cable pits for cable laying SGT - BN
5B-09-OHLE-30	Access for visual inspection for E&M wayside installation SGT - BNK	0 17-Oct-12		332			◆ Access for visual inspection for E&M wayside installation SGT:- BNH
5B-08-SIGN-40	Installation of SIG-interlocking cubicle EPS	15 24-Oct-12	14-Nov-12	246			mstallation of SIG-interlocking cubicle EPS
5B-08-ELEC-31	Access to cable pits for cable laying BNK - EPS	0 24-Oct-12		245			◆ Access to cable pits for cable laying BNK- EPS
5B-07/08-TELC-60	Install Fibre Optic Cables BNK - EPS - EDP	8 24-Oct-12	05-Nov-12	258			☐ Install Fibre Optic Cables BNK- EPS-EDP
5B-08-SGNW-60	Install Signalling Wayside Equipment BNK- EPS	8 24-Oct-12	05-Nov-12	258			Install Signalling Wayside Equipment BNK - EPS
5B-07/08-OHLE-50	Installation of poles and building fixings -16 (52 3059- 52 446	9 24-Oct-12	06-Nov-12	233			Installation of poles and building fixings -16 (52 3059- 52 4464)
58-08-UHLE-31	Access for Early wayside installation BINK - EPS	0 24-Oct-12	OF Mov. 12	252			Access of Early wayside installation bink- EPS Install Electrical Confession Co
5B-09/10-0 HI E-60	Overhead Catenary Line -14 (5) 0535 - 52 2032)	26 OF-Novi-12		179			
5B-07/08-OHLE-60	Overhead Catenary Line -16 (52 3059 - 52 4464 + 52 3621 -	24 07-Nov-12	_	179			Overhead Catenary Line -16 (52 3059 + 52 4464)
200	52 3696)		\rightarrow				
5B-08-SIGN-90	installation of SIG equipment on crossover EPS	5 07-Nov-12		246			Installation of SIG equipment on crossover EPS
58-08-SIGN-80	Commissioning of SIG-interlocking cubicle EPS	5 14-Nov-12		246			
2B-09-SGNWF60	Install Signaling Wayside Equipment SG1 - BINK	ZT-VON-CT UT	Z1-V0VI-6Z	60			Install Signalling wayside Equipment 3.5 - Bry K
5B-09-ELEC-31	Access to cable pits for cable laying SGT - BINK	21-Nov-12	Ch 10/1 00	109			Access to cable pits for cable laying 5G1 - BNK Access to cable pits for cable laying 5G1 - BNK
5B-09-OHLE-31	Access for E&M wayside installation SGT - BNK	0 15-Nov-12		148			Access for E&M wavside installation SGT - BNK
5B-09-ELEC-60	Install Electrical Cables SGT - BNK	10 15-Nov-12	29-Nov-12	159			☐ Install Electrical Cables SGT - BNK
5B-09/10-TELC-60	Install Fibre Optic Cables BAL - SGT - BNK	12 28-Nov-12	-	161			Install Fibre Optic Cables BAL - SGT - BNK
5B-10-SGNW-60	Install Signalling Wayside Equipment BAL - SGT	13 29-Nov-12	19-Dec-12	159			Install Signalling Wayside Equipment BAL - SGT
5B-08/09-OHLE-50	Install Electrical Cables BAL - SGT Installation of poles and building fixings -15 (52 1827 - 52 327	13 29-Nov-12 10 13-Dec-12	19-Dec-12 10-Jan-13	159			Install Electrical Cables BAL - SGT Installation of poles and building fixings - 15 (52 1827)
- Control of the Cont							11
ate	Revision	Checked	Approved	Ī	Page 16 of 28	Remaining Level of Effort	Critical Remaining Work
74 Mar 11 Revision U		SCS/MHE	BSC	T	Act	Actual Work	◆ Milestone
		ILM 600	200			Contract of the Contract of th	

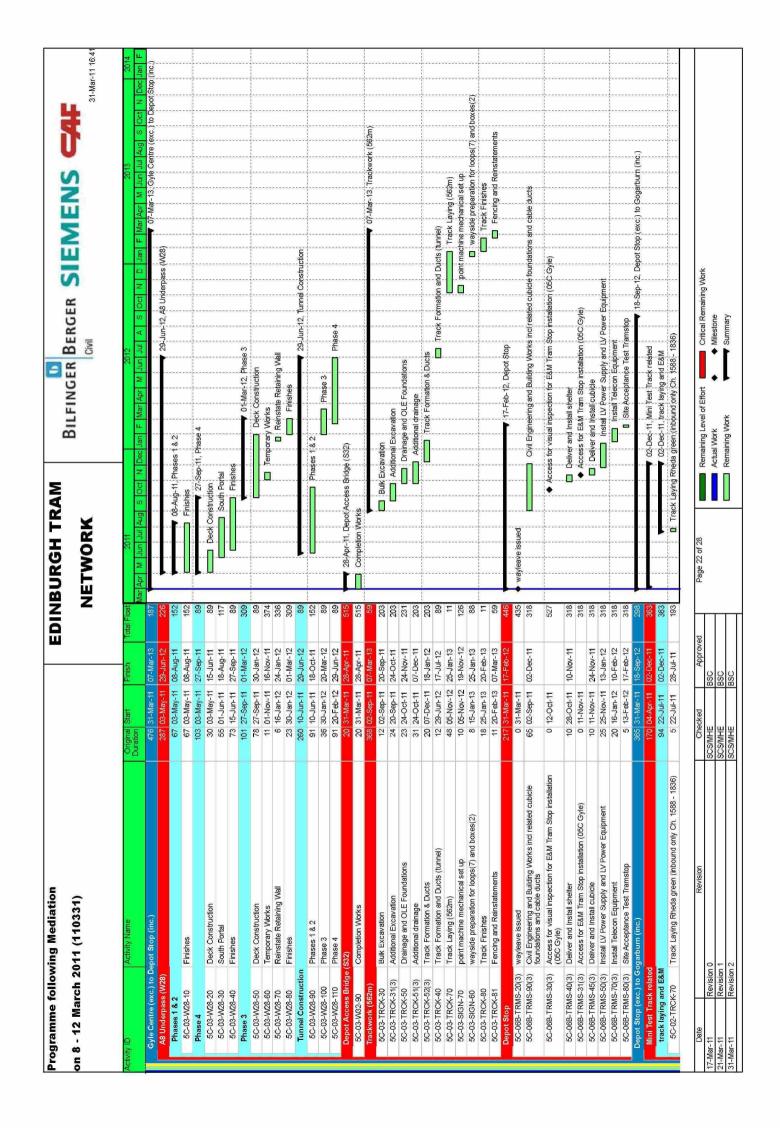


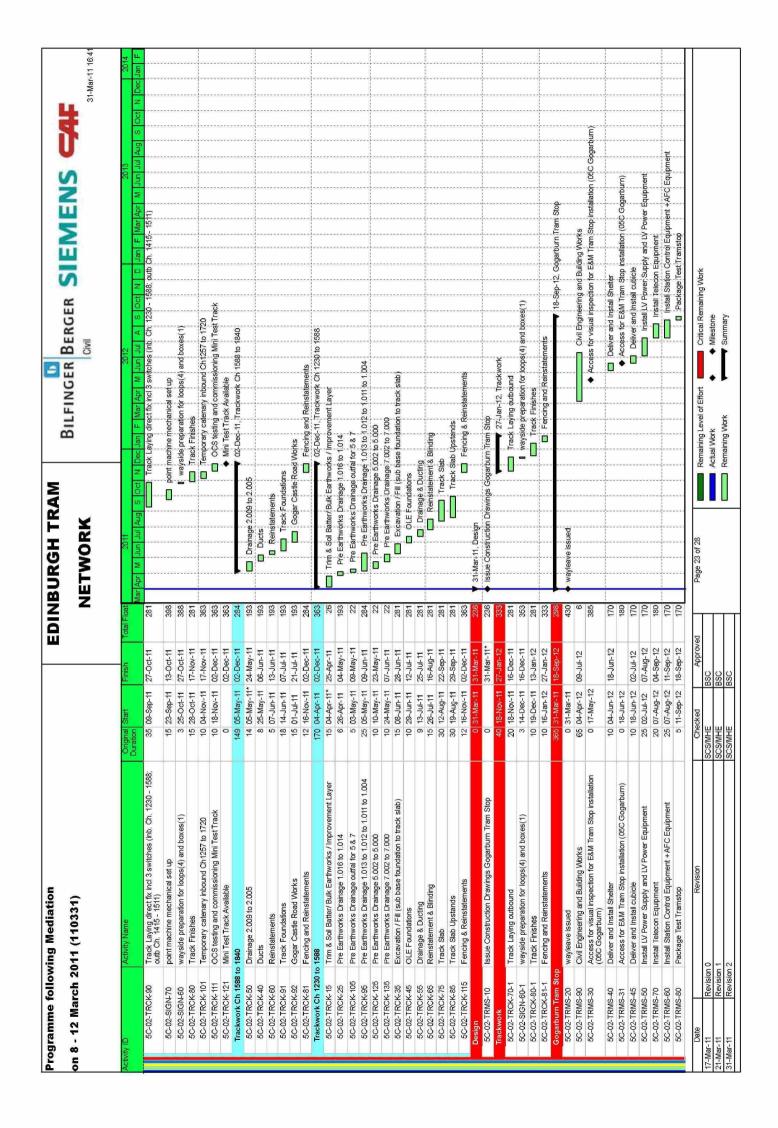


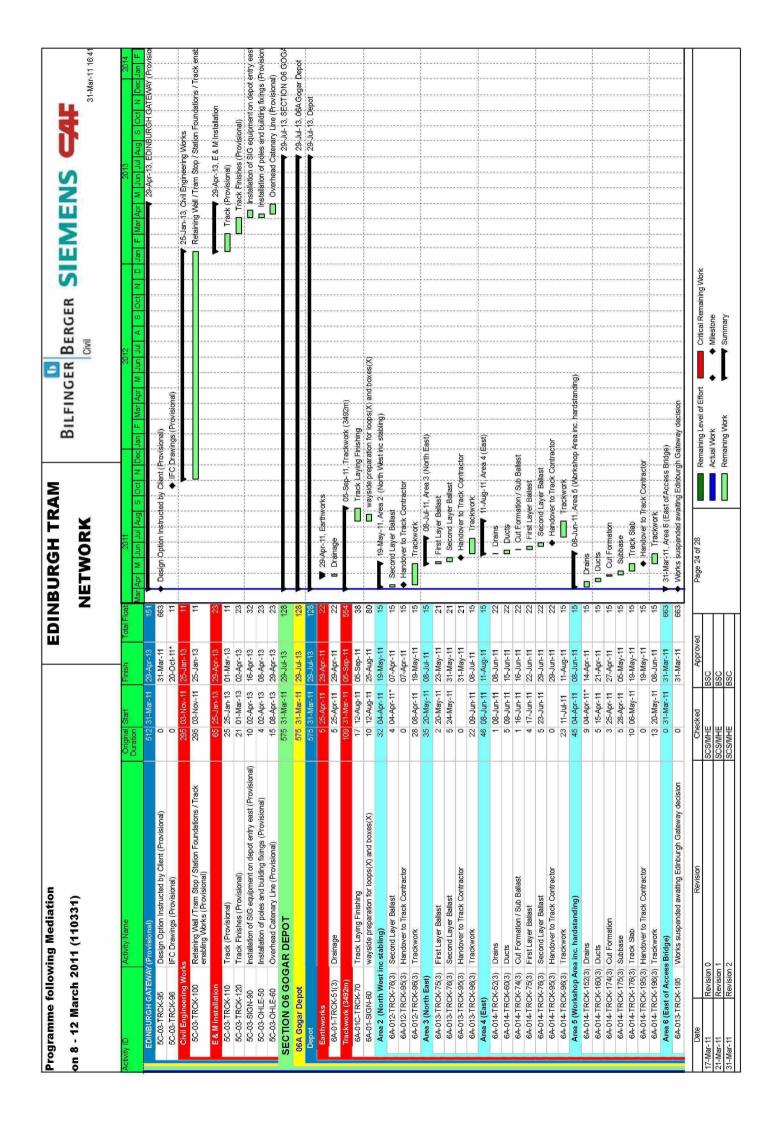


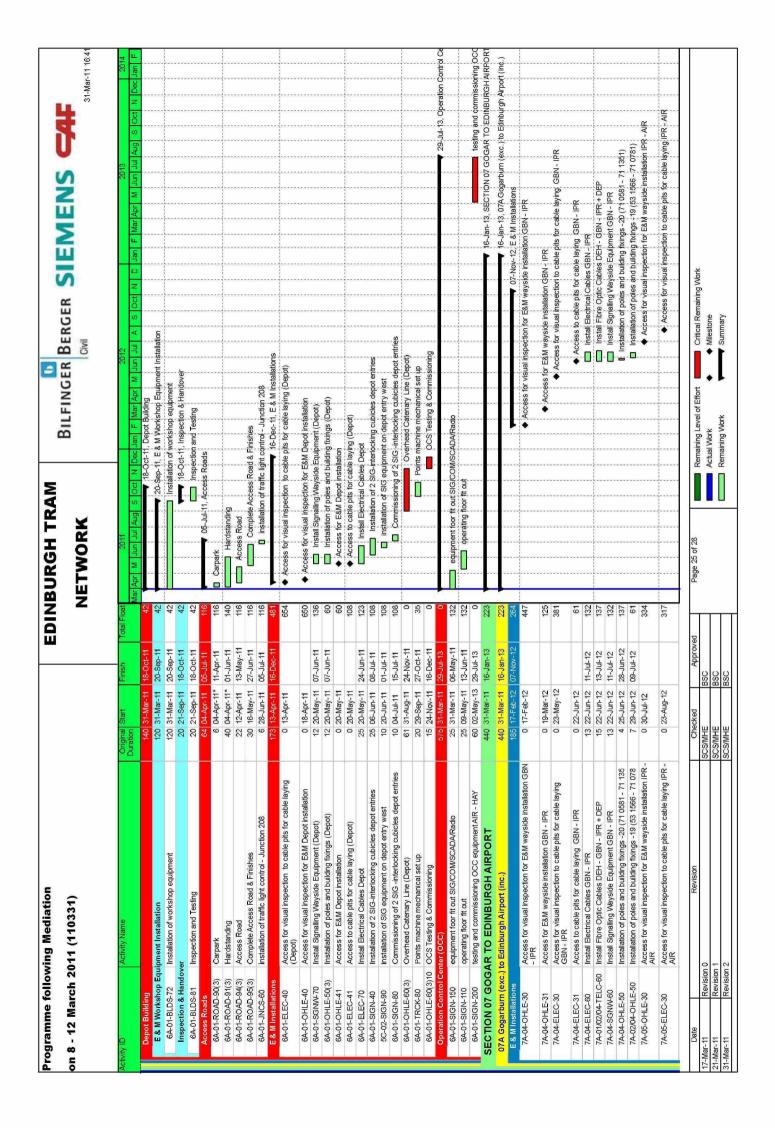


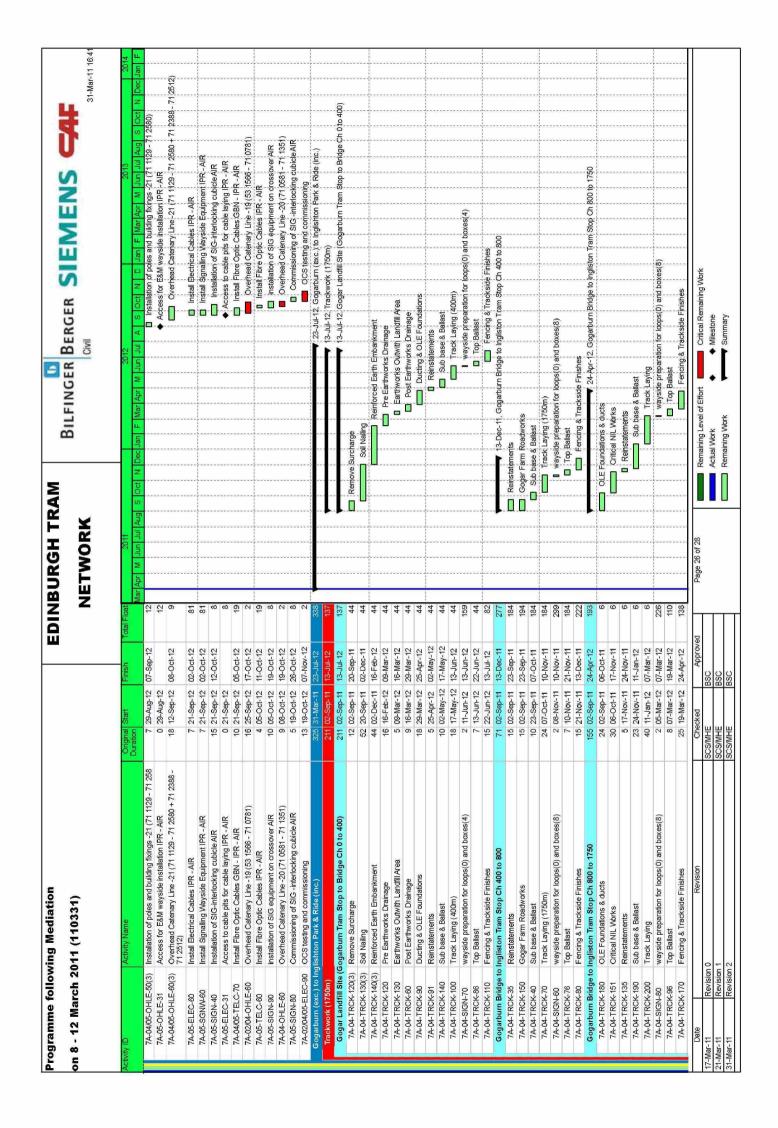


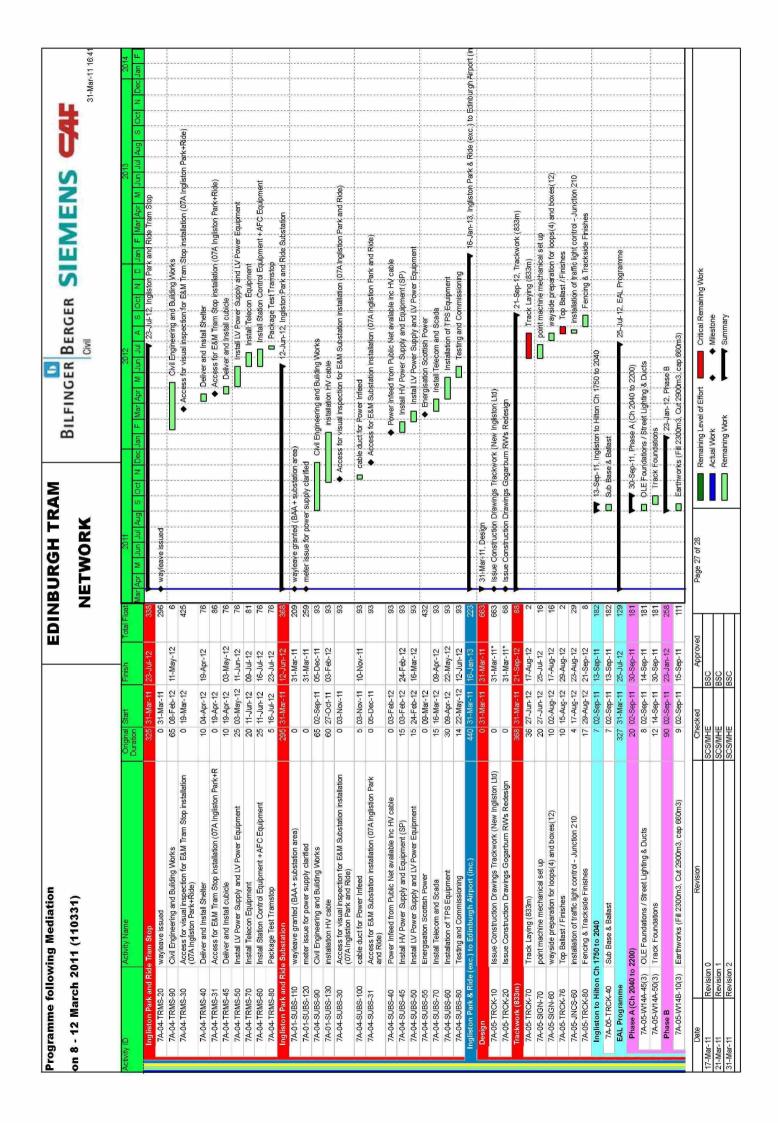


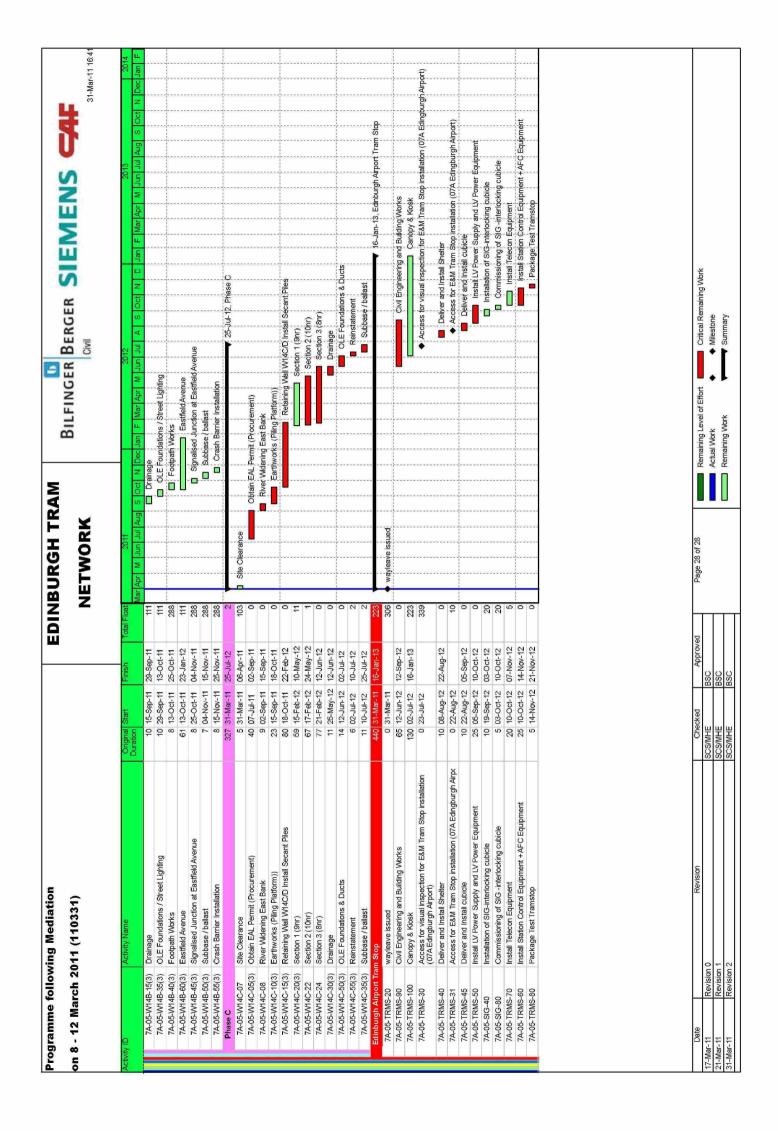


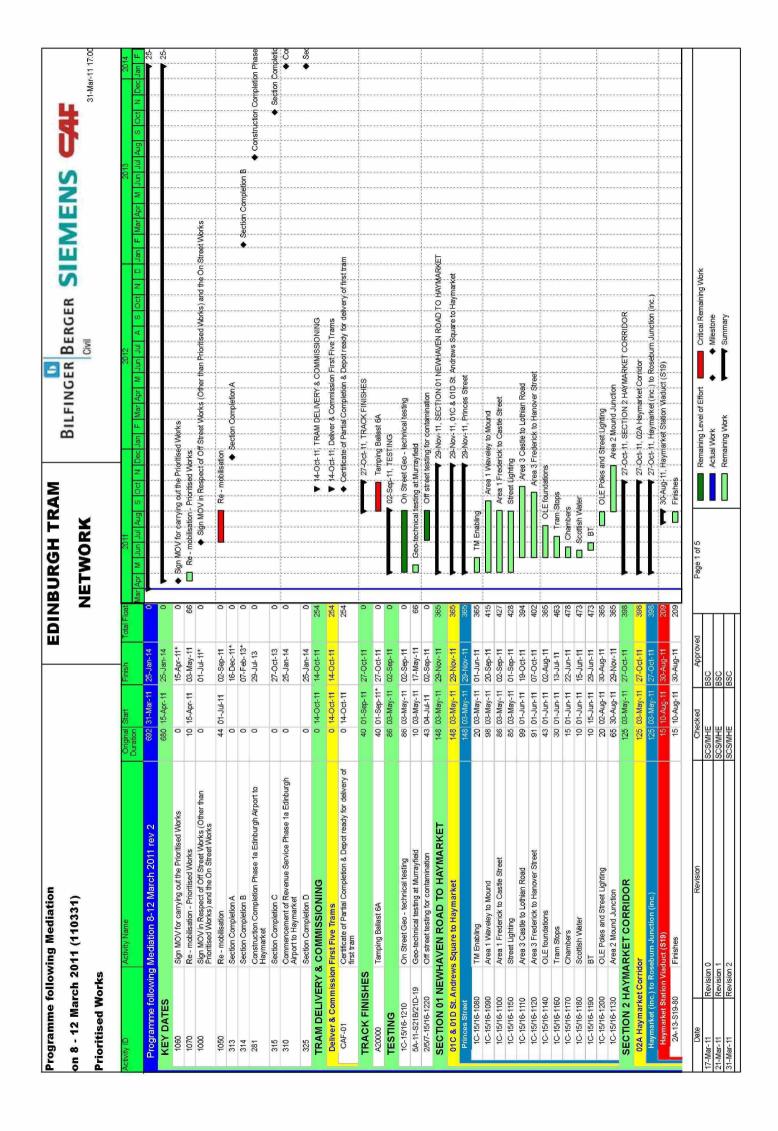


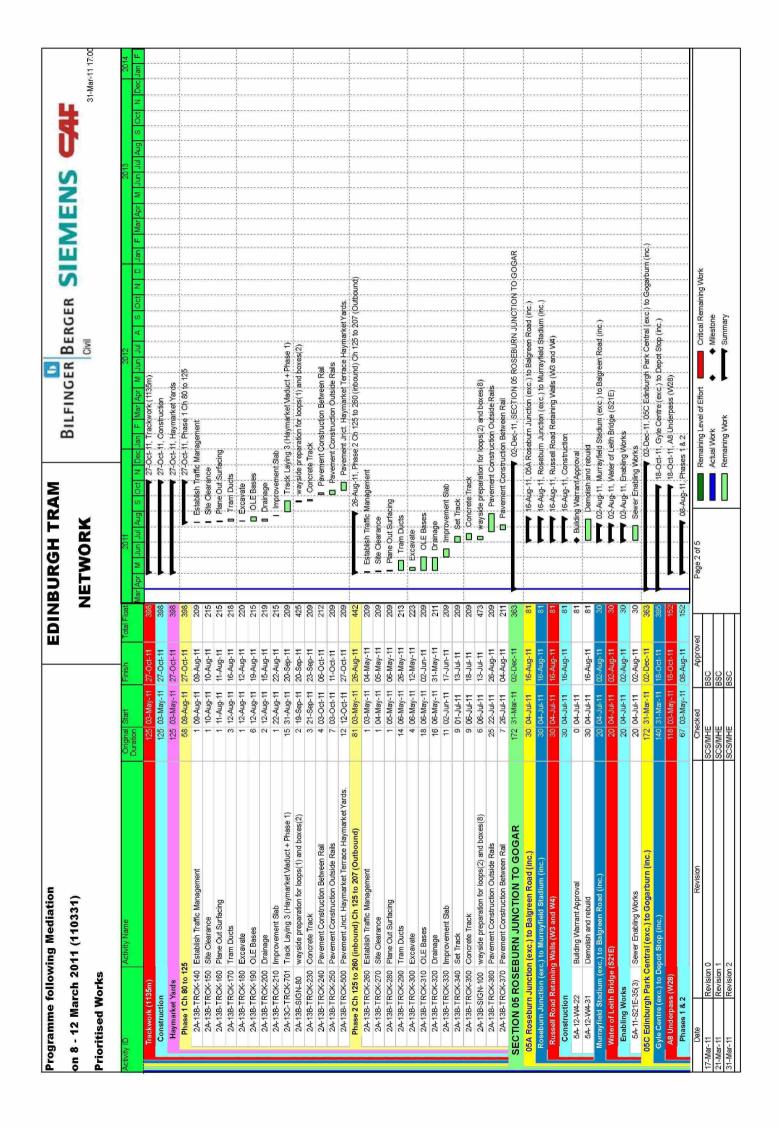


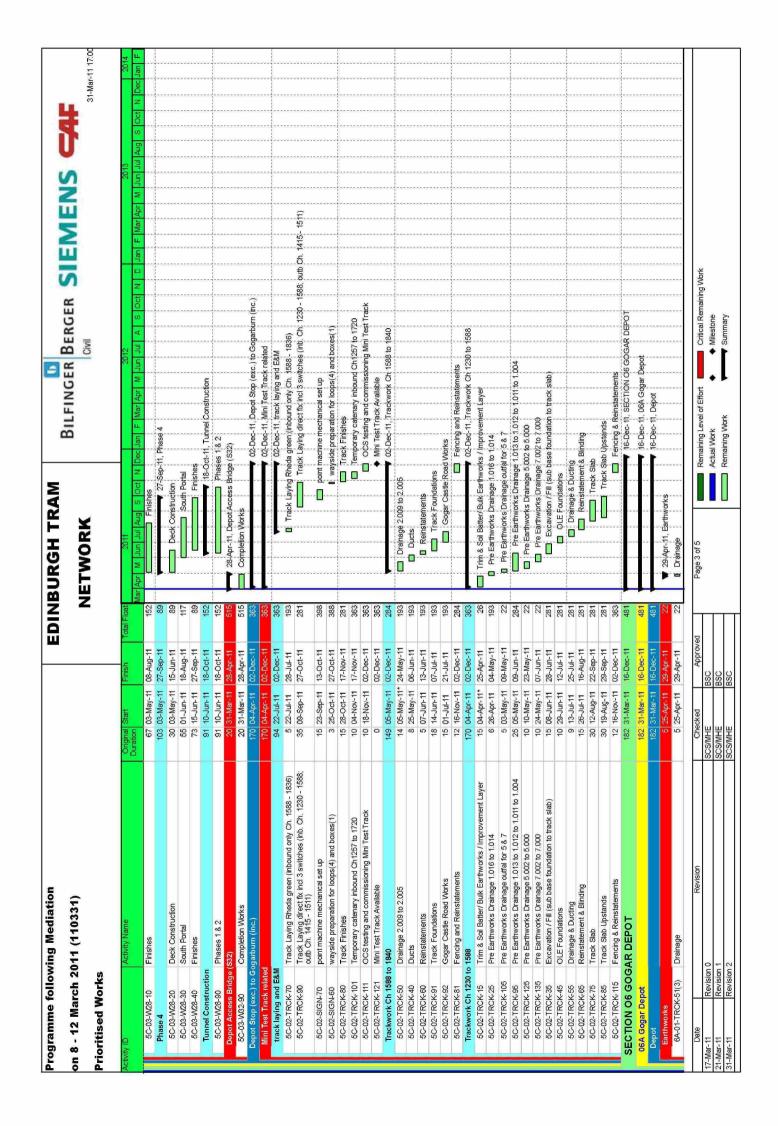












(TO GOLD) TO GO TO THE OF THE OWNER OWNER								
on 6 - 12 March 2011 (110331)				Z	NETWORK	BILFINGER BER	BERGER SIEMENS	ŧ
Prioritised Works								31-Mar-11 17:00
Activity ID Activity Name		Original Start Duration	Finish To	otal Float	2011 April M. Juni Juli Augil S. Octil N. Dec	2012 Janl F Mar Aprl M Jun Jul A	201: S Oct N D Jan F Mar Aor M Jun J	3 2014 Jul Aud S Oct N Dec Jan F
_		109 31-Mar-11	05-Sep-11		\$0 \	k (3492m)		
		17 12-Aug-11	05-Sep-11	38	Track Laying Finishing	hishing		
6A-01-SIGN-60 wayside preparation for loops(X) and boxes(X)	ops(X) and boxes(X)	10 12-Aug-11	25-Aug-11	8	☐ wayside preparat	■ wayside preparation for loops(X) and boxes(X)		
Area 2 (North West inc stabling)		32 04-Apr-11	19-May-11	15	Communication of the stabiling of the st	nc stabling)		
6A-012-TRCK-95(3) Handover to Track Contractor	actor	# C		5 12	Second Layer parison Handover to Track Contractor			
W.O.		28 08-Apr-11	19-May-11	15	Trackwork			
Area 3 (North East)		35 20-May-11	08-Jul-11	15	▼ V8-Jul-11, Area 3 (North East)	East)		
6A-013-TRCK-75(3) First Layer Ballast		2 20-May-11	-	21	First Layer Ballast			
		5 24-May-11	200	21	Second Layer Ballast			
6A-013-TRCK-95(3) Handover to Track Contractor	actor	0	-	21	◆ Handover to Track Contractor			
6A-013-TRCK-96(3) Trackwork		22 09-Jun-11	08-Jul-11	ر ب ا	Trackwork			
Alea 4 (East) A 014 TDCV RV3 Draine		1 00 lun 44	08 Lin 44	2 6	Drains Care			
			15. lim 11	1 8	2 42			
	St.	1 16-Jun-11	16-Jun-11	22				
100		4 17-Jun-11	22-Jun-11	22	First Layer Ballast			
			29-Jun-11	22	Second Layer Ballast			
	actor	0	29-Jun-11	22	◆ Handover to Track Contractor	ctor		
6A-014-TRCK-96(3) Trackwork		23 11-Jul-11	11-Aug-11	15	Trackwork	,		
Area 5 (Workshop Area Inc. nardstanding)		45 04-Apr-11	14 Apr 11	0 4	Desired	Aea inc. mardstanding)		
64-014-1RCK-192(3) Digits		5 15-Anr-11	21-Apr-11	<u>.</u> 7				
6A-014-TRCK-174(3) Cut Formation		3 25-Apr-11	27-Apr-11	15	Cut Formation			
6A-014-TRCK-175(3) Subbase		5 28-Apr-11	05-May-11	15	☐ Subbase			
6A-014-TRCK-176(3) Track Slab		10 06-May-11	-	15	Track Slab			
6A-014-TRCK-195(3) Handover to Track Contractor	actor	12 20 May 11	19-May-11	<u>τ</u>	Handover to Irack Contractor Trackwark			
Area 6 (East of Access Bridge)			31-Mar-11	663	31-Mar+11 Area 6 (Fast of Access Bridge	- T		
6A-013-TRCK-195 Works suspended awaiting	Works suspended awaiting Edinburgh Gateway decision	0	31-Mar-11	993	Works suspended awaiting Edinburgh Gateway decision	ateway decision		
		140 31-Mar-11	18-Oct-11	42	▼ 18-Oct-1	18-Oct-11, Depot Building		
Equi		120 31-Mar-11	20-Sep-11	42	▼ 20-Sep-11, E	20-Sep-11, E & M Workshop Equipment Installation		
6A-01-BLDS-72 Installation of workshop equipment	quipment	120 31-Mar-11	200	42	Installation of	Installation of workshop equipment		
60-01-BIDS 81 Increasing and Tecting		20 Z1-Sep-11	18-Oct-11	2 4 C	18-Oct-1	lo-Oct-11, inspection of Handover		
ı		64 04-Apr-11	_	116	▼ 05-Jul-11. Access Roads	200		
6A-01-ROAD-90(3) Carpark		6 04-Apr-11*	_	116	□ Carpark			
		40 04-Apr-11*	1000	140	Hardstanding			
6A-01-ROAD-94(3) Access Road	initial control of the control of th	22 12-Apr-11	13-May-11	116	Access Road			
T	ontrollunction 208	6 28-11m-11	05-1ul-11	116	installation of traffic light control	ontrol - Limetion 208		
us	007110001100	173 13-Apr-11	16-Dec-11	481		16-Dec-11, E & M Installations		
	Access for visual inspection to cable pits for cable laying (Deport)			654	 Access for visual inspection to cable pits for cable laying (Depot) 	its for cable laying (Depot)		
6A-01-OHLE-40 Access for visual inspection	Access for visual inspection for E&M Depot installation	0 18-Apr-11		650	 Access for visual inspection for E&M Depot installation 	Depot installation		
	Equipment (Depot)	12 20-May-11	07-Jun-11	136	Install Signalling Wayside Equipment (Depot)	pment (Depot)		
3)	uilding fixings (Depot)	12 20-May-11	07-Jun-11	00	Installation of poles and building fixings (Depot)	g fixings (Depot)		
1-OHLE-41 Access for E&M Depo	stallation	0 20-May-11		09	ss for E&M Depot inst			
17-Mar-11 Revision 0	Kevision	SCS/MHE	Approved BSC	Τ	Page 4 of 5	evel of Effort	Critical Remaining Work	
		SCS/MHE	BSC	Γ	Actua	•	Milestone	
		SOSMHE	000	Γ	Kemi	Kemaining work	Summary	

Programme folic	Programme following Mediation		ED	DINBURGH TRAM	
on 8 - 12 March 2011 (110331)	2011 (110331)			NETWORK	BILFINGER BERGER SIEMENS CAF
Prioritised Works	S				31-Mar-11 17:00
Activity ID	Activity Name	Original Start Duration	inish Total	Float 2011 Mar Apr M Jun Jul Aug S Oct N	2012 2014 N Dec Jan F Mar Apr M Jun Jul A S Oct N D Jan F Mar Apr M Jun Jul Aug S Oct N Dec Jan F
6A-01-ELEC-41	Access to cable pits for cable laying (Depot)	0 20-May-11		₹	
6A-01-ELEC-70	Install Electrical Cables Depot	25 20-May-11	24-Jun-11	123 Install Electrical Cables Depoi	pode Depot
6A-01-SIGN-40	Installation of 2 SIG-interlocking cubicles depot entries	-	08-Jul-11		Installation of 2 SIG interlocking cubicies depot entries
5C-02-SIGN-90	Installation of SIG equipment on depot entry west	10 20-Jun-11 0	01-Jul-11	108 Installation of SIG eq.	Installation of SIG equipment on depot entry west
6A-01-01918-80			2-500-11		Overhead Calenary Line (Denot)
6A-01-TRCK-80			27-Oct-11		Points machine mechanical set up
6A-01-OHLE-60(3)10			16-Dec-11		OCS Testing & Commissioning
Operation Control Center (OC	Center (OCC)		3-Jun-11		Cantrol Center (OCC)
6A-01-SIGN-150	equipment foor fit out SIG/COM/SCADA/Radio		06-May-11	132 equipment foor fit out SIG/COM//SCADA/Radio	OW/SCADA/Radio
6A-01-SIGN-110	operating floor fit out	100	13-Jun-11	132 operating floor it out	
SECTION 07 GO	SECTION 0/ GOGAR TO EDINBURGH AIRPORT		11-1dy-90	=	
07A Gogarburn (ex	07A Gogarburn (exc.) to Edinburgh Airport (inc.)		06-Apr-11	103 V 05-Apr-11, D/A Gogarburn (exc.) to Edinburgh Airport (inc.)) to Edinburgh Airport (inc.)
Trackwork (022m)	Inglision Faik & Ride (exc.) to cultibulgit Ali port (iifc.)	5 31 Mar 11	06-Apr-11	103 OE April 11 Trackwork (922m)	exc.) o cultural gravity
EAL Programme			06-Apr-11	₽	
Phase C			06-Apr-11	•	
7A-05-W14C-07	Site Clearance		06-Apr-11	_	
ate	Revision	ked	Approved	Page 5 of 5	Remaining Level of Effort
	Revision 0		ည္က		
21-Mar-11 Revision 1 31-Mar-11 Revision 2		SCS/MHE B	BSC		Vork

EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8^{TH} APRIL 2011

Appendix 9
Princes Street Remedial Works – Traffic Management



EDINBURGH TRAMS



REPORT ON PROGRESS SINCE COMPLETION OF HEADS OF TERMS TO 8^{TH} APRIL 2011

Appendix 10 Prioritised Works – Scope / Red / Yellow line Boundary

