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IF

Our ref: 25.1.201/EK/6338

29 July 2010

tie limited
CityPoint
65 Haymarket Terrace
Edinburgh
EH12 5HD

Bilfinger Berger-Siemens-CAF
Consortium

BSC Consortium Office
9 Lochside Avenue
Edinburgh Park
Edinburgh
EH12 9DJ
United Kingdom

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For the attention of Steven Bell – Project Tram Director

Dear Sirs,

**Edinburgh Tram Network Infraco
Project Carlisle – Guaranteed Maximum Price Proposal**

As you are aware, under an initiative known as “Project Carlisle”, Infraco has been requested by tie to develop a Guaranteed Maximum Price Proposal based upon a reduced scope and accelerated programme in an effort to allow tie to obtain a cost effective and revenue generating tram network.

While we believe the attached Proposal and Programme are both comprehensive and achievable, we are fully cognizant that not every tie desire has been incorporated, and as a matter of clarity, not every Infraco cost has been included in the price.

For the purpose of audit and transparency, and as already in place, we are fully prepared to enter into discussion with Mr Jim Molyneux of Gordon Harris Partnership in an effort to transfer the necessary knowledge of how this Guaranteed Maximum Price was prepared so that he can subsequently discuss this detail with you.

Infraco recognises that due to the time constraints placed upon it and it’s Sub Contractors, with regard to the Project Carlisle pricing effort, that the prices provided have not been fully reviewed and it would be reasonable to expect that the Sub Contractor prices may be able to be reduced after further discussion. Infraco would be happy to work with you to achieve this aim.

The Guaranteed Maximum Price, as developed and pertaining to the attached scope and Programme is outlined in the attached Proposal. For the avoidance of doubt this Proposal relates solely to the scope and corresponding programme of the Project Carlisle initiative and to that extent shall supersede all estimates and proposals provided in relation with the Edinburgh Tram Network (ETN) once implemented by a tie Change Order.

This proposal is submitted without prejudice to Infraco’s whole rights and remedies and no party may rely on any statement, declaration or representation contained within this proposal, whether express or implied, in any court proceedings, arbitration, adjudication, mediation or other form of determination or negotiation without the express written consent of Infraco. This proposal shall not constitute an offer or create any legally binding obligation on Infraco.



SIEMENS



As always, we will avail ourselves to meet at your convenience to discuss this Proposal.

Yours faithfully,



M Foerder
Project Director
Bilfinger Berger Siemens CAF Consortium

cc: M.Foerder
M.Berrozpe

Enc: Guaranteed Maximum Price Proposal



Bilfinger Berger Civil UK Limited Registered Office: 7400 Darroshury Park, Warrington, Cheshire, WA4 4BS. Registered in England & Wales Company No: 2418088.
Siemens plc Registered Office: Sir William Siemens Square, Frimley Camberley Surrey GU16 8QD Registered in England & Wales Company No: 727817.
Construcciones Y Auxiliar de Ferrocarriles S.A. Registered Office: Jose Maria Iturriz 28, 20200 Beasain, Gipuzkoa. Registered in Spain. CIF: A-20001020

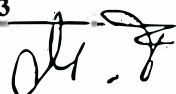
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INFRACO "PROJECT CARLISLE" PROPOSAL

29 JULY 2010

**INFRACO CONSIDERS THIS PROPOSAL TO BE
CONFIDENTIAL INFORMATION AND SUBMITS IT
WITHOUT PREJUDICE**

**INFRACO RESERVES THE RIGHT TO REVISE,
RESUBMIT, AND/OR WITHDRAW THIS PROPOSAL
AT ITS CONVENIENCE**

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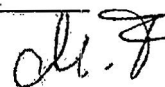
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Project Carlisle BBUK GMP CD

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PREFACE

Through an iterative and joint process, under an initiative known as "Project Carlisle", tie has resolved to utilise the public purse to obtain "best value" to construct a reduced scope of the Infraco. To this extent, Infraco has developed this Guaranteed Maximum Price Proposal based upon its assumed scope and programme that it believes is both comprehensive and achievable.

The purpose of Project Carlisle is to set aside existing contractual problems by allowing the Parties to agree an amicable solution which will permit the Project to move forward for the benefit of the City. The key to the success of this initiative will be a forward looking perspective and a commitment by both Parties to work in mutual co-operation to fulfil their agreed roles and responsibilities, and agreement to minimise the escalation of any dispute beyond the Senior Representatives of each of the Parties.

Infraco recognises that tie is in the process of drafting a Change Order to execute the Project Carlisle initiative therefore the purpose of this Proposal is to identify the requirements necessary to incorporate this initiative into the Infraco Contract.

Infraco commits to work with tie to expeditiously develop the output of the Project Carlisle Change Order to reflect the final negotiated terms. However, in view of the adoption of Project Carlisle and the Guaranteed Maximum Price, we believe Provisional Sums, Value Engineering, Incentivisation, and terms regarding Uninsured Economic Losses, included in the Infraco Contract, would no longer be applicable or appropriate.

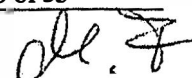
We would welcome further discussion with you on these areas as well as the various other terms of the Infraco Contract which we believe will require to be reviewed. We would expect such discussions to extend to the performance security package, and a simplified, effective and efficient, Change mechanism to facilitate the uninterrupted progression of the Infraco Works.

As part of Project Carlisle, Infraco is committed to providing a fully functional tram system. We appreciate that this will not be possible without a Terminus at a suitable location, however, at this stage Infraco does not have sufficient information to provide a Guaranteed Maximum Price for works between the Terminal Point and Terminus. As such this proposal does not include works east of the Terminal Point. Both civil and systems works have been excluded from this proposal for the following issues:

1. Agreement on the location of a Terminus
2. System functionality and /or reliability
3. Contract conditions for the works to be performed east of the Terminal Point
4. Modification of the Infraco Contract with regard to risk allocation, warranties, indemnities, and performance security in relation to tie's executions and management of the civil work.

Once we have an understanding of tie's proposed arrangements for execution of the civil works east of Princes Street and how the interface with systems and trackwork for this section will be managed we will be better able to provide a Guaranteed Maximum Price for Terminal Point to the Terminus. The preferred solution is for BSC to undertake the civil works east of Princes Street and we invite tie's constructive response to this proposal.

For the avoidance of doubt this Proposal relates solely to the scope and corresponding programme of the Project Carlisle initiative and to that extent shall supersede all estimates and proposals provided in relation with the Edinburgh Tram Network (ETN) once implemented by a tie Change Order. This proposal is submitted without prejudice to Infraco's whole rights and



remedies and no party may rely on any statement, declaration or representation contained within this proposal, whether express or implied, in any court proceedings, arbitration, adjudication, mediation or other form of determination or negotiation without the express written consent of Infracore. This proposal shall not constitute an offer or create any legally binding obligation on Infracore.

A handwritten signature in black ink, appearing to be "J. J. [unclear]", is written over the page number.

EXECUTIVE SUMMARY

Introduction

Further to your request, we are pleased to enclose our proposal to carry out the Infraco Works within the existing Infraco Contract, as modified under the Project Carlisle initiative.

The Scope

We have prepared our proposal based on the scope set out in this Proposal. In essence, we will carry out the works shown on the GMP Drawings, which offer a buildable design meeting the Project's aspirations.

Given that the design is now in an advanced state, we would expect that any future changes to design will be minimal. We believe that our proposal in this regard will help to remove some of the obstacles which have hampered progress of the Project to date.

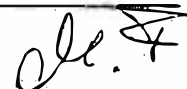
Our Pricing Assumptions

As a result of the above, we are able to offer our Guaranteed Maximum Price on the basis of a minimal number of Pricing Assumptions. We would like to take this opportunity to assure you that we have looked to minimise the number of Pricing Assumptions to provide greater certainty to both Parties and for the benefit of the Project as a whole.

A shortened list of Pricing Assumptions can be found at Appendix 4. The main items be summarised as follows:

1. Infraco will build to the GMP Drawings. The GMP Drawings will not be amended other than by way of a tie Change
2. CEC will approve the GMP Drawings in expedient fashion.
3. Infraco will not take the risk of dealing with contaminated ground (including by invasive species)
4. Infraco will not take any risk associated with the discovery and/or replacement of utilities
5. Infraco has accepted the risk to remove and replace soft materials to the extent identified on the GMP Drawings
6. Infraco will not take the risk on obstructions or voids being discovered below the original ground level
7. Infraco and tie shall agree a revised Milestone Payment Schedule acceptable to both Parties
8. CEC will grant all consents and technical approvals for the Integrated Trackform design shown on the GMP Drawings
9. No work will be carried out beyond the Terminal Point.

In addition we anticipate that the majority of the existing Pricing Assumptions will no longer be required. Those remaining are of a less contentious nature than the existing design related ones eg. PA 33 which provides that third parties shall not carry out works which impact upon the



Infraco Works. Pricing Assumptions such as 3.4.1 which have been more problematic to date would be removed. We look forward to discussing this with you.

The Programme

Our proposed Programme is set out at Appendix 5. This shows Sectional Completion Dates of:

1. Section A – 24 May 2011
2. Section B – 15 September 2011
3. Section C – End of construction 22 May 2012 - End of Testing & Commissioning 20 August 2012
4. Section D – 19 November 2012

The Programme which was exclusively set up for the implementation of Project Carlisle is challenging but achievable and Infraco is fully committed to delivering it.

The Guaranteed Maximum Price

In light of the above, we are able to offer a 'Guaranteed Maximum Price' of £433,290,156 and €5,829,805, less amounts previously paid. We believe this is a fair and reasonable offer which we hope, when seen as part of this Proposal, will prove acceptable to tie.

A detailed breakdown is provided at Appendix 1.

Revised tie Change Mechanism

We believe that Project Carlisle offers an excellent opportunity to remedy what has previously been a major source of contention on the Project - namely Clause 80. Our proposal will commit Infraco to working whilst Estimates are agreed subject to payment being received for works carried out during that period.

The revised mechanism would operate as follows:

1. tie will be required to issue a tie Notice of Change upon the occurrence of a change event, or upon Infraco notifying it of such an occurrence.
2. Failure to issue a tie Notice of Change will result in the matter being referred to DRP.
3. Infraco to prepare an Estimate within existing contractual timescales, following receipt of a tie Notice of Change.
4. A finite period to be allowed for agreement of the Estimate failing which the matter will be referred to DRP.
5. Infraco will commit to carrying out the works associated with the tie Change in advance of agreement or determination of the Estimate, and where necessary, in advance of the production of an Estimate in accordance with the Programme.
6. Infraco to be paid, on an interim basis in line with the Estimate.
7. Note that as set out above, Infraco will continue to build the design set out in the GMP Drawings until it receives a tie Notice of Change instructing otherwise.

It is our firm belief that the above changes offer an equitable solution for both Parties, allowing uninterrupted progress of the Works to continue and a swifter delivery of the ETN.

Priority of Project Carlisle

Given the innovative nature of Project Carlisle and the impact of our Proposal on the existing Infraco Contract, both Parties would be required to accept that the product of this Proposal will take precedence over any conflicting existing Infraco Contract obligation.

Conclusion

We believe that our proposal provides an excellent opportunity for both sides to move forward in a positive direction. The key aspects of our proposal can be summarised as follows:

1. A Guaranteed Maximum Price based on a well-developed design
2. A fully optimised Programme providing the most sensible and expedient method of delivering the Project
3. A significantly reduced number of Pricing Assumptions
4. A simplified Change mechanism which allows progress to continue while Clause 80 runs its course.

Whilst we anticipate that much time and work will be required to align the Infraco Contract with the changes brought about by Project Carlisle, not least to the Employer's Requirements and Infraco Proposals, there is an immediate need to resolve outstanding issues relating to the approval of form to Sub Contract for key Sub-Contractors and the Permits to Commence work in order to demonstrate the benefit of Project Carlisle to the general public.

We also believe that the success of the Project could be ensured by the appointment of a full time mediator to resolve differences, and continually engage both Parties in constructive dialogue.

We look forward to discussing the Proposal in further detail with you in the coming weeks and hope that a satisfactory outcome can be achieved for both Parties.



DEFINITIONS USED IN THIS PROPOSAL

"Project Carlisle Change Order" for the purposes of this Proposal refers to the issue by tie of a Change Order to incorporate the 'Project Carlisle' initiative.

"GMP Drawings" means the GMP Drawings, Specifications and Schedules, listed in Appendix 3 of this Proposal.

"Guaranteed Maximum Price" means, on the basis of the scope and assumptions referenced in this Proposal, the sum set out in Appendix 1 as the same may be varied in accordance with the principles set out in this Proposal and the remaining terms of the Infraco Contract.

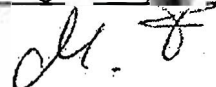
"Actual Cost" means all direct and indirect cost/expenditure incurred whether on or off Site including overheads, finance, and other charges and allowances allocable thereto.

"Estimated Actual Cost" means, a reasonable estimate of Actual Costs, based upon the available information, terms, and conditions known at the time of estimation. It is anticipated that Estimated Costs may vary from the Actual Costs.

"Programme" means the Programmes contained in Appendix 5

"Terminal Point" is defined at the East end of Princes Street (Inbound track Chainage 121382 and Outbound Chainage 121377)

"Terminus" is the location required to reverse trams for the proposed service operation.



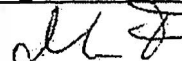
APPENDIX 1

GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price is comprised of the following Infraco Prices (further detailed in Appendix 1.1 – 1.4 respectively), exclusive of Value Added Tax and in Pounds Sterling:

Bilfinger Berger Civil UK Ltd.	£234,331,022
Siemens	£126,901,621
CAF	£55,781,634
and	£5,829,805
<u>SDS*</u>	<u>£16,275,879</u>
Total	£433,290,156
and	£5,829,805

***SDS GMP Price is included in Bilfinger Berger UK Ltd. Price, however it is broken out for presentation purposes.**



APPENDIX 1.1

Bilfinger Berger UK Ltd - Guaranteed Maximum Price Breakdown

See Attached Supplemental Information CD:

Appendix 1.1 - BB - GMP Breakdown

M. J.

Bilfinger Berger Civil UK Limited : GMP Summary

1. Direct Cost

Item	Description	Original SubContract Order	Prelims and Method Related Charges			Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Change	Original SubContract Work	Change		New Submission			Construction Works Total
							Already Submitted* and Agreed	Already Submitted* and Not Agreed				
(U)	(V)	(W)	(X)	(Y)	(Z)	(AA)	(AB)	(AC)	(AD)	(AE)	(AF)	
Total for Direct Cost		66,310,114	9,930,764	25,940,080	35,870,844	30,483,979	3,898,446	30,883,523	39,789,536	125,055,480	4,247,324	165,073,548

* At the 30th June 2010

2. SDS Provider

Item	Description	Original Order	Scope Works				Total (excl Risk & Opportunity)	Risk / Opportunity	Grand Total
			Original Work	Change		New Submission			
				Already Submitted* and Agreed	Already Submitted* and Not Agreed				
(U)	(V)	(W)	(X)	(Y)	(Z)	(AA)	(AB)	(AC)	
Total for SDS Provider:		4,983,815	4,983,815	4,806,924	1,787,081	4,690,059	16,275,879		16,275,879

* At the 30th June 2010

3. In Direct Cost

Item	Description	Indirect Cost	Risk / Opportunity	Grand Total
(U)	(V)	(W)	(X)	(Y)
Total for In Direct Cost		41,435,029	7,440,000	48,475,029

4. Summary of Direct, SDS and Indirect Costs

Overheads	7%	15,947,711.88
Profit	3%	6,834,733.66
GMP Grand Total		250,606,900.96

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			GRAND TOTAL		GRAND TOTAL						
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change					Construction Works Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	(xi)	
1A	McKean & Co	2,620,066	671,292	1,423,140	1,628,076	879,730	42,003	2,927,350	5,477,159	447,000	8,018,591
1B	Crummock (Scotland) Ltd		184,430	12,500		433,230		5,313	438,543		635,473
1C	Not Required										
1C/1D	Princes Street Supplemental Agreement	Mackenzie Construction Ltd					7,707,463	224,818	9,915,397		7,713,397
		Crummock (Scotland) Ltd	1,977,106		1,977,106		2,451,198	1,217	2,456,115		2,456,115
		Class One					349,550	29,286	375,246		375,246
		Others					63,795		69,795		69,795
		Total	1,977,106			1,977,106		10,572,417	255,043	12,111,511	
	Other Work In 1C/1D (non PSSA)	447,095			447,095		1,668,717		2,115,812		2,115,812
	1C/1D Totals	2,424,201			2,424,201		11,243,126	263,043	14,930,366		14,930,366
1D	McKenzie Construction Ltd	3,871,941	40,144	4,309,981	3,355,254		(490,128)	5,385,510	8,250,636	302,750	12,903,510
On	Other On Street Works	3,327,111	1,295,098	1,383,192	1,618,345	(1,028,697)	146,343		735,991	72,620	3,466,901
	ON Street Summary	12,243,319	2,130,964	7,128,812	7,025,876	284,263	11,941,242	9,581,216	29,832,696	821,370	39,974,243
2A	John Graham (Dromore) Ltd	15,853,507	1,678,000	8,057,305	9,683,666	85,790	1,793,163	3,591,753	15,154,372	480,182	25,365,859
5	Expanded Ltd	12,207,596	2,462,979	3,259,938	9,198,688	73,794	12,167,192	2,350,050	23,789,724	2,378,972	31,891,613
6	Barr Limited	12,588,218	1,643,983	1,110,014	10,451,039	1,337,249	1,639,659	1,286,243	14,714,189	305,700	17,773,886
7A	Farrans Ltd	5,583,816	1,198,653	2,232,519	4,291,048	2,117,351	3,342,167	7,292,027	17,042,593	160,000	20,433,765
Off	Other Off Street Works	7,833,658	756,184	4,151,492	7,833,658			16,688,248	24,521,906		29,429,582
	OFF Street Summary	54,066,795	7,739,293	15,811,764	11,459,099	3,844,115	18,772,111	91,208,120	95,227,744	1,520,950	135,001,706
	TOTAL	100,160,114	19,916,724	25,640,094	104,127,111	2,880,244	308,117,111	59,719,596	125,055,480	1,148,720	111,000,545

Off

* At the 30th June 2010

PROGRAMME INFORMATION										
Item	Description	Subcontract Order Start Date	Subcontract Contract Period (wks)	Subcontractor Mobilised and On Site	Actual Start Date on Site	Programme Status at 30/6/10	Subcontract Contract Period Revised (wks)	Additional Duration (wks)	Carlisle Programme Subcontract Completion	Weeks from 01/07/10
1A	McKean & Co	19-Jun-09	96	23-Nov-09	09-Mar-10	9 wks BH	103	7	13-Jun-11	49
1B	Crummock (Scotland) Ltd	06-Oct-08	n/a	01-Oct-08	13-Oct-08	n/a	n/a	n/a	n/a	n/a
1C	Not Required	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1D	McKenzie Construction Ltd	05-Jan-09	88	05-Jan-09	05-Jan-09	n/a	172	84	20-Apr-12	93
2A	John Graham (Dromore) Ltd	01-Feb-10	65	23-Nov-09	23-Nov-09	21 wks BH	111	46	20-Mar-12	88
5	Expanded Ltd	27-Oct-08	85	27-Oct-08	27-Oct-08		152	67	27-Sep-11	64
6	Barr Limited	03-Nov-08	68	02-Feb-09	17-Aug-09	On Prog	110	42	16-Dec-10	24
7A	Farrans Ltd	08-Sep-08	56	11-Sep-08	11-Sep-08		150	94	25-Jul-11	55

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Edinburgh Tram Network
Project Carlisle : "Guaranteed Maximum Price"
Subcontractor GMP Summary
Subcontractor : McKean & Co (Glasgow) Ltd
Section 1A : Enabling Works

GRAND TOTAL													
Item	Description	Original SubContract Order	De-Scope for Project Carlisle	Balance of Original SubContract Order	Prelims and Method Related Charges		Construction Works				Construction Works Total	Risk / Opportunity	Grand Total
					to 30 June 2010	to Completion	Original Subcontract Work	Change	Change	Change			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1	Preliminaries & General Items	1,679,780	587,790	991,990	671,292	1,423,140						567,000	2,661,432
2	Method Related Charges	18,800	18,800	-									
3	Track and Formation	1,063,265	1,014,910	48,355			48,355				48,355		48,355
4	Tramstops	448,537	448,537	-									
5	Accommodation Works	2,050	200	1,850			1,850	8,300	59,224	69,374			69,374
6	Highways	841,184	841,184	-				1,866	1,529,100	1,530,966			1,530,966
7	Buildings - Substation	26,276	26,276	-									
8	Structures	1,777,120	199,249	1,577,872			1,577,872	879,730	25,921	320,739	2,804,262		2,804,262
9	OHLE	88,214	88,214	-					5,916	5,916			5,916
10	Lindsay Road Realignment									953,286	953,286		953,286
11													
12													
13	Risk Review Transfer / Deletion									65,000	65,000	120,000	55,000
14													
	Total	5,945,227	3,327,165	2,618,062	671,292	1,423,140	2,217,076	879,730	1,517,530	5,477,443	617,000	6,111,353	

* At the 30th June 2010

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Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Crummock (Scotland) Limited

Section 1B: Leith Walk

GRAND TOTAL										
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	Preliminaries & General Items		184,430	12,500						
2	Method Related Charges									
3	Track and Formation					433,230		5,313	438,543	
4										
5										
6										
7										
8										
9										
10										
11										
12										
Total			184,430	12,500		433,230		5,313	438,543	

* At the 30th June 2010

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Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : MacKenzie Construction

Section 1D reduced to West End of Princes St

			GRAND TOTAL									
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total		
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total				
(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)		
1	Preliminaries & General Items	516,687	40,144	4,309,981						652,750	5,002,875	
2	Method Related Charges											
3	Accommodation Works											
4	Highways	1,584,666			1,584,666			1,949,398	3,534,065		3,534,065	
5	Landscaping											
6	Overhead Electrics	110,047			110,047			213,357	323,404		323,404	
7	Sub-stations											
8	Trackwork	1,054,934			1,054,934			2,258,292	3,313,226		3,313,226	
9	Tramstops	158,803			158,803				158,803		158,803	
10	Drainage	156,500			156,500			168,386	324,885		324,885	
11	Traffic Signal Ducting	111,068			111,068			45,305	156,372		156,372	
12	Street Lighting Ducting (less original bill items)	104,572			104,572			22,513	127,086		127,086	
13	Tactile Paving at Crossings	22,833			22,833				22,833		22,833	
14	Bus Stop Shelters	25,421			25,421			378,259	403,679		403,679	
15	CBR Testing on Trackbox	26,410			26,410				26,410		26,410	
16	Deduct - 380m completed under PSSA							(490,128)	(490,128)		(490,128)	
17	Risk Review Transfer / Deletion							350,000	350,000	(350,000)		
		621,484	40,144	4,309,981	3,835,745		(490,128)	3,385,510	1,250,636	1,077,600	1,800,310	

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* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Various

Other On Street Works

GRAND TOTAL											
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change					Construction Works Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
1	RD Anderson					1,441			1,441		1,441
2	Lothian and Borders Police					2,845			2,845		2,845
3	Hunter Demolotion					14,500			14,500		14,500
4	Raeburn					368			368		368
5	Harper Generators					330			330		330
6	Daver Steels (Bar & Cable Syst					2,412			2,412		2,412
7	Scottish Water					755			755		755
8	Harper Generators					1,800			1,800		1,800
9	Gallagher Groundworks Ltd/					1,110			1,110		1,110
10	Instalcom Ltd					4,550			4,550		4,550
11	Stanger Testing Services Limit					1,510			1,510		1,510
12	Beattie Chalmers Limited/					8,854			8,854		8,854
13	Traffic Signs under estimate Section 1A						16,067		16,067		16,067
14	Traffic Signs under estimate Section 1C3/1D						130,276		130,276		130,276
15	On Street TM	1,646,163	1,206,410	1,333,862						59,120	2,599,392
16	Substation Housing Design (Portastor)	37,337	37,337		74,517				74,517		111,854
17	Tram Stop Shelter and Ancillary Equipment Design (RWS)	51,351	51,351	897							52,248
18	Street Lighting	1,592,260		48,433	1,543,828	(1,069,172)			474,656	13,500	536,589
		3,327,113	1,243,747	1,334,759	1,618,345	(1,069,172)	16,067	130,276	735,922	72,620	2,411,901

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* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : John Graham (Dromore) Ltd

Section 2A and 5A (part)

			GRAND TOTAL									
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total		
			to 30 June 2010	to Completion	Original Subcontract Work	Change					Construction Works Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10 to 9)-(10)	(11)	(12 to 9)-(12)	
1	Preliminaries & General Items	6,169,841	1,678,000	8,057,305						480,182	10,215,487	
2	Method Related Charges											
3	Section 1D - All Works	64,076			64,076			(64,076)				
4	Haymarket Viaduct	1,139,067			1,139,067	41,790	86,936	146,276	1,414,068		1,414,068	
5	2A Trackwork inc Drainage etc	1,083,745			1,083,745	44,000	575,015	687,241	2,390,000		2,390,000	
6	Haymarket Terrace Sub-Station	116,191			116,191			21,964	138,156		138,156	
7	Haymarket Station Tramstop	174,548			174,548			27,900	202,448		202,448	
8	S20 - Russell Road Underbridge	828,643			828,643		396,533	296,931	1,522,107		1,522,107	
9	Russell Road Sub-Station	73,459			73,459				73,459		73,459	
10	W18 Retaining Wall	790,597			790,597		320,014	327,985	1,438,596		1,438,596	
11	5A Trackwork inc Drainage etc	623,008			623,008			840,861	1,463,869		1,463,869	
12	Murrayfield Tramstop	284,529			284,529		134,310	75,900	494,739		494,739	
13	Roseburn Viaduct	2,853,229			2,853,229			123,447	2,976,676		2,976,676	
14	S21B - Murrayfield Ret Walls	1,462,165			1,462,165			615,128	2,077,293		2,077,293	
15	S21C - Murrayfield Underpass	190,409			190,409		280,357	12,014	482,780		482,780	
16	Schedule 4 Notified Departures							480,182	480,182		480,182	
	Total	15,853,507	1,678,000	8,057,305	9,683,666	85,790	1,793,163	3,591,753	15,154,372	480,182	15,634,554	

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*At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Expanded Ltd

Section 5 : Structures

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total			
(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)		
1	Prelims Section 5	1,521,273	376,281	3,129,421							3,505,702
2	Prelims Edinburgh Pk Bridge	891,811	1,618,258								1,618,258
3	Prelims Carrick Knowe	427,285	316,754	110,531							427,285
4	Prelims W4	168,539	151,686	19,986							171,672
5	Risk								2,378,972		2,378,972
6	Structures S27 Edinburgh Park Bridge	3,388,189			3,388,189	460,456	384,772	4,233,417			4,233,417
7	Structures S23 Carrick Know Bridge	789,453			789,453	160,567	154,560	1,104,580			1,104,580
8	Structures W3 Russell Rd RW					1,736,747	5,685	1,742,432			1,742,432
9	Structures W4 Russell Rd Phase 1					430,590	123,675	554,265			554,265
10	Structures W4 Russell Rd Phase 2					3,453,820	187,875	3,641,695			3,641,695
11	Structures S22a&b Balgreen Rd Bridges					1,228,944	105,184	1,334,128			1,334,128
12	Structures S32 Depot Access Bridge	1,554,606			1,554,606	1,412,148	407,984	3,374,738			3,374,738
13	Structures A8 Underpass	1,034,444			1,034,444	788,674	61,809	1,884,927			1,884,927
14	Structures S26 South Gyle Access Bridge	632,202			632,202	803,516	157,332	1,593,050			1,593,050
15	Structures S21E Water of Leith Bridge	717,787			717,787	41,767	111,583	871,137			871,137
16	Structures 21DMurrayfield Tp RW	415,965			415,965	462,244	65,061	943,270			943,270
17	Structures W8 Baird Drive RW	479,832			479,832	586,866	203,239	1,269,937			1,269,937
18	Structures W9 Balgreen Rd	32,722			32,722	220,117	36,841	289,680			289,680
19	Structures W11 bankhead Dr RW	81,334			81,334	423,711	40,141	545,186			545,186
20	Structures W19 Tramstop RW	209,110			209,110	192,663	111,597	513,370			513,370
21	Service Diversion/support					73,794	229,665	303,459			303,459
22	Discount Exc S27&S23	(136,956)			(136,956)	(235,635)	(36,953)	(409,546)			(409,546)
	Section 5 Total	12,207,596	2,462,979	3,259,938	9,198,688	73,794	12,167,192	23,350,050	23,789,723	2,378,972	31,891,613

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Barr Construction

Section 6 : Depot

Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Construction Works Total	Risk / Opportunity	Grand Total
			to 30 June 2010	to Completion	Original Subcontract Work	Change					
						Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission			
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)		
1	Preliminaries & General Items	2,137,178	1,643,983	1,110,014							2,753,997
2	Method Related Charges										
3	Earthworks	92,000			92,000	58,457	50,446		200,903		200,903
4	Sub-structure - Depot Building	1,116,433			1,116,433	90,385	221,538		1,428,356		1,428,356
5	Sub-structure - Sub Station Building	57,983			57,983				57,983		57,983
6	Sub-structure - Power Building	55,155			55,155				55,155		55,155
7	Frame	1,160,334			1,160,334	219,887			1,380,221		1,380,221
8	Upper Floors	102,651			102,651				102,651		102,651
9	Cladding	1,206,649			1,206,649	78,790	3,657		1,289,096		1,289,096
10	Stairs	8,800			8,800		22,403		31,203		31,203
11	External Blockwork	108,406			108,406		81,390		189,796		189,796
12	Internal wall and Partitions	241,098			241,098				241,098		241,098
13	Internal Doors	146,900			146,900		46,402		193,302		193,302
14	Wall Finishes	117,785			117,785				117,785		117,785
15	Floor Finishes	202,247			202,247				202,247		202,247
16	Ceiling Finishes	93,242			93,242		3,391		96,633		96,633
17	Decoration	35,926			35,926				35,926		35,926
18	Fittings and Furnishings	62,182			62,182		13,278		75,460		75,460
19	M&E	2,302,000			2,302,000		225,767		2,527,767		2,527,767
20	BWIC Services	25,000			25,000				25,000		25,000
21	Site Work	2,880,802			2,880,802	635,534	826,094		4,342,431		4,342,431
22	Sub Station Building	123,035			123,035	36,403			159,438		159,438
23	Power Building	109,846			109,846		763		110,609		110,609
24	Sundries	202,565			202,565	217,793	144,529		564,887		564,887
25	Risk Register									1,658,943	1,658,943
26	Risk Review Transfer / Deletion							1,286,243	1,286,243	1,353,243	67,000
										301,700	1,777,186

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* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Farrans Ltd

Section 5C(part) and 7A

GRAND TOTAL											
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Construction Works Total	Risk / Opportunity	Grand Total
			to 30 June 2010	to Completion	Original Subcontract Work	Change					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1	Preliminaries & General Items	524,460	477,638	804,565						96,000	1,378,203
2	Method Related Charges	768,308	721,015	1,427,954							2,148,969
3	Enabling Works	112,091			112,091	593,681	1,223,310		1,929,082	24,000	1,953,082
4	Track and Formation	1,661,460			1,661,460	253,766	1,619,733	66,310	3,601,269	80,000	3,681,269
5	Tramstops	363,026			363,026				363,026		363,026
6	Tramstop Equipment	30,209			30,209				30,209		30,209
7	Drainage					1,011,137	127,226	18,868	1,157,231		1,157,231
8	Ducting	379,295			379,295		69,391		448,686		448,686
9	Highways	101,853			101,853		233,054		334,907	209,000	543,907
10	7A Ingliston P&R Substation	50,586			50,586	1,430			52,016		52,016
11	7A Gogarburn Bridge 529	885,140			885,140	123,010	48,772	36,670	1,093,592	45,000	1,138,592
12	7A Gogarburn Culvert 1 S30	54,653			54,653	21,149	15,931		91,729		91,729
13	7A Retaining Walls	337,396			337,396		4,750	6,699,179	7,041,326	531,000	7,572,326
14	7A Culvert 2 S31	113,053			113,053	(22,294)			90,759		90,759
15	7A Culvert 3 S32	73,408			73,408	6,345			79,753		79,753
16	OHLE	128,878			128,878	129,131			258,009		258,009
17	Risk Review Transfer / Deletion							471,000	471,000	(825,000)	(354,000)
	Total	5,583,816	1,198,653	2,232,519	4,291,048	2,117,351	3,342,167	7,292,027	17,042,594	160,000	20,633,766

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* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Various

Subcontractor : Other Off Street Works

Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change					Construction Works Total
						Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission			
(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)			
1	Preliminaries & General Items			1,871,557						1,871,557	
2	Method Related Charges			50,000						50,000	
3	Track and Formation	2,908,517			2,908,517			3,926,939	6,835,456	6,835,456	
4	Tramstops	1,414,483			1,414,483			4,320	1,410,163	1,410,163	
5	Utilities works							279,660	279,660	279,660	
6	Highways	2,837,172			2,837,172			3,470,878	6,308,050	6,308,050	
7	Buildings	291,299			291,299			52,959	344,258	344,258	
8	Accommodation Works							79,331	79,331	79,331	
9	OHLE	382,187			382,187			75,662	457,849	457,849	
10	S27 Edinburgh Park							1,164,295	1,164,295	1,164,295	
11	A8 Underpass							1,773,699	1,773,699	1,773,699	
12	S26 Sth Gyle Access Bridge							125,456	125,456	125,456	
13	S21E Water of Leith							441,000	441,000	441,000	
14	W4 Russell Rd RTW							1,061,011	1,061,011	1,061,011	
15	Other Structures							391,844	391,844	391,844	
16	Miscellaneous							2,276,042	2,276,042	2,276,042	
17	Off Street TM		756,184	2,229,935						2,986,119	
18	Depot							1,350,497	1,350,497	1,350,497	
19	Depot to Airport							223,298	223,298	223,298	
	Total	7,833,658	756,184	4,151,492	7,833,658			16,688,249	24,521,906	24,521,906	

* At the 30th June 2010

Edinburgh Tram Network
 Project Carlisle : "Guaranteed Maximum Price"
 Subcontractor GMP Summary
 Subcontractor : Parsons Brinkerhoff

Design

Item	Description	Original SubContract Order
1	PH III Detailed Design Deliverables	2,204,792
2	PH IV Construction Phase	1,104,023
3	Extended Construction Support	1,000,000
4	Design Support Team	675,000
5	Changes	-
6	Additional Technical Resources (ATRs)	-
7	Incentivisation	
8	Prolongation	
9	Design Coordination and Support	
10	Disruption Claim	
	Total	4,983,815

Original Subcontract Work	Scope Works			Scope Works Total	Risk / Opportunity	Grand Total
	Change					
	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission			
2,204,792				2,204,792		2,204,792
1,104,023			466,926	1,570,949		1,570,949
1,000,000	672,897		2,180,425	3,853,322		3,853,322
675,000	41,423		141,912	858,335		858,335
-	3,189,303	271,977	1,082,493	4,543,772		4,543,772
-	158,301		150,000	308,301		308,301
		973,214		973,214		973,214
	250,000	541,890	176,302	968,192		968,192
	495,000			495,000		495,000
			500,000	500,000		500,000
4,983,815	4,806,924	1,787,081	4,698,059	16,275,879		16,275,879

* At the 30th June 2010

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APPENDIX 1.2

SIEMENS - Guaranteed Maximum Price Breakdown

See Attached Supplemental Information CD:

Appendix 1.2 - Siemens GMP Breakdown

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SIEMENS

ETN - Edinburgh Tram Network Project Carlisle - Pricing

date: 29-07-2010

Overall Summary

Original Contract Value - Original CPA Split	£96.917.006,78
Deductions Project Carlisle - Airport to Terminal Point	-£3.704.441,04
Additional Costs Project Carlisle - Airport to Terminal Point ¹	£26.005.861,69
CPA Project Carlisle - Airport to Terminal Point	£119.218.427,43
Change Orders	£5.308.309,69
Additional GMP Carlisle components	£2.374.883,46
Total GMP Project Carlisle ²	£126.901.620,58

¹) Total amount of the Offshore Euro price is: € 3'822.327,56.
Offshore Euro rates are converted to GBP at the rate: 0,83333 (GBP/EUR).
We reserve the right to adjust the exchange rate (Euro to GBP) on the issue date of the Change Order

²) We reserve the right to adjust the total GMP Project Carlisle should the payment schedule to be agreed between the parties result in additional / unanticipated capital financing costs and / or charges.

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SIEMENS

ETN - Edinburgh Tram Network

date: 29-07-2010

Project Carlisle - Pricing

Original Contract Value - Original CPA Split:	
--	--

System Wide	
Amount of:	
Preliminaries	£21,802,184.99
Design	£11,805,508.01
Accommodation Works	£0.00
Tram Supply	£1,054,275.88
Testing & Commissioning	£40,751.37
Supervisory Control & Comms Systems	£3,492,980.06
Spares	£45,878.46
Third Party Works	£77,593.21
Amount of System Wide	£43,073,069.00

Deductions Project Carlisle - Airport to Terminal Point	
--	--

System Wide	
Amount of:	
Preliminaries	£480,078.40
Design	
Accommodation Works	
Tram Supply	
Testing & Commissioning	£40,751.37
Supervisory Control & Comms Systems	
Spares	
Third Party Works	
Amount of System Wide	£520,829.77

Section A - Airport to Haymarket

Section A - Airport to Haymarket	
Amount of:	
Preliminaries	£519,277.29
Design	£1,157,764.69
Track and Formation	£18,828,200.85
Tramstops & Equipment	£0.00
Depot	£8,330,820.41
Highways	£0.00
Buildings	£0.00
Interchanges	£0.00
Structures	£0.00
Supervisory Control & Comms Systems	£1,881,699.44
Tramstop Equipment	£84,050.27
OHL & Sub-stations	£10,051,475.91
Spares	£0.00
Risk	£0.00
Amount of Section A - Airport to Haymarket	£32,340,977.20

Section A - Airport to Haymarket

Section A - Airport to Haymarket	
Amount of:	
Preliminaries	
Design	
Track and Formation	
Tramstops & Equipment	
Depot	
Highways	
Buildings	
Interchanges	
Structures	
Supervisory Control & Comms Systems	
Tramstop Equipment	
OHL & Sub-stations	
Spares	
Risk	
Amount of Section A - Airport to Haymarket	£0.00

Section B - Haymarket to Newhaven

Section B - Haymarket to Newhaven	
Amount of:	
Preliminaries	£123,608.91
Design	£0.00
Track and Formation	£9,282,200.22
Tramstops & Equipment	£0.00
Highways	£0.00
Buildings	£0.00
Interchanges	£0.00
Structures	£0.00
Supervisory Control & Comms Systems	£1,813,356.20
Tramstop Equipment	£768,498.64
OHL & Sub-stations	£4,664,889.60
Spares	£0.00
Risk	£0.00
Amount of Section B - Haymarket to Newhaven	£17,463,643.57

Section B - Haymarket to Newhaven

Section B - Haymarket to Newhaven	
Amount of:	
Preliminaries	£102,768.28
Design	
Track and Formation	£1,180,110.08
Tramstops & Equipment	
Highways	
Buildings	
Interchanges	
Structures	
Supervisory Control & Comms Systems	£410,364.45
Tramstop Equipment	£131,730.20
OHL & Sub-stations	£1,849,837.28
Spares	
Risk	
Amount of Section B - Haymarket to Newhaven	£3,474,810.29

Original Contract Value - Original CPA Split:	£60,537,006.77
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Deductions Project Carlisle - Airport to Terminal Point:	£520,829.77
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SIEMENS

ETN - Edinburgh Tram Network

date: 29-07-2010

Project Carlisle - Pricing

Additional Costs Project Carlisle - Airport to Terminal Point

System Wide	
Amount of:	
Preliminaries	£18,990,153.81
Design	£1,289,539.83
Track and Formation Works	
Train Supply	
Tramstop & Commissioning	
Supervisory Control & Comms Systems	
Spares	
Third Party Works	
Amount of System Wide	£20,279,693.64

CPA Project Carlisle - Airport to Terminal Point

System Wide	
Amount of:	
Preliminaries	£38,317,220.01
Design	£12,904,047.85
Accommodation Works	£0.00
Train Supply	£1,056,273.98
Tramstop & Commissioning	£0.00
Supervisory Control & Comms Systems	£3,492,880.00
Spares	£45,878.46
Third Party Works	£27,509.21
Amount of System Wide	£56,340,931.51

Section A: Airport to Haymarket

Section A: Airport to Haymarket	
Amount of:	
Preliminaries	£7,855,271.11
Design	
Track and Formation	£2,309,568.84
Tramstops & Equipment	
Depot	
Highways	
Buildings	
Interchanges	
Structures	
Supervisory Control & Comms Systems	
Tramstop Equipment	
OHL & Sub-stations	
Spares	
Risk	
Amount of Section A: Airport to Haymarket	£10,164,840.00

Section A: Airport to Haymarket

Section A: Airport to Haymarket	
Amount of:	
Preliminaries	£8,477,848.85
Design	£1,167,764.89
Track and Formation	£21,137,758.78
Tramstops & Equipment	£0.00
Depot	£3,330,820.41
Highways	£0.00
Buildings	£0.00
Interchanges	£0.00
Structures	£0.00
Supervisory Control & Comms Systems	£1,581,689.44
Tramstop Equipment	£341,640.27
OHL & Sub-stations	£10,031,473.31
Spares	£0.00
Risk	£0.00
Amount of Section A: Airport to Haymarket	£48,444,217.71

Section B: Haymarket to Newhaven

Section B: Haymarket to Newhaven	
Amount of:	
Preliminaries	£27,709.44
Design	£0.00
Track and Formation	£190,298.70
Tramstops & Equipment	
Highways	
Buildings	
Interchanges	
Structures	
Supervisory Control & Comms Systems	
Tramstop Equipment	
OHL & Sub-stations	£331,429.85
Spares	
Risk	
Amount of Section B: Haymarket to Newhaven	£249,438.00

Section B: Haymarket to Newhaven

Section B: Haymarket to Newhaven	
Amount of:	
Preliminaries	£20,547.20
Design	£0.00
Track and Formation	£3,292,286.54
Tramstops & Equipment	£0.00
Highways	£0.00
Buildings	£0.00
Interchanges	£0.00
Structures	£0.00
Supervisory Control & Comms Systems	£1,492,981.78
Tramstop Equipment	£635,768.41
OHL & Sub-stations	£4,345,892.29
Spares	£0.00
Risk	£0.00
Amount of Section B: Haymarket to Newhaven	£10,012,296.22

Additional Costs Project Carlisle - Airport to Terminal Point	£22,484,541.33
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CPA Project Carlisle - Airport to Terminal Point	£117,411,487.41
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ETN - Edinburgh Tram Network

date: 29-07-2010

Project Carlisle - Pricing

Change Orders

Topic	Correspondence	Price
Various Traffic Signal requirements	INTC-0050	£30,550.32
Noise & Vibration survey	INTC-0438	£146,128.00
Substation Quotations Scottish Power / Core connections	TNC-0014	£1,312,830.68
Guided Busway (Rheda City vs. Direct Fixation)	INTC-0421	£550,000.00
HV/LV Works - agreed variation	TNC-0014	£324,683.32
TS works (Urban Traffic Control)	TNC-0016	£270,740.00
EoT#1	INTC-0001	£1,299,000.02
TS works - Mobilisation and Jct 41	INTC-0505	£262,800.00
VE-0015: Roseburn Street Viaduct- Impact from OLE	VE-0015	£12,063.00
VE-0014: A8 Underpass (height reduction 5m -> 4.5m)	VE-0014	£140,010.96
Depot Turntable (design)	INTC-0412	£26,435.00
E&B Checking Impact on: Gogarburn-Bridge	INTC-0111	£3,394.88
E&B Checking Impact on Edinburgh Park Station Bridge	INTC-0180	£3,394.88
New Ingleston Limited (design)	INTC-0258	£36,784.00
BAA Dualling Proofing > abortive costs	INTC-0417	£8,136.00
E&B Checking Impact on: Baird Drive RTW	INTC-0104	£3,394.88
E&B Checking Impact on: Carricknowe Bridge	INTC-0115	£3,394.88
Airport canopy (OLE Impact)	INTC-0277	£30,216.76
Sub Station Cathedral Lane: Design Support	INTC-0281	£27,192.60
Crawley Tunnel (Princes St) - Abortive costs for TRW	INTC-0305	£10,144.00
Gogar Landfill, Trackform Rheda G to Ballast (design)	INTC-0374d	£107,509.18
Floating Slab Design	INTC-0518	£121,847.31
Reinforced Rheda Track instead of BB improvement layer: (Shallow depth location) - design	INTC-0588	£45,381.00
OLE related planning consents	INTC-0612	£66,704.00
Trackwork works disruption due to Princes Street works	SV-0112	£138,820.21
PSSA-TLC disruption costs	SV-0100a	£15,000.00
Design Change Edinburgh Park Station / section 7A	INTC-0152	£10,847.86
Roseburn Street Viaduct- Impact from TRW	VE-0015	£50,982.64
Depot Turntable (construction)	INTC-0412	£17,155.78
HV Scottish Power Connections (Gogar-Depot Change): Maybury Road Overbreak	INTC-0547	£47,203.58
HV Scottish Power Connections: Switching Station location change at Gogar Depot	INTC-0643	£80,492.00
HV Ingleston Wayleave Problems	INTC-0644	£35,547.00
HV Janners Addl Reinforcement	INTC-0645	£65,414.00
Total Change Orders		£6,308,309.59

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ETN - Edinburgh Tram Network

date: 29-07-2010

Project Carlisle - Pricing

Additional GMP Carlisle components

Topic	Price
Urban Traffic Light Control scope limited to Airport until Terminal Point	£2.087.086,79
OLE pole finials for street lighting	£287.796,67
Total additional GMP components	£2.374.883,46

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APPENDIX 1.3

CAF - Guaranteed Maximum Price Breakdown

See Attached Supplemental Information CD:

Appendix 1.3--CAF GMP Breakdown

Note: The CAF GMP is based on GBP and Euro values.

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CAF cost associated with Project Carlisle

Assumptions:

- The Delay Costs below are generated by delays incurred by the project and formalized with Project Carlisle. They include the claims presently held by CAF for other delay claims (MUDFA, ETN, etc.). There would be no double recovery, so if Project Carlisle would be retained by Tie, the other claims for delay generated costs would be settled with these amounts.
- To obtain the total amount that would be due to CAF, we add two components: Delay Costs, as explained above, and normal Contractual Payments pending as of 23 July 2010 (certified milestones or not, all payments until completion of TSA).
- CAF has assumed Tie will continue to pay Tram Delivery Milestones as it is doing today. CAF has assumed the Commissioning Milestones will not be paid until the infrastructure allows Commissioning tests to occur, and therefore they will be delayed, incurring Delay Costs.
- CAF has analyzed the Infrastructure availability during the Commissioning, and presently understands that the rate in the Contractual Programme (three trams per month commissioned) cannot be sustained under the precarious conditions associated with Infrastructure availability at the first stages of Project Carlisle. We understand that the rate must be a maximum of 2 tramways per month, and the Programme would need to be updated to reflect that rate. Nevertheless we estimate that enough trams can be commissioned so no delay is introduced in the start of service for that reason. As required by the Consortium in P. Carlisle, these delays in tram commissioning should not generate LDs to CAF (as the tramways are being delivered to date and are available for commissioning as contractually required).
- The cost of the maintenance of tramways will decrease due to less kilometres of service per year, while the line is not completed. We estimate the number of kilometres will amount to a quantity smaller than what is foreseen in the TMA, and therefore needs to be agreed, logically the cost per kilometre will be higher than the costs agreed, although the total Maintenance Cost according to the TMA will be smaller. CAF has not the information to estimate that TMA price reduction (year – kms targeted by Tie under P. Carlisle), and it is not included in the amounts below.
- The Delay costs have been estimated according to the Programme Project Carlisle Revision 00, (100729).

Delay costs:

OVERALL COST	COSTS	
Warranties	698.317,75	euros
Technical office	104.000,00	euros
Consultancy firms	77.328,00	euros
Project Management	254.338,28	euros
Maintenance	448.283,33	euros
Financial impact	600.991,79 €	euros
Foreign Exchange	67.199,51	euros
Legal Department	46.800,00	euros
Comercial Department	46.800,00	euros
TOTAL 1	2.344.058,67	euros
Cost at CAF IRUN for UT3-UT14	COSTS	
Parking at CAF IRUN	813.713,27	euros
Security for the trams	21.276,00	euros

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Insurances	45,742,40	euros
Additional Couplings & Uncoupling	0,00	euros
Normal Maintenance	4,520,00	euros
Long Term Maintenance	292,428,00	euros
Total 2	1,177,679,67	euros
Costs at RENFE IRUN for UT3-UT14	COSTS	
Parking at RENFE IRUN	622,079,58	euros
Security for the trams	217,618,46	euros
Insurances	258,956,34	euros
Additional Couplings & Uncoupling	48,738,00	euros
Normal Maintenance	25,588,57	euros
Long Term Maintenance	0,00	euros
Total 3	1,172,980,95	euros
COST at CAF IRUN for UT15-UT27	COSTS	
Parking at CAF IRUN	0,00	euros
Security for the trams	69,738,00	euros
Insurances	324,476,11	euros
Additional Couplings & Uncoupling	0,00	euros
Normal Maintenance	32,062,86	euros
Long Term Maintenance	316,797,00	euros
Total 4	748,073,97	euros

Grand Total (1+2+3+4) Delay Costs 5.437.793,27 Euros

TSA Pending payments:

TSA pending payments as of 27th July 2010: £13.074.780,34

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APPENDIX 1.4

SDS - Guaranteed Maximum Price Breakdown

See Attached Supplemental Information CD:

Appendix 1.4 - SDS GMP Breakdown

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SDS ref: **ULE90392A ECS - Extended Construction Support**

Date from	Date to	Description	Comments	No. of Weeks	Rate	Total
01 July 2010	01 November 2010	Alan Dolan - Time split with Design Support until 1/11/10	28	18	£ 95.00	£ 46,740.00
01 July 2010	01 November 2010	Claire Ferguson - Time split with Design Support until 1/11/10	28	18	£ 38.00	£ 18,696.00
01 November 2010	25 May 2012	Alan Dolan	37.5	82	£ 95.00	£ 290,598.21
01 November 2010	25 May 2012	Claire Ferguson	37.5	82	£ 38.00	£ 116,239.29
01 July 2010	25 May 2012	Chris Reid	37.5	99	£ 95.00	£ 353,196.43
01 July 2010	27 May 2011	Tom Kelly	37.5	47	£ 95.00	£ 167,946.43
01 July 2010	29 July 2011	Scott Kelland	37.5	56	£ 78.00	£ 164,217.86
01 July 2010	31 August 2012	Jacek Stachowiak	37.5	113	£ 49.00	£ 207,900.00
01 July 2010	01 January 2011	Steve Anderson	37.5	26	£ 78.00	£ 76,885.71
01 July 2010	01 May 2012	Stephen Surtees	37.5	96	£ 95.00	£ 340,982.14
01 July 2010	28 October 2010	Tom Culligan	37.5	17	£ 78.00	£ 49,725.00
01 July 2010	01 May 2011	Kevin McGinty	37.5	43	£ 78.00	£ 127,028.57
As required	2 months	Roads Engineer - Lindsey Road and Depot access road	37.5	8	£ 95.00	£ 28,500.00
01 July 2010	29 July 2011	Structures Engineer	37.5	56	£ 78.00	£ 164,217.86
21 June 2010	30 June 2010	See Latest Application				£ 27,551.50

Total **£ 2,180,425.00**

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COMMERCIAL TRAM NETWORK COST CHANGE SUMMARY

DCR#	VE	Description	Change Estimate			Change Order			DC Change?	Admitted to DC		
			Number	Date	Value	Number	Date	Value				
DCR0021	VE	Realign Street Viaduct/E	DCR0024	03/09/2008	E 314,818	DCO011	06/02/2008	E 314,818				
DCR0022	76	Overhead Contact System	DCR0025	11/03/08	E 546,838	DCO005	10/06/2008	E 340,336				
DCR0024		Overhead Contact System	DCR0024	25/07/10	E 1,011,334.25	DCO021	24/06/2010	E 100,877				
DCR0025	378	Overhead Contact System	DCR0025	23/09/2008	E 1,870	DCO002	23/09/2008	E 1,870				
DCR0026	378	Overhead Contact System	DCR0026	27/02/2009	E 11,085	DCO003	27/02/2009	E 11,085				
DCR0104	143	Locally installed adaptive	DCR0104	10/07/2008	E 34,132	DCO071	23/08/2008	E 34,132				
DCR0123	289	Navigation System (Navigation)	DCR0125	29/01/2009	E 274,694	DCO018	23/06/2009	E 274,694				
DCR0127	244	Navigation System (Navigation)	DCR0127	29/01/2009	E 14,263	DCO006	09/12/2009	E 14,263				
DCR0132	728	Navigation System (Navigation)	DCR0134	24/02/2009	E 10,372	DCO009	02/10/2009	E 10,372				
DCR0140	271	Navigation System (Navigation)	DCR0140	29/01/2009	E 293,448	DCO026	23/04/2009	E 293,448				
DCR0141	281	Navigation System (Navigation)	DCR0141	11/03/2009	E 4,854	DCO001	10/12/2009	E 4,854				
DCR0144	277	Navigation System (Navigation)	DCR0144	25/02/2009	E 42,574	DCO038	16/05/2009	E 42,574				
DCR0147	287	Navigation System (Navigation)	DCR0147	26/02/2009	E 7,778	DCO002	26/02/2009	E 7,778				
DCR0151		Navigation System (Navigation)	DCR0151	10/07/2009	E 1,205	DCO079	03/12/2009	E 1,205				
DCR0160		Navigation System (Navigation)	DCR0160	17/04/2009	E 14,832	DCO058	12/07/2009	E 14,832				
DCR0167	281	Navigation System (Navigation)	DCR0167	30/10/2008	E 118,171	DCO004	16/12/2008	E 118,171				
DCR0168		Navigation System (Navigation)	DCR0168	23/04/2009	E 41,264	DCO044	28/08/2009	E 41,264				
DCR0170	270	Navigation System (Navigation)	DCR0172	02/08/2009	E 3,775	DCO078	02/10/2009	E 3,775				
DCR0172	377	Navigation System (Navigation)	DCR0172	01/05/2009	E 8,511	DCO012	28/08/2009	E 8,511				
DCR0173	378	Navigation System (Navigation)	DCR0173	01/05/2009	E 8,260	DCO001	04/08/2009	E 8,260				
DCR0179	379	Navigation System (Navigation)	DCR0179	01/05/2009	E 47,262	DCO074	28/08/2009	E 47,262				
DCR0181	393	Navigation System (Navigation)	DCR0181	09/06/2009	E 44,833	DCO000	09/01/2010	E 44,833				
DCR0181	310	Navigation System (Navigation)	DCR0181	05/04/2009	E 16,284	DCO005	10/12/2009	E 16,284				
DCR0182		Navigation System (Navigation)	DCR0182	09/12/2009	E 2,128	DCO025	26/01/2010	E 2,128				
DCR0191	439	Navigation System (Navigation)	DCR0191	30/07/2009	E 28,000	DCO004	30/07/2009	E 28,000				
DCR0198	417	Navigation System (Navigation)	DCR0198	27/08/2009	E 1,112	DCO008	16/12/2009	E 1,112				
DCR0200	488	Navigation System (Navigation)	DCR0200	01/10/2009	E 5,844	DCO009	16/01/2010	E 5,844				
DCR0202	483	Navigation System (Navigation)	DCR0202	19/12/2009	E 11,773	DCO005	10/12/2009	E 11,773				
DCR0203	481	Navigation System (Navigation)	DCR0203	19/12/2009	E 11,020	DCO008	10/12/2009	E 11,020				
DCR0205	465	Navigation System (Navigation)	DCR0205	10/12/2009	E 3,262	DCO007	10/12/2009	E 3,262				
DCR0209	305	Navigation System (Navigation)	DCR0209	05/04/2009	E 26,114	DCO101	08/01/2010	E 26,114				
DCR0212A	476	Navigation System (Navigation)	DCR0212A	22/02/2010	E 114,773	DCO108	04/01/2010	E 26,250				
DCR0213A	477	Navigation System (Navigation)	DCR0213A	19/12/2009	E 128,860	DCO111	15/04/2010	E 67,500				
DCR0214		Navigation System (Navigation)	DCR0214	11/03/2009	E 11,357	DCO103	08/01/2010	E 8,518				
DCR0215	488	Navigation System (Navigation)	DCR0215	24/10/2009	E 38,276	DCO108	04/01/2010	E 18,750				
DCR0219	499	Navigation System (Navigation)	DCR0219	22/02/2010	E 18,125	DCO110	04/01/2010	E 11,250				
DCR0220	512	Navigation System (Navigation)	DCR0220	24/11/2009	E 16,027	DCO104	04/01/2010	E 3,750				
DCR0227	378	Navigation System (Navigation)	DCR0227	04/01/2010	E 137,348	DCO114	16/12/2010	E 60,000				
					E 2,350,254				E 2,040,828.00			
									E 777,481.39	E 1,971,082.91	E 964,144.00	E 12,638.90

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EDINBURGH TRAM NETWORK - BSC CHANGE ESTIMATED

DCR No	N/C/BSC Ref ID	Description	Sector	Change Estimate			Change Order			Total	Total	Total
				Number	Date	Value	Number	Date	Value			
DCR022	61	OGLE Surcharge Utilisation	7A	DCR022	07/05/2010	1,994				1,994.00		
DCR0199		Internal Construction TRD Changes	SW	DCR0199	31/03/2010	77,940				77,940.00		
DCR0228		OLE Base Special 7 Airport	7A	DCR0228	31/03/2010	27,880			5,578.00	22,311.50	287.50	
DCR0229		OLE Plinths on Structures	SW	DCR0229	08/04/2010	113,526				113,526.79		
DCR0233	529	Special Landfill profile re-design	7A	DCR0233	10/03/2010	19,675			19,674.50		263.50	
DCR0235		Special Foundations on Loch Walk Railway Bridge	7B	DCR0235	08/04/2010	8,229				8,228.75	42.50	
DCR0237		Slabbing Track Design	SW	DCR0237	08/04/2010	69,510				69,510.00		
DCR0238		Precast Model of Gogarburn Retaining Wall	7A	DCR0238	10/03/2010	57,960				57,960.00		
DCR0241		Topo Survey Scottish Depot	SA	DCR0241	02/03/2010	1,543			1,542.50			
DCR0242	167	Changes to Structural Requirements Works - Wanderers Club House	SA	DCR0242	15/03/2010	882					892.00	
DCR0248		Special Foundation Construction at Station North Construction	I	DCR0248	14/03/2010	61,655				61,694.50		
DCR0250		Flashes to DCR0110 amendments are required to Internal Retaining Wall For Haymarket Viaduct	2A	DCR0250	12/05/2010	3,608			3,608.00			
DCR0251		Foundation Works on PINKIE ST	IC	DCR0251	04/05/2010	1,140				1,140.00		
DCR0253		Russell Road Retaining Wall Wallface Error	SA	DCR0253	24/05/2010	23,757				23,757.00		
DCR0255		Glenoch Street 2 Way Change	1D	DCR0255	04/05/2010	49,980				49,980.00	850.00	
DCR0256		Colinton Line Substation Works	IC	DCR0256	25/05/2010	23,114			20,000.00	3,113.50		
DCR0257		Russell Road Retaining Wall foundation ground conditions W3	SA	DCR0257	04/05/2010	7,411				7,411.00		
DCR0259		Special Foundation Construction at Station North obstructions	I	DCR0259	20/05/2010	18,720					18,720.25	
Estimated but not yet formally submitted/reviewed by BSC												
DCR0134A	258	2A, 7A Retention piling - OLE changes	7A			4,378				4,378.00		
DCR0245		OLE Special Foundations - Special	SW			105,438				105,437.59		
DCR0283		201803 - Update SB MX file	SB			3,833				3,832.50		
DCR0285	485	Tram Turnback Strategy	SW			80,000				80,000.00		
DCR0271		OLE removal of GAE tram - Closure of OLE tracks and issue of	SW			7,733				7,732.50		
DCR0272		Haymarket OLE Plinths	2A			1,883				1,882.50		
DCR0274		Thames Road Ground Retaining Wall Ground Improvement Change - 7A/02	SA			52,400				52,400.00		
DCR0222		Street lighting new pavement - Special Substation	1D			6,683				6,682.50		
DCR0230		Docking on Structures - Special Foundations	SW			57,500				57,500.00		
DCR0231		Existing and Demolition Development Workshop (Workshop)	SW			73,157				73,157.00		
DCR0264		Local Building Consents to Depot	IC			11,250				11,250.00		
DCR0287		Depot Tram Wash Equipment	S			26,343				26,343.00		
DCR0268		Depot Revised Layout showing Service and Offices	S			10,005				10,005.00		
DCR0269		Depot Existing and Building and Special Substation	S			14,105				14,105.00		
DCR0270		Tramway Layout Changes	SW			23,888				23,887.50		
DCR0273	588	Junction of the Mound, Pines St and Haymarket St	1C			4,558				4,558.00		
DCR0277		DCR0277 - Existing and Funding	7A			10,000				10,000.00		
DCR0282		Additional Cross Sections for Depot Foundation Design	S			8,000				8,000.00		
DCR0281		OLE updates for schedules of Works - Revision F emailed to SDS	SW			12,000				12,000.00		
						1,682,528			50,401.00	1,632,127.25	1,433.50	

Only Changes listed above (plus previously instructed) are included in the GMP fee.
 All above changes are estimated relevant to the associated Change Notices/Letters/Email correspondence between SDS & BSC

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PORTLAND TRAM NETWORK - CHANGES MAY OR MAY NOT BE REQUIRED, BUT SCOPE YET TO BE CONFIRMED FOR THE PURPOSE OF CHANGE ESTIMATION AND DISTRIBUTION

Item	Description	All Lead Offices	Change Identification		Change Estimation		Change Distribution	Comments
			Reference	Date	Amount	Date		
DCR0144	Stage E Landscape Drawings	All per CEC Inquiries and meeting Sept						Scope not yet confirmed. No Estimate included in GMP.
DCR0228	South GYM Access: Bridge Details Design	Changes in size and W11 oriented design as per DCR0333 (last of 2) noted						Scope not yet confirmed. No Estimate included in GMP.
DCR0222	Tower Place Bridge - Remove Ramp, Remove concrete abutment, Revise OLE Baseplate	See RDC154	RDC154 RDC154A	2/11/2019 02/02/2019				Scope not yet confirmed, currently thought to be unapprovable. No Estimate included in GMP.
DCR0249	Forth Ports Section 1A - Fence Alternates	Additional proposals in Castro area						Scope not yet confirmed. No Estimate included in GMP.
DCR0245	Advanced Directional Signing for Constitution St	Per CEC comments related to the location of additional signs, not previously discussed						Scope not yet confirmed. No Estimate included in GMP.
DCR0258	Midway 1st phone street	Per previous street construction contacts with proposed alternate design						Scope not yet confirmed. No Estimate included in GMP.
DCR0252	Mounting of sign plates on sidewalk or railing	Field request to review all possibilities						Scope not yet confirmed. No Estimate included in GMP.
DCR0261	Woodburn St West of curbside seats	Design of curbside seats required at Woodburn St in lieu of current benching proposals in the vicinity of each abutment	RDC167	20/05/2016				Scope not yet confirmed. No Estimate included in GMP.
DCR0268	Murrayfield Transit Layout Changes	Signal, Fence and Traffic Changes						Scope not yet confirmed. No Estimate included in GMP.
DCR0275	Elder Street Junction	Intersection Junction as requested by CEC	RDC170	06/07/2016				Scope not yet confirmed. No Estimate included in GMP.
DCR0278	Kenady Place Detailed Design	Refer to DCR0173 & DCR0221						Scope not yet confirmed. No Estimate included in GMP.
DCR0289	Pedestrian Overhead Change							Scope not yet confirmed. No Estimate included in GMP.
DCR0281	Gege Interchange - Name Change	Redesign Gateway						Scope not yet confirmed. No Estimate included in GMP.
DCR0282	Gege Interchange - AS Drainage	Re-evaluate drainage design						Scope not yet confirmed. No Estimate included in GMP.

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EOT bewteen 26th September '09 and 2nd Nov '09

20/07/2010

Employee/Supplier	Data	Week					Total
		28/09/2009	05/10/2009	12/10/2009	19/10/2009	26/10/2009	
CHANDLER, JASON ROY	Sum of Quantity	35.5	34.5	37.5	37.5	30	175
	Average of Contract Rate	95	95	95	95	95	95
	Sum of Contract Estimate	3372.5	3277.5	3562.5	3562.5	2850	16625
CHANDLER, Mrs. CARLA (CARLA)	Sum of Quantity	11.5	29	37.5	33.5	32.5	144
	Average of Contract Rate	78	78	78	78	78	78
	Sum of Contract Estimate	897	2262	2925	2613	2535	11232
SHUDALL, KATE	Sum of Quantity	7.5	11.5	12.5	12.5	12.5	56.5
	Average of Contract Rate	95	95	95	95	95	95
	Sum of Contract Estimate	712.5	1092.5	1187.5	1187.5	1187.5	5367.5
	Sum of Quantity	9	11	12.5	12.5	12.5	57.5
	Average of Contract Rate	95	95	95	95	95	95
	Sum of Contract Estimate	855	1045	1187.5	1187.5	1187.5	5462.5
	Sum of Quantity	8.5	11	12.5	12.5	12.5	57
	Average of Contract Rate	95	95	95	95	95	95
	Sum of Contract Estimate	807.5	1045	1187.5	1187.5	1187.5	5415

Total Sum of Quantity	72	97	112.5	108.5	100	490
Total Average of Contract Rate	93.45454545	91.6	91.6	91.6	92.34375	92.10077519
Total Sum of Contract Estimate	6644.5	8722	10050	9738	8947.5	44102

Halcrow

Brian McCrear	85	
	95	
	8075	8075
Laurie Mentiplay	85	
	95	
	8075	8075

Total £ 60,252.00

APPENDIX 2

VALUATION OF TIE CHANGES AND PROLONGATION

1 TIE CHANGES

- 1.1 We propose that amendments to the existing Schedule Part 4 Appendix G would be appropriate to simplify the rules concerning valuation of tie Changes and to establish rates for valuation of prolongation.
- 1.2 The valuation of any tie Change will continue to be made in accordance with Clause 80.6.
- 1.3 Where Clause 80.6.3 and/or 80.6.4 applies and to the extent that they apply to a tie Change then the valuation shall be on the basis of Actual Cost or Estimated Actual Cost.
- 1.4 In respect of a valuation of any work under 1.3 above the tie Representative shall apply head office overheads and profit percentages to the appropriate elements of Actual Cost or estimated Actual Cost as follows:

(a)	Civil Engineering works	10%
(b)	Systems and Track works	17%

- 1.5 In all cases where a tie Change is being valued in accordance with Clause 80.6, Site related overhead (Preliminaries) shall be valued and added as follows:

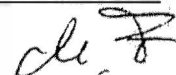
7.4% to be added to the net valuation of the tie Change to cover the Consortium Preliminaries.

17.5% to be added to the net valuation of the tie Change to cover any other Preliminaries with regard to any tie Change associated with Civil Engineering Works, provided that this calculation shall in no case apply to Systems and Trackwork or claims for other Preliminaries in relation to prolongation costs arising from extensions of time or delay.

Site related overhead (Preliminaries) in respect of Systems and Trackwork and in respect of Tram Supply Obligations shall be valued in accordance with paragraph 2 (Prolongation) below.

2 PROLONGATION

- 2.1 Infraco acknowledges that the principle of valuation of prolongation costs arising from extensions of time granted has been established through the mediation process leading to agreement of the Estimate for Infraco Notification of tie Change number 1. tie Change Order number 116 reflects the basis of this agreement. Infraco proposes that:
- (a) Prolongation costs including Preliminaries elements relating to Systems and Trackwork shall be based on Actual Cost or Estimated Actual Cost of the resources and/or labour employed by Infraco or its sub-contractors.
- (b) In respect of the valuation of cost elements relating to Systems and Trackworks, 17% is to be added to the Actual Cost or Estimated Actual Costs in respect of related head office overheads and profit percentages.



- (c) Preliminary elements in relation to prolongation costs which relate to Civil Engineering Works arising from extensions of time or delay, valued in accordance with the rates set out in Appendix 2.1 hereto.
- (d) In all cases where prolongation is being valued in accordance with Clause 80.6 costs which relate to the Tram Supply Obligations shall be valued on the basis of Actual Cost or estimated Actual Cost.

all

APPENDIX 2.1

PROLONGATION CALCULATION WORKSHEET

See Attached Supplemental Information CD:

Appendix 2.1 – Prolongation Calculation Worksheet

dl. F

Edinburgh Tram Network
 Project Carlisle: "Guaranteed Maximum Price"
 Bilfinger Berger - Prolongation Calculation Sheet

Bilfinger Berger Preliminaries								
Section of Works	Description of Works	Contractor	Project Carlisle		Delay (Wks)	Weekly Rate	Total	
			Start Date	Finish Date				
Overhead	BB - Overhead cost (Staff, Office, Business Cost)	Bilfinger Berger	01 July 2010	20 August 2012	0.00	£ 117,030.87	£	
							Consortium Office/Overhead Subtotal	£
Section of Works	Description of Works	Contractor	Project Carlisle		Delay (Wks)	Weekly Rate	Total	
			Start Date	Finish Date				
On Street	1A	Enabling Works Ch 0-550 to Tower Place Bridge	Bilfinger Berger	01 July 2010	13 June 2011	0.00	£ 5,852.94	£
	1A	Traffic Management	Bilfinger Berger	01 July 2010	05 May 2011	0.00	£	£
	1D	Haymarket to Lothian Road Junction Ch 350 - 1250	Bilfinger Berger	01 July 2010	20 April 2012	0.00	£ 11,696.48	£
	1D	Traffic Management	Bilfinger Berger	01 July 2010	05 April 2012	0.00	£	£
							On Street Subtotal	£
Off Street	2A / 5A (partly)	Haymarket to Murrayfield Underpass	Bilfinger Berger	01 July 2010	20 March 2012	0.00	£ 13,278.90	£
	5	Section 5 overall	Bilfinger Berger	01 July 2010	20 March 2012	0.00	£ 35,580.03	£
	6	Depot Area	Bilfinger Berger	01 July 2010	16 December 2010	0.00	£ 5,352.73	£
	7A / 5C (partly)	Depot to Edinburgh Airport	Bilfinger Berger	01 July 2010	25 July 2011	0.00	£ 8,259.43	£
							Off Street Subtotal	£
							Bilfinger Berger Preliminaries Subtotal	£

Sub Contract Costs								
Section of Works	Description of Works	Contractor	Project Carlisle		Delay (Wks)	Weekly Rate	Total	
			Start Date	Finish Date				
On Street	1A	Enabling Works Ch 0-550 to Tower Place Bridge	McKean & Co	01 July 2010	13 June 2011	0.00	£ 35,774.08	£
	1A	Traffic Management	Class One	01 July 2010	13 June 2011	0.00	£ 8,401.43	£
	1D	Haymarket to Lothian Road Junction Ch 350 - 1250	McKenzie Construction Ltd	01 July 2010	20 April 2012	0.00	£ 42,661.45	£
	1D	Traffic Management	Class One	01 July 2010	20 April 2012	0.00	£ 16,037.73	£
							On Street Subtotal	£
Off Street	2A / 5A (partly)	Haymarket to Murrayfield Underpass	John Graham (Dromore) Ltd	01 July 2010	20 March 2012	0.00	£ 99,976.97	£
	5 (S)	All Structures (only)	Expanded	01 July 2010	27 September 2011	0.00	£ 76,025.45	£
	5 (O)	All Other works (excl. structures)	Other Sub-Contractors	01 July 2010	20 March 2012	0.00	£ 27,600.37	£
	6	Depot Area	Barr Limited	01 July 2010	16 December 2010	0.00	£ 33,210.26	£
	7A / 5C (partly)	Depot to Edinburgh Airport	Farrans Ltd	01 July 2010	25 July 2011	0.00	£ 44,093.79	£
Off Street		Traffic Management	Class One	01 July 2010	27 September 2011	0.00	£ 38,158.73	£
							Off Street Subtotal	£
							Sub-Contractor Subtotal	£
							TOTAL	£

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APPENDIX 3

GMP DRAWINGS

3.1 BSC GMP Drawings

See Attached Project Carlisle BBUK GMP CD:

See Attached Supplemental Information CD:

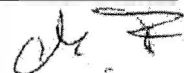
Appendix 3.1a -- GMP Drawing Register 1

Appendix 3.1b -- GMP Drawing Register 2

Appendix 3.1c -- GMP Drawing Register 3

3.2 Siemens Design Submissions

See Attached Carlisle Siemens Appendix 3 CD:



APPENDIX 4

PROJECT CARLISLE SCOPE

The design, construction, installation, commissioning, tram procurement and supply, system integration, infrastructure maintenance, tram maintenance and supply of related equipment, spares and materials, warranties, information, licences and related infrastructure in respect of those parts of the Edinburgh Tram Network as defined in this Proposal:

Off-Street Works to the following Sections from Haymarket to Edinburgh Airport:

1. Section 2A – Haymarket to Roseburn Junction;
2. Section 5A – Roseburn Junction to Balgreen;
3. Section 5B – Balgreen to Edinburgh Park Central;
4. Section 5C – Edinburgh Park Central to Gogar;
5. Section 6 – Gogar Depot;
6. Section 7A – Gogar to Edinburgh Airport.

On-Street Works to the following Sections from Haymarket to Princes Street East:

1. Section 1D – Princes Street West to Haymarket;
2. Princes Street West to the east end of Princes Street East (i.e. Terminal Point).

Enabling Works in Section 1A are as follows and as detailed in the electronic record of “GMP Drawings”

1. Newhaven Tramstop to Retaining Wall 1A – fill to underside of trackslab;
2. Lindsay Road Retaining Walls 1A, 1B, 1C and 1D – design and construction;
3. Lindsay Road Link Road to Ocean Drive – removal of retaining wall and footpath, removal of trees and ground preparation, placing of earthworks fill and re-grading of profile;
4. Lindsay Road – lowering works;
5. Tower Place Bridge – works to be completed, including the final roadway and the track as per shallow track design completed by SDS;

N.B. No systems-related works required.

In General

The Guaranteed Maximum Price is for the construction and delivery of the design shown on the drawings, specifications, schedules and submissions contained in the electronic record of "GMP Drawings". Changes in Procurement Laws, Tax Rates, Design Standards or Specifications, or changes in the Code of Construction Practice shall be considered a tie Change.

For the avoidance of doubt and further reference below to the Guaranteed Maximum Price being based on the GMP Drawings in the individual localities, is simply for added emphasis. Infraco shall not be obliged to build anything other than the design shown in the GMP Drawings unless instructed otherwise by tie through a tie Change Order, or as negotiated between the Parties.

Roseburn Viaduct

The Guaranteed Maximum Price is based on the drawings, specifications and schedules contained in the electronic record of "GMP Drawings".

Gogarburn Landfill Site (Section 7A)

The Guaranteed Maximum Price is based on tie's recommendation, which is included in the electronic record of "GMP Drawings", which amends trackform to ballast and includes a track retaining structure in the vicinity of the 50m radius curve to the east of Gogarburn Bridge and an element of earth retention. The GMP Programme assumes that a maximum three month surcharge period is required and that access will thereafter be available to Infraco in accordance with its the GMP Programme.

Outstanding Approvals etc.

Consents from Third Parties, in so far as it is required to obtain agreement of approval, have been identified when possible in the Programme. In the event other Consents or Third Party Approvals are required they shall be procured by tie in accordance with the GMP Programme, and in the event of a delay or additional cost Infraco shall be compensated by tie Change Order.

Trackform Type Confirmation

The trackform type at each location is based on the actual design as defined in the electronic record of "GMP Drawings" (SPM-TRW-GEN-0018)

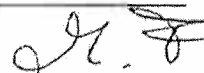
Murrayfield Stadium Accommodation Works

These works are being carried out by others with an expected completion date of 31 October 2010. The GMP Programme is based upon this completion date and assumes that access will be available thereafter in accordance with the GMP Programme.

South Gyle Access Bridge – sewer clash at [Structure Number 26]

The sewer is being diverted by others with an expected completion date of 31 October 2010. The GMP Programme is based upon this completion date and assumes that access will be available thereafter in accordance with the GMP Programme.

The Guaranteed Maximum Price will be based on the Drawings as included in the electronic record of "GMP Drawings".



Gogar Interchange

The Guaranteed Maximum Price does not include for the Gogar Interchange. The Guaranteed Maximum Price is based on the GMP Drawings.

New Ingliston Limited ('NIL')

The Guaranteed Maximum Price is based on the Drawings as included in the electronic record of "GMP Drawings".

Airport Retaining Walls W14 & W15

The Guaranteed Maximum Price is based on the Drawings as included in the electronic record of "GMP Drawings". Any changes required to accommodate the outcome of the flood modelling works are not at the risk of Infracore save for alterations required to the weir within Culvert No.3.

Airport Kiosk Design

No further future proofing is allowed in the Guaranteed Maximum Price.

The Guaranteed Maximum Price is based on the current developed elliptical design which is included on the drawings as included in the electronic record of "GMP Drawings".

Tramstop Design

The Guaranteed Maximum Price is based on the Drawings as included in the electronic record of "GMP Drawings".

Substation Design

The Guaranteed Maximum Price is based on the Drawings as included in the electronic record of "GMP Drawings".

Protection of Services

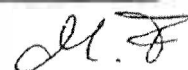
The protection and support of services are excluded from the Guaranteed Maximum Price.

Landscaping

In respect of landscaping works, Infracore shall be deemed to have met all requirements relevant to landscaping which are necessary to enable the issue of a Certificate of Sectional Completion provided that the only outstanding works relate to planting. Infracore shall then carry out the planting works at the beginning of the next planting season.

Section 2A at Haymarket: Phase 1a/1b Interface Design

The Guaranteed Maximum Price is based on the Drawings as included in the electronic record of "GMP Drawings". The Guaranteed Maximum Price does not include any work within Section 3A as part of Phase 1a or Phase 1b.



Network Rail: Form C Submissions

The Guaranteed Maximum Price is based on the standard requirements for Form C submissions and on approvals being given in line with the Programme. tie shall assist the Infraco in obtaining all relevant approvals.

Third Party Agreements at Edinburgh Park and Airport

The timetable constraints as detailed in the Third Party Agreement licence with Edinburgh Airport Ltd. (EAL), other than agreeing respective completion dates for the approved packages are not applicable in executing the scope of Project Carlisle.

The existing New Edinburgh Ltd. (NEL) license has deadlines of 18 months (excluding Edinburgh Park Viaduct) and 24 months (at the viaduct), which are about to expire. For the purposes of the Guaranteed Maximum Price Infraco has assumed that the required timeframes can be agreed with NEL by tie / CEC to allow Infraco to construct, test and commission in accordance with the GMP Programme.

Any impact of these dates on the GMP Programme shall be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

Overall Traffic Management Model Approval

The Guaranteed Maximum Price is based on the drawings, specifications and schedules ("GMP Drawings"). The Infraco shall comply with the requirements of the Employer's Requirements. Any required Change to the Employer's Requirements or any preferential or other design changes required by CEC will be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

OLE Vehicle Impact Report

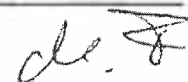
Infraco is responsible for obtaining CEC's acceptance and agreement. To date, CEC has not responded within the Approval Period as specified within the Infraco Contract. Any required Change due to late comments by CEC will be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

Lochside Avenue Junction

The Guaranteed Maximum Price is based on the drawings, specifications and schedules approved by CEC on 20 May 2010 and included in the electronic record of "GMP Drawings". The Guaranteed Maximum Price assumes no further comments or Informatives raised by CEC beyond those comments provided with the Approval of this design.

Changes to Traffic Regulation Orders (TROs)

tie is responsible for promotion and making of all necessary TROs to meet the PC Programme. tie confirms that Infraco have provided all necessary documentation and support required to support TRO 1 (defined as necessary for tram operations) for all on-street (Line 1) and off street (Line 2) sections. Further, Infraco is not responsible for the cost of any changes or amendments to any TRO documentation (drawings, schedules or reports) or to the design as a result of the TRO process or for any delays to the PC Programme due to a delay in the TRO process. Infraco is not responsible for the cost of any abortive works or delays due to the final "made" TRO impacting on the IFC design or changes to the GMP Drawings.



Drainage Alignment Drawings (Off-Street)

Any changes required to the current design on the drawings, specifications and schedules ("GMP Drawings"), including both the impact on design and in construction, shall be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

OLE Interface at Tower Place Bridge

The Guaranteed Maximum Price is based on the drawings, specifications and schedules ("GMP Drawings").

OLE Interface at Russell Road Retaining Walls 3 & 4

The Guaranteed Maximum Price is based on the drawings, specifications and schedules ("GMP Drawings").

Interface with Scottish Power at Depot

Meter arrangements and Local Power supply provider shall be in place by 12 July 2010.

Way-leave clarification shall be finalised and approved by tie by 12 July 2010.

Washing Plant

The Guaranteed Maximum Price is based on the Siemens proposal and the actual status of design. Any additional arrangements shall be subject to a tie Notice of Change and an appropriate tie Change Order will be issued.

Combined Poles

The Guaranteed Maximum Price includes all pole extensions required to allow for the implementation of the street lighting integrated with the OLE poles for the original scope of work as indicated on the IFC drawings. The installation of the extensions and provision / installation of the street lighting beyond east end of Princess Street have to be performed by others.

Cable ducts

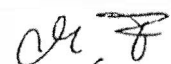
Cable duct connections between ETN and the Urban Traffic Control (UTC) and the City in View CCTV Control in a size of 150 mm diameter are not allowed in the Guaranteed Maximum Price due to an outstanding clarification on the right of way and the related design.

Noise & Vibration

Due to outstanding issues, the design and construction of the Floating Slab (Floating Track) as a Noise & Vibration protecting measures, no allowance has been made in the Guaranteed Maximum Price.

HV / LV Supplies

The Guaranteed Maximum Price includes the value confirmed in TNC 014. (INF CORR 2304/RB). Any modification required for the HV / LV supply shall be subject to additional TNC.



Utilities / Utility Works

The Guaranteed Maximum Price does not include for any Utilities, utilities or any Utilities Works that will be required to accommodate the Infraco Works other than those that have already been implemented through a tie Change Order.

Contaminated Materials

The Guaranteed Maximum Price does not include for dealing with contamination other than that which has been implemented through a tie Change Order. tie will be responsible for the risk associated with contaminated land, including contaminated materials and plants.

Below ground obstructions/voids

The Guaranteed Maximum Price does not include for any occurrence of archaeological findings, obstructions or voids below the original ground level other than those that have been implemented through a tie Change Order.

Trackbed & Foundation to Section 1D - Princes Street West to Haymarket

The Guaranteed Maximum Price is based on the "GMP Drawings".

Road Reconstruction to Section 1D - Princes Street West to Haymarket

The Guaranteed Maximum Price is based on the "GMP Drawings".

Duct Bank to City Chambers

No civil works have been allowed in the Guaranteed Maximum Price for any construction work from Princes Street to the City Chambers.

Design Assurance Statements

Infraco will carry out all necessary assurance statements, approvals and consents for the design, construction, testing and commissioning of the Edinburgh Tram Network in respect of those parts defined in this Proposal, with respect to the Safety Assurance Plan to enable tie to comply with ROGS and other key statutory requirements.

tie Change Orders

Infraco and tie are in the process of negotiating numerous tie Change Orders, however it is unlikely and unnecessary that they will be finalised prior to submission of this Proposal, in so far as the estimated amounts of these tie Change Orders have been incorporated in the GMP. Since Change Orders may have been issued after 30 June 2010 the GMP will require minor adjustment, as that the GMP only makes allowances for tie Change Orders issued prior to this date. However, in the instances where tie has issued Change Orders which contain qualifications, the qualifications remain valid and have been utilised in the development of the GMP.

Siemens' Materials and Equipment regarding the sections east of Terminal Point

The Guaranteed Maximum Price includes the value of all materials and equipment which Siemens has already ordered for the scope east of Terminal Point. The Guaranteed Maximum Price includes for delivery of all said materials and equipment, DDP (incoterms 2000) up to the defined projects warehouse in Edinburgh area. Arrangements



have to be made by tie for taking over the project warehouse after completion of construction works for the initial phase or the transport of materials and equipment to other suitable locations.

An itemised and priced material schedule will be provided for the sections east of the Terminus.

The Guaranteed Maximum Price is based on Infracore providing irrevocable vested ownership of these materials and equipment in favour of CEC, including transfer of title, risk and custody at a date which shall not exceed the Section C, Sectional Completion Date identified on the Programme, Revision 1- refer to activity ID 1000 of the Programme. For clarity, this is the latest date at which the last material or equipment should have been incorporated into the Works under the Programme, Revision 1.

The Guaranteed Maximum Price is predicated on the "Project Carlisle Change order allowing the immediate payment, per the itemised material schedule and within 60 days after physical delivery to the projects warehouse, of each and every such material and equipment for the sections east of Terminal Point.

The Guaranteed Maximum Price includes for warranty for all the above materials and equipment, for a warranty period expiring on 10 March 2013, i.e. two years after the Section C, Sectional Completion Date identified on the Programme, Revision 1.

Due to missing timeframes, cost for storage of the materials and equipment after providing irrevocable vested ownership as defined above is excluded from the Guaranteed Maximum Price. Siemens do not have long term arrangements beyond the Section C, Sectional Completion Date identified on the Programme; Revision 1 for its outsourced storage facilities in the Edinburgh area, the Guaranteed Maximum Price only includes cost for storage of the materials and equipment at Siemens' own or subcontracted onshore and/or offshore facilities, for the above, until that date.

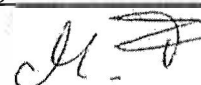
Tram Supply;

The Guaranteed Maximum Price includes for all costs incurred by CAF in storing trams at their factory in Spain (Option 1), and all other related costs (insurance, warranties etc) in accordance with Project Carlisle (See Appendix 1.3).

Designs Services (SDS)

Included in the Guaranteed Maximum Price is the cost for the preparation of all known works that the SDS Provider is currently aware of to complete the current scope. This includes the outstanding works relating to the original SDS design, design that has been subject to changes due to the alignment workshop process, changes requested by Infracore and changes driven by revised requirements from third party stakeholders and approvals bodies such as City of Edinburgh Council, tie, BAA, Forth Ports etc.

Also included in Appendix 1.4 CD, is a schedule of potential tie Changes that have been initiated, but for which, at the time of preparation of the Guaranteed Maximum Price, the scope was undefined. In these areas no instruction has been issued by tie. In most cases these tie Changes impact on a design that is complete, and compliant with the Employer's Requirements and the requirements of the Tram Design Manual, Third Party Agreements, CEC Standards and other core reference materials. These changes, if instructed, will result in changes to the GMP Drawings.

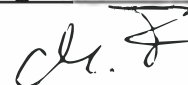


For the sake of clarity, these tie Changes have been excluded from the Guaranteed Maximum Price scope as it is recognised that it is entirely within the gift of tie to choose not to amend the current design presented and thereby mitigating cost and programme impact. Having reviewed the potential tie Changes for cost and programme savings we can see no added benefit in adopting the changes proposed in this schedule.

In preparing the Guaranteed Maximum Price, SDS has assumed that there will be no further changes required to the design, above and beyond those identified on the attached change schedules and as noted above. Given the exhaustive consultation approach that has been adopted with the relevant approvals bodies and the number of iterations of design that have been produced, comments received and subsequently incorporated, SDS believe the design to be robust and that all outstanding Technical and Prior Approvals could and should be granted by the relevant departments of the Approvals bodies without further change to the design. As such no allowance has been made for further design change in the production of the Guaranteed Maximum Price.

Specifically excluded from the Guaranteed Maximum Price are the following issues that at one point or another have been discussed, but not formalised or progressed by the Parties:

1. Stage E Landscape Drawings as per CEC Informative and Meeting held in September 2009;
2. South Gyle Access Bridge Detailed Design beyond Changes in S26 and W11 detailed in design as per DCR0133 feasibility report;
3. Tower Place Bridge design to reflect the removal of the ramp, concrete downstand, or revisions to the OLE, as per RDC154;
4. Forth Ports Section 1A fence alterations due to additional constraints in the Casino area;
5. Advanced Directional Signing for Constitution Street to address additional signs;
6. Lindsay Road phone mast construction conflicts;
7. Mounting of sign plates on buildings and railings;
8. Roseburn Street Viaduct curtain walls in lieu of the current fencing proposal at each abutment;
9. Murrayfield Tramstop Layout Changes to bollards, fence, and turnstiles;
10. Elder Street Junction redesign;
11. Picardy Place Detailed Design as per DCR0173 and DCR0221
12. Pedestrian Guardrail Changes;
13. Gogar Interchange name change to Edinburgh Gateway;
14. Relocation of the combined sewer at Gogar interchange.



Completion Dates and Liquidated Damages

Liquidated Damages will apply at the Infraco Contract rates and as per the terms of the Infraco Contract. However, the Planned Sectional Completion Dates are as identified in GMP Programme in Appendix 5 and are defined in the Executive Summary.

Liquidated Damages associated with tram delivery / tram commissioning in the Tram Supply Novation Agreement, the Tram Supply Agreement, and the Infraco Contract shall not apply any more, since the necessary progress of the tram delivery and tram commissioning has been included in the revised dates for the Planned Sectional Completion. The agreed commissioning dates for the Trams should be linked in the completion dates.

Schedule Part 4 Pricing Assumptions

We believe that a joint review of the existing Specified Exclusions and Pricing Assumptions in Schedule part 4 is required to enable agreement to be reached on a substantially reduced list.

Maintenance

The maintenance GMP is based on the current design as detailed in the GMP Drawings. If this is later subject to a Change Order, including any change to the agreed split of responsibilities within Schedule Part 2, then this shall be valued in accordance with clause 80.6.

The GMP is based on the assumption that the total maintenance period does not exceed 10 years starting with the service commencement date for Section D (as described in Appendix 5.2).

In view of the Project Carlisle revisions, we do not believe that certain conditions remain appropriate and we therefore we would like to review and to discuss the incorporation of the following points with respect to the Maintenance Services:

1. Removal of the voluntary termination by tie clause (89), which leads to a 10 year maintenance contract period.
2. Removal of the cap applicable to indexation on Spare Parts and infrastructure mobilization amounts, currently capped at a maximum aggregate amount of 50,000GBP.
3. Indexation: shall be for the full scope of maintenance, including mobilisation and initial spares.
4. Introduction of a Benchmarking point (at 5 years) regardless of whether there is any change in applicable law.
5. Renegotiation of Liability caps, as defined in Schedule Part 1, in the Maintenance Cap.



Maintenance Pricing

To reflect the Maintenance programming modifications required by Project Carlisle the Maintenance Pricing requires adjustment. The following Table identifies the Maintenance Pricing categories and Revised Amounts. Tram Maintenance and Mobilisation is included in the price provided by CAF, see APPENDIX 1.3 -CAF - Guaranteed Maximum Price Breakdown.

Maintenance Pricing

Infraco	Value
Infraco Maintenance limited to scope as defined in Infraco "Project Carlisle" Proposal	£25,133,013.00
Infraco Maintenance Mobilisation	£1,782,292.00
Infraco Maintenance	£26,915,305.00
Infraco Spare Parts	£1,013,090.00
Total Infraco	£27,928,395.00
CAF	Value
Tram Maintenance	TBA
Maintenance Mobilization	£2,275,806.00
Total CAF	TBA

TBA = To Be Adjusted by CAF/Tie when Km/year of operation is decided (it is presumed that the total amount will be below the minimum foreseen in Tram Maintenance Agreement table for price adjustment according to distance and will therefore require an agreement of the price per kilometre. If that is not the case, TMA prices will be applied)

APPENDIX 5

INFRACO PROJECT CARLISLE PROGRAMME

- 5.0 Narrative
- 5.1 GMP Programme
- 5.2 Sectional Completion Dates

5.0 Narrative

General

The start date (data date) of the programme is 12 July 2010. For work activities currently under construction their actual progress at 12 July 2010 is taken as the start point of the programme.

Our 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. However construction work will be required outside the hours stated in the Code of Construction Practice for Rail Possessions, work on busy road junctions, works associated with piling at the A8 underpass, stringing catenary cables etc. Prior approval will be sought 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.

Version 59 of the SDS design programme has been used to establish milestone dates for the Issue for Construction drawings. We have assumed that there will be no amendments to the SDS design programme.

The programme is based on MUDFA having completed all works and all utilities being diverted that would conflict with INFRACO operations.

The scope of work considered is that for and set out in this Proposal. Therefore, this programme as set out in Appendix 5 was set up only with regard to the Project Carlisle Proposal and based upon the scope provided herein.

Section Completion Dates

Section 1A

The programme for the enabling works at Newhaven which includes Lindsay Road Retaining Wall and the lowering of Lindsay Road is an extract of the relevant sections of the proposed Programme Revision 3A. The construction sequence therefore relies upon the availability of the Forth Ports diversion road. This diversion route permits the simultaneous construction of Lindsay Road Retaining Wall W1A and the lowering of Lindsay Road whilst still maintaining traffic flows.

The GMP Programme assumes a commencement of work on 16 August 2010 for the lowering of Lindsay Road, any late commencement may impact the sectional completion date.

The Programme assumes that all necessary Utility diversions have been completed in this area prior to the Infraco Works commencing.



The GMP Programme assumes that all 3rd Party approvals / licences will be in place for these works to commence in accordance on 3 August 2010, any late commencement may impact the sectional completion date.

The programme for Tower Place Bridge enabling works is extracted from the Programme Revision 3A and progressed to 12 July 2012. The programme only accounts for the relocation of utilities from North to South. Any delay in relocating the utilities, or additional works undertaken by tie may impact the sectional completion date.

Section 1C / 1D

The GMP Programme assumes that the terminal point for the works is the east end of Princes Street where the tracks are currently constructed to.

The programme for the track works from Lothian Road to Haymarket is extracted from the OSSA programmes.

The GMP Programme assumes commencement of the on street works between Lothian Road and Haymarket work on 6 September 2010, any late commencement may impact the sectional completion date.

The programme assumes that the all necessary utilities will be diverted and all approvals/ licences in place to enable these works to commence on 6 September 2010.

Work scope now allows for:

- Additional excavation and construction to full depth including a 600mm capping layer and disposal of surplus material.
- Traffic Management and access issues related to the loss of working street width as a result of increased excavation depth.
- Support to excavations due to adjacent live traffic.
- Ground improvements beneath the track slab.
- Protection of existing ductwork exposed as a result of the increased depth of excavation.
- Addition of an RC Improvement Slab.
- Additional traffic management constraints, parking bays, bus stops, and taxi bays within working areas.

Pedestrian traffic will be catered for by controlled crossing points at specified locations, yet to be mapped.

The works are scheduled with no risk allowances for the condition of the street handed over after MUDFA/Utility Works.

Full construction depth is allowed for in the programme, but issues with services conflicts as a result are not allowed for in the plan.

The Works are also not scheduled with any risk allowances for unforeseen issues e.g. below ground obstructions, voids, soft or contaminated material

The programme is planned using a 5 day effective working week and the phasing of the works is in accordance with current approved traffic management schemes. Calendars include August and Christmas Embargo periods together with site holidays, but no shutdown for summertime trades holidays (2 weeks).



No demobilization and remobilization periods have been incorporated into the GMP Programme around embargo dates, as that the work areas will be secured utilizing the protective fencing and security services.

All the construction programmes assume that all MUDFA/Utility Works within the Works Areas are complete by the planned Commencement Dates. We understand that a "Utilities Conflict Schedule" is available; however no allowance for these activities is included. Any delays resulting from this may have a considerable effect on construction periods.

Section 2A

The GMP Programme assumes a commencement date of 9 August 2010 for the removal and replacement of soft ground, any late commencement may impact the sectional completion date.

Section 5A

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

The construction works in general are subject to Network Rail approval. An eight week (plus three week "cooling off period") has been assumed for all Network Rail form C approvals. A four week (plus three week "cooling off period") has been allowed for the approval of all Works Package plans. The programme generally shows the latest dates for these approvals.

The GMP Programme assumes we will procure all necessary approvals to allow the commencement of demolition in Plots 96, 97, 101 & 102, before 9 August 2010, any late commencement may impact the sectional completion date.

Section 5B

The GMP Programme assumes a commencement date of 30 August 2010 for the track drainage works in Section 5B, any late commencement may impact the sectional completion date.

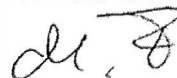
Section 5C

The GMP Programme assumes a commencement date of 30 August 2010 for the track drainage works in Section 5C, any late commencement may impact the sectional completion date.

The completion of the track and M & E works at the depot is dependent on the completion of the depot access bridge superstructure. The Programme assumes that the works to the depot access bridge will be accelerated to 7 days a week working from the 1 September 2010.

Section 6A

No comments.



Section 7A

The Programme assumes that the settlement period for the Gogar Landfill Site will be limited to 3 months.

The Programme also assumes that BAA will grant a licence for works on their land to recommence on 24 August 2010.

Revisions to the W14 Retaining Wall, received on 16 July 2010, have required re-pricing by BSC, Sub Contractors, and Material Suppliers. At this time we believe the responsible response to this change is to include in the GMP the Conceptual Price provided by one Sub Contractor who is experienced in piling operations, of approximately £7MIO. This price is contingent upon the redesign of the piling components (Jumbo 610x36 pipe) to incorporate a more commonly available piling product (762x20 pipe). Additionally, the material will require delivery from Turkey. As such, the GMP shall be based upon these assumptions and risks, however should any of the assumptions change, Infracore reserves the right to revise the costs associated with this area of work.

Immediate Action Items

There are a number of time critical activities which require procurement of authorizations as well as procurement of long lead time materials. We propose to meet with tie to discuss this particular issue, as well as similar issues, within the next few days in an effort to find an agreeable solution to avoid unnecessary impacts to the Programme. The following list is not all inclusive:

1. Commencement of work at Lindsay Road in Section 1A by 9 August 2010.
2. Removal and replacement of soft ground in Section 2A by 9 August 2010.
3. Permit to begin demolition in Section 5A by 9 August 2010.
4. Commencement of track drainage work in Section 5B and 5C by 30 August 2010.
5. Resumption of work on BAA lands in Section 7A by 24 August 2010.
6. Finalisation of design to allow procurement of piling materials for Wall 14 C no later than 9 August 2010 to facilitate a 12 week fabrication and delivery requirement.



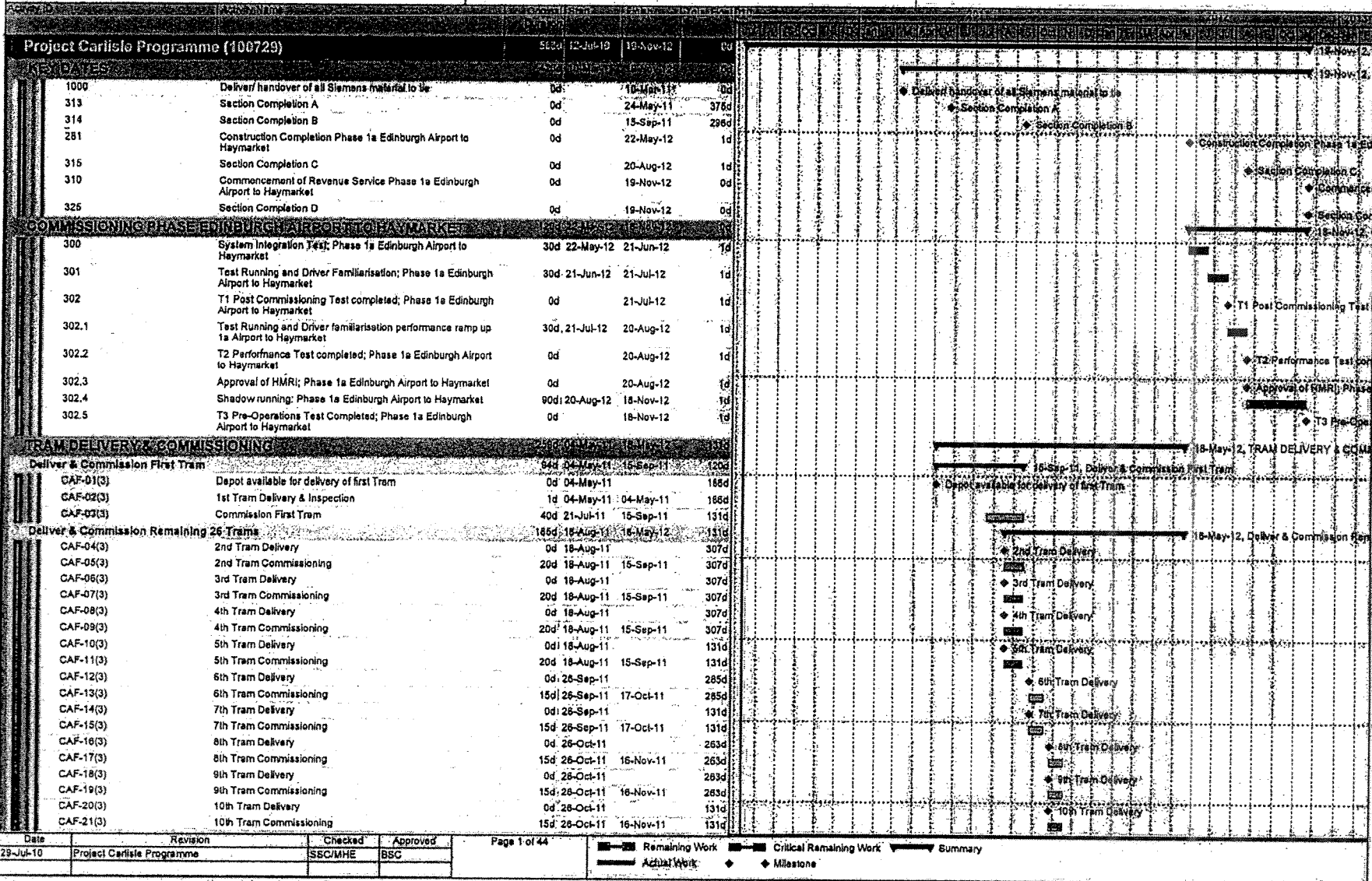
APPENDIX 5.1

INFRACO GMP PROGRAMME

See Attached Supplemental Information CD:

Appendix 5.1 -- GMP Programme
Project Carlisle Revision 00 (100729)
EDINBURGH TRAM NETWORK
Date 29-Jul-10
Pages 1 to 44

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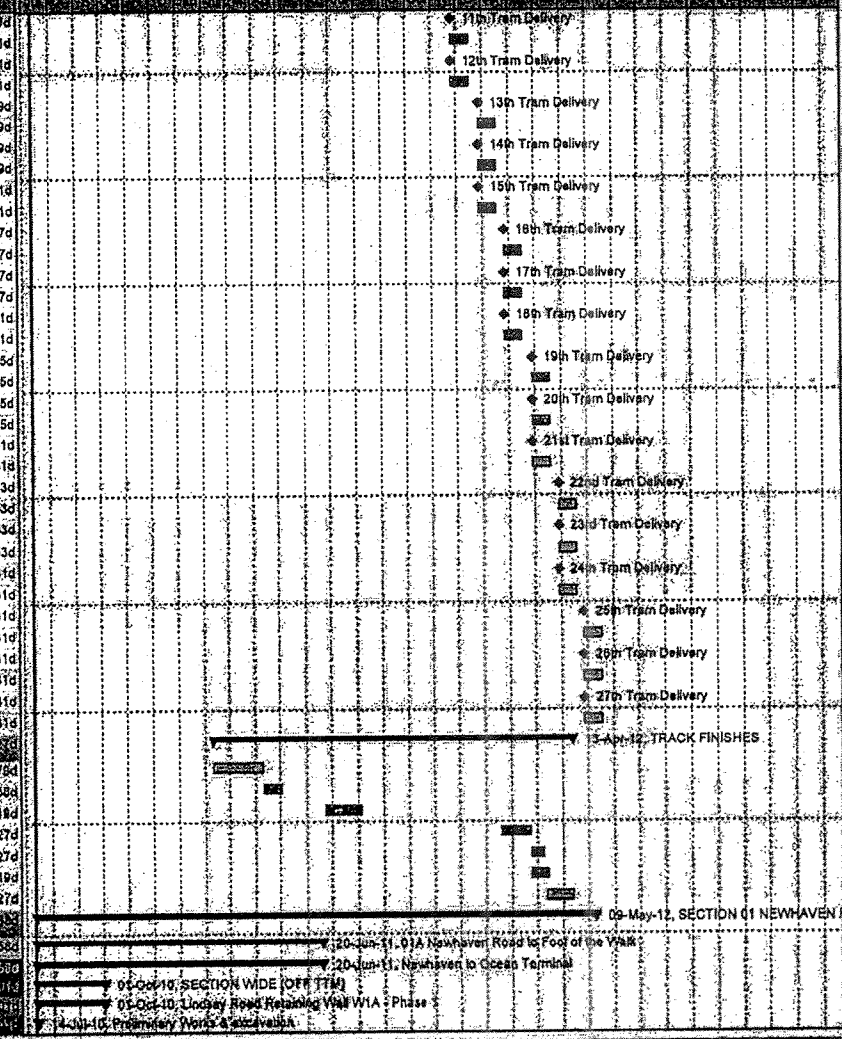
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EDINBURGH TRAM NETWORK

CAF-22(3)	11th Tram Delivery	0d 25-Nov-11	241d
CAF-23(3)	11th Tram Commissioning	15d 25-Nov-11	16-Dec-11
CAF-24(3)	12th Tram Delivery	0d 25-Nov-11	131d
CAF-25(3)	12th Tram Commissioning	15d 25-Nov-11	16-Dec-11
CAF-28(3)	13th Tram Delivery	0d 27-Dec-11	219d
CAF-27(3)	13th Tram Commissioning	15d 27-Dec-11	17-Jan-12
CAF-28(3)	14th Tram Delivery	0d 27-Dec-11	219d
CAF-29(3)	14th Tram Commissioning	15d 27-Dec-11	17-Jan-12
CAF-30(3)	15th Tram Delivery	0d 27-Dec-11	131d
CAF-31(3)	15th Tram Commissioning	15d 27-Dec-11	17-Jan-12
CAF-32(3)	16th Tram Delivery	0d 26-Jan-12	197d
CAF-33(3)	16th Tram Commissioning	15d 26-Jan-12	16-Feb-12
CAF-34(3)	17th Tram Delivery	0d 26-Jan-12	197d
CAF-35(3)	17th Tram Commissioning	15d 26-Jan-12	16-Feb-12
CAF-36(3)	18th Tram Delivery	0d 26-Jan-12	131d
CAF-37(3)	18th Tram Commissioning	15d 26-Jan-12	15-Feb-12
CAF-38(3)	19th Tram Delivery	0d 27-Feb-12	175d
CAF-39(3)	19th Tram Commissioning	15d 27-Feb-12	19-Mar-12
CAF-40(3)	20th Tram Delivery	0d 27-Feb-12	175d
CAF-41(3)	20th Tram Commissioning	15d 27-Feb-12	19-Mar-12
CAF-42(3)	21st Tram Delivery	0d 27-Feb-12	131d
CAF-43(3)	21st Tram Commissioning	15d 27-Feb-12	19-Mar-12
CAF-44(3)	22nd Tram Delivery	0d 28-Mar-12	163d
CAF-45(3)	22nd Tram Commissioning	15d 28-Mar-12	18-Apr-12
CAF-46(3)	23rd Tram Delivery	0d 28-Mar-12	163d
CAF-47(3)	23rd Tram Commissioning	15d 28-Mar-12	18-Apr-12
CAF-48(3)	24th Tram Delivery	0d 28-Mar-12	131d
CAF-49(3)	24th Tram Commissioning	15d 28-Mar-12	18-Apr-12
CAF-50(3)	25th Tram Delivery	0d 27-Apr-12	131d
CAF-51(3)	25th Tram Commissioning	15d 27-Apr-12	18-May-12
CAF-52(3)	26th Tram Delivery	0d 27-Apr-12	131d
CAF-53(3)	26th Tram Commissioning	15d 27-Apr-12	18-May-12
CAF-54(3)	27th Tram Delivery	0d 27-Apr-12	131d
CAF-55(3)	27th Tram Commissioning	15d 27-Apr-12	18-May-12

TRACK FINISHES			
A20000	Tamping Ballast 5A	40d 11-Feb-11	11-Apr-11
A20007	Tamping Ballast section 5B	15d 11-Apr-11	03-May-11
A20005	Tamping Ballast section 7A	30d 23-Jun-11	05-Aug-11
A20010	Finishing	25d 19-Jan-12	22-Feb-12
A20020	Prestressing	12d 23-Feb-12	09-Mar-12
A20006	Tamping Ballast section 5A	15d 23-Feb-12	14-Mar-12
A20030	Grinding	25d 12-Mar-12	13-Apr-12

SECTION 01 NEWHAVEN ROAD TO OCEAN TERMINAL			
01A Newhaven Road to Foot of the Wall	230d 12-Jul-10	20-Jun-11	350d
Newhaven to Ocean Terminal	230d 12-Jul-10	20-Jun-11	350d
SECTION WIDE (OFF TTM)	230d 12-Jul-10	20-Jun-11	350d
SECTION WIDE (OFF TTM)	230d 12-Jul-10	20-Jun-11	350d
SECTION WIDE (OFF TTM)	230d 12-Jul-10	20-Jun-11	350d



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Activity ID	Activity Name	Start	End	Duration	Summary
1A-24-W1A-110	Excavation	30d: 12-Jul-10	14-Jul-10	401d	
1A-24-W1A-120	RW Foundation	5d: 16-Jul-10	21-Jul-10	401d	18-Aug-10, RW Structure
1A-24-W1A-130	RC Wall	7d: 26-Jul-10	04-Aug-10	401d	
1A-24-W1A-140	Coping	8d: 09-Aug-10	18-Aug-10	401d	
1A-24-W1A-150	Waterproofing	2d: 25-Aug-10	28-Aug-10	401d	
1A-24-W1A-190	Brickwork	3d: 27-Aug-10	31-Aug-10	401d	
1A-24-W1A-160	Drainage	2d: 01-Sep-10	02-Sep-10	401d	
1A-24-W1A-170	Stone drainage trench	3d: 07-Sep-10	09-Sep-10	401d	
1A-24-W1A-180	Backfill and compact (inc demo. of exist. r.w.)	11d: 15-Sep-10	29-Sep-10	401d	
1A-24-W1A-200	Vehicle Parapets	2d: 30-Sep-10	01-Oct-10	401d	
1A-24-5A-W1A-370	LINDSAY ROAD RW W1A - PHASE 1 (4 OF 21 UNITS) COMPLETE	0d	01-Oct-10	401d	01-Oct-10, RW Finishing Works and Backfilling
Lindsay Road Retaining Wall W1D					
1A-24-5A-W1D-100	Mobilisation and site installation	1d: 26-Jul-10	26-Jul-10	325d	15-Sep-10, Lindsay Road Retaining Wall W1D
1A-24-5A-W1D-110	Excavation	1d: 30-Jul-10	30-Jul-10	325d	30-Jul-10, Preliminary Works & Excavation
1A-24-5A-W1D-120	RW Foundation	7d: 03-Aug-10	11-Aug-10	325d	23-Aug-10, RW Structure
1A-24-5A-W1D-130	RC Wall	8d: 12-Aug-10	23-Aug-10	325d	
1A-24-5A-W1D-140	Waterproofing	1d: 24-Aug-10	24-Aug-10	325d	13-Sep-10, RW Finishing Works and Backfilling
1A-24-5A-W1D-150	Drainage	1d: 25-Aug-10	25-Aug-10	325d	
1A-24-5A-W1D-160	Stone drainage trench	1d: 26-Aug-10	26-Aug-10	325d	
1A-24-5A-W1D-180	Brickwork	1d: 26-Aug-10	26-Aug-10	325d	
1A-24-5A-W1D-170	Backfill and compact	1d: 27-Aug-10	27-Aug-10	325d	
1A-24-5A-W1D-190	Vehicle Parapets + Crash Barrier	1d: 30-Aug-10	30-Aug-10	325d	
1A-24-5A-W1D-200	Kerbing	1d: 30-Aug-10	30-Aug-10	325d	
1A-24-5A-W1D-210	Footway and Road Surfacing	10d: 31-Aug-10	13-Sep-10	325d	
1A-24-5A-W1D-220	LINDSAY ROAD RW W1D COMPLETE	0d	13-Sep-10	325d	LINDSAY ROAD RW W1D COMPLETE
Lindsay Road Retaining Wall W1C					
1A-24-5A-W1C-140	Coping	6d: 12-Jul-10	19-Jul-10	325d	12-Aug-10, Lindsay Road Retaining Wall W1C
1A-24-5A-W1C-150	Waterproofing	1d: 20-Jul-10	20-Jul-10	325d	11-Aug-10, RW Structure
1A-24-5A-W1C-160	Drainage	1d: 21-Jul-10	21-Jul-10	325d	12-Aug-10, RW Finishing Works and Backfilling
1A-24-5A-W1C-170	Stone drainage trench	3d: 22-Jul-10	26-Jul-10	325d	
1A-24-5A-W1C-180	Brickwork	3d: 22-Jul-10	26-Jul-10	325d	
1A-24-5A-W1C-190	Backfill and compact	1d: 27-Jul-10	27-Jul-10	325d	
1A-24-5A-W1C-200	Vehicle Parapets + Crash Barrier	1d: 28-Jul-10	28-Jul-10	325d	
1A-24-5A-W1C-210	Kerbing	1d: 28-Jul-10	28-Jul-10	325d	
1A-24-5A-W1C-220	Footway and Road Surfacing	10d: 29-Jul-10	12-Aug-10	347d	
1A-24-5A-W1C-230	LINDSAY ROAD RW W1C COMPLETE	0d	12-Aug-10	347d	LINDSAY ROAD RW W1C COMPLETE
TTM PHASE 5B (LINDSAY ROAD WEST BOUND)					
1A-24-TTM-05B-1000	TTM - PHASE 5B - Lindsay Road EB closed	0d: 16-Aug-10		230d	24-Jul-11, TTM PHASE 5B (LINDSAY ROAD WEST BOUND)
1A-24-TTM-05B-01	Commence TTM Works	0d: 16-Aug-10		230d	TTM - PHASE 5B - Lindsay Road EB closed
1A-24-TTM-05B-1010	TTM PHASE 5B COMPLETE	0d	24-Jul-11	230d	Commence TTM Works
TEMPORARY AND PRELIMINARY WORKS					
		7d: 25-Aug-10	25-Aug-10	230d	25-Aug-10, TEMPORARY AND PRELIMINARY WORKS

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Date	Revision	Checked	Approved
28-Jul-10	Project Carlisle Programme	SSC/MHE	BSC