

Date	Revision	Checked	Approved	Page 23 of 29	Actual Work	Critical Remaining Work	Summary
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Item ID	Description	Start Date	End Date	Duration	Actual Work	Critical Remaining Work	Summary
5C-03-W23-84(3)30	Finishes	27-Oct-10	17-Mar-11	23d			
5C-03-W23-84(3)	Phases 1 & 2	81d	27-Oct-10	17-Mar-11	83d		
5C-03-W23-84(3)10	Phase 3	86d	22-Jun-11	31d			
5C-03-W23-84(3)20	Phase 4	11d	31-Mar-11	31d			
Depot Access Buildings (522)							
5C-03-S32-20(3)	Drainage & Backfill	12d	03-Sep-10	20-Sep-10	55d		
5C-03-S32-40(3)	Temporary Works	15d	03-Sep-10	23-Sep-10	147d		
5C-03-S32-45(3)	Piling	4d	18-Sep-10	21-Sep-10	65d		
5C-03-S32-50(3)	Pile Caps	31d	17-Sep-10	28-Oct-10	147d		
5C-03-S32-55(3)	Walls	33d	08-Oct-10	23-Nov-10	147d		
5C-03-S32-60(3)	Drainage & Backfill	25d	17-Nov-10	12-Dec-10	48d		
Superstructure							
5C-03-S32-65(3)	Deck	53d	05-Nov-10	18-Feb-11	147d		
5C-03-S32-70(3)	Finishes	31d	28-Jan-11	11-Mar-11	447d		
Columns (522m)							
5C-03-S32-30(3)	Pile Caps	12d	01-Oct-10	25-Oct-10	249d		
5C-03-S32-35(3)	Columns	22d	25-Oct-10	24-Nov-10	849d		
Trackwork (522m)							
5C-03-TRCK-30	Bulk Excavation	12d	11-Mar-11	28-Feb-11	147d		
5C-03-TRCK-31(3)	Additional Excavation	24d	01-Mar-11	01-Apr-11	147d		
5C-03-TRCK-60	Drainage and OLE Foundations	23d	04-Apr-11	05-May-11	155d		
5C-03-TRCK-61(3)	Additional drainage	31d	04-Apr-11	18-May-11	147d		
5C-03-TRCK-40	Track Formation and Ducts	12d	01-Nov-11	16-Nov-11	31d		
5C-03-TRCK-70	Track Laying (522m)	47d	17-Nov-11	08-Feb-12	31d		
5C-03-SIGN-70	point machine mechanical set up	10d	17-Nov-11	01-Dec-11	131d		
5C-03-SIGN-60	wayside preparation for loops(7) and boxes(2)	6d	26-Jan-12	06-Feb-12	220d		
5C-03-TRCK-80	Track Finishes	16d	07-Feb-12	01-Mar-12	34d		
5C-03-TRCK-81	Fencing and Reinstatements	11d	02-Mar-12	16-Mar-12	65d		
Depot Stop							
5C-06B-TRMS-20(3)	wayleave issued	0d	03-Sep-10		340d		
5C-06B-TRMS-30(3)	Civil Engineering and Building Works incl related cubicle founda...	65d	17-Nov-11	01-Mar-12	31d		
5C-06B-TRMS-30(3)	Access for visual inspection for E&M Tram Stop Installation (05C	0d	11-Jan-12		244d		
5C-06B-TRMS-40(3)	Deliver and install shelter	10d	27-Jan-12	09-Feb-12	31d		
5C-06B-TRMS-31(3)	Access for E&M Tram Stop Installation (05C Gyle)	0d	10-Feb-12		31d		
5C-06B-TRMS-45(3)	Deliver and install cubicle	10d	10-Feb-12	23-Feb-12	31d		
5C-06B-TRMS-50(3)	Install LV Power Supply and LV Power Equipment	25d	24-Feb-12	29-Mar-12	31d		
5C-06B-TRMS-70(3)	Install Telecom Equipment	20d	30-Mar-12	27-Apr-12	31d		
5C-06B-TRMS-80(3)	Site Acceptance Test Tramstop	5d	30-Apr-12	04-May-12	31d		
Depot Stop (exc.) to Gogarburn (inc.)							
5C-02-TRMS-10	Issue Construction Drawings Gogarburn Tram Stop	0d	03-Sep-10	03-Sep-10	265d		
Trackwork (664m)							
5C-02-TRCK-51(3)	Pre Earthworks Drainage	31d	03-Sep-10	21-Oct-10	340d		

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EDINBURGH TRAM NETWORK

BILFINGER BERGER SIEMENS CAF

13-Sep-10

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Item	Description	Start	End	Value
5C-02-TRCK-30	Earthworks	23rd 09-Nov-10	09-Nov-10	1800
5C-02-TRCK-60	Drainage	23rd 09-Nov-10	10-Oct-10	1800
5C-02-TRCK-40	DLE Foundations & Ducts	12d 13-Dec-10	11-Jan-11	1800
5C-02-TRCK-91	Sub Base & Ballast	11d 12-Jan-11	26-Jan-11	1800
5C-02-TRCK-70	Track Laying (562m)	32d 27-Jan-11	15-Mar-11	1800
5C-02-SIGN-70	point machine mechanical set up	15d 27-Jan-11	16-Feb-11	3320
6C-02-SIGN-60	wayside preparation for loops(4) and boxes(1)	5d 07-Mar-11	11-Mar-11	4410
5C-02-TRCK-80	Track Finishes	18d 14-Mar-11	08-Apr-11	2090
5C-02-TRCK-81	Paints and Realignments	25d 07-Apr-11	13-May-11	3980
Government Tram Stop				2300
5C-02-TRMS-20	wayleave issued	0d 03-Sep-10		3360
5C-02-TRMS-90	Civil Engineering and Building Works	65d 14-Feb-11	17-May-11	1800
5C-02-TRMS-30	Access for visual inspection for E&M Tram Stop installation (05...	0d 25-Mar-11		4520
5C-02-TRMS-40	Deliver and Install Shelter	10d 11-Apr-11	25-Apr-11	2200
5C-02-TRMS-31	Access for E&M Tram Stop installation (05C Gogarburn)	0d 26-Apr-11		2440
5C-02-TRMS-45	Deliver and install cubicle	10d 26-Apr-11	10-May-11	2200
5C-02-TRMS-50	Install LV Power Supply and LV Power Equipment	25d 11-May-11	15-Jun-11	2200
5C-02-TRMS-70	Install Telecom Equipment	20d 18-Jun-11	13-Jul-11	2300
5C-02-TRMS-60	Install Station Control Equipment + AFC Equipment	25d 16-Jun-11	20-Jul-11	2200
5C-02-TRMS-80	Package Test Tramstop	3d 21-Jul-11	27-Jul-11	2200

Item	Description	Start	End	Value
6A-01-TRCK-51(3)	Drainage	6d 03-Sep-10	09-Sep-10	5400
Trackwork (562m)				11500
6A-01B-TRCK-70	Trackwork in Workshop	25d 15-Oct-10	16-Nov-10	1840
6A-01-SIGN-60	wayside preparation for loops(X) and boxes(X)	16d 31-Aug-11	11-Feb-11	4610
6A-01C-TRCK-70	Track Laying Finishing	17d 29-Mar-11	15-Apr-11	1840
Area 2 (North West)				11500
6A-012-TRCK-78(3)	Second Layer Ballast	5d 03-Sep-10	09-Sep-10	1840
6A-012-TRCK-98(3)	Handover to Track Contractor	0d	09-Sep-10	1840
6A-012-TRCK-68(3)	Trackwork	25d 10-Sep-10	14-Oct-10	1840
Area 3 (North East)				11500
6A-013-TRCK-78(3)10	Civils Preparation	55d 04-Oct-10	20-Dec-10	2220
6A-013-TRCK-98(3)10	Handover to Track Contractor	0d	20-Jan-11	1840
6A-013-TRCK-68(3)10	Trackwork	40d 31-Jan-11	26-Mar-11	1840
Area 4 (East)				11500
6A-013-TRCK-78(3)	First Layer Ballast	2d 03-Sep-10	06-Sep-10	2320
6A-013-TRCK-78(3)	Second Layer Ballast	5d 07-Sep-10	13-Sep-10	2320
6A-013-TRCK-98(3)	Handover to Track Contractor	0d	13-Sep-10	2320
6A-013-TRCK-68(3)	Trackwork	10d 18-Nov-10	03-Dec-10	1840
Area 5 (East)				11500
6A-014-TRCK-52(3)	Drains	1d 03-Sep-10	03-Sep-10	2330
6A-014-TRCK-60(3)	Ducts	5d 06-Sep-10	10-Sep-10	2330

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6A-014-TRCK-74(3)	Cut Formation / Sub-Ballast	14-Sep-10	14-Sep-10	0d			
6A-014-TRCK-75(3)	First Layer Ballast	15-Sep-10	20-Sep-10	5d			
6A-014-TRCK-76(3)	Second Layer Ballast	21-Sep-10	27-Sep-10	6d			
6A-014-TRCK-85(3)	Handover to Track Contractor	0d	27-Sep-10	27d			
6A-014-TRCK-86(3)	Trackwork	0d	27-Sep-10	27d			
Depot Buildings							
6A-01-BLDS-28	Building Envelope	09-Sep-10	09-Sep-10	0d			
6A-01-BLDS-71	Fit-out and Finishes	03-Sep-10	03-Sep-10	0d			
6A-01-BLDS-30	Access for visual inspection for E&M workshop equipment	0d	05-Nov-10	65d			
6A-01-BLDS-72	Installation of workshop equipment	0d	05-Dec-10	35d			
6A-01-BLDS-31	Access for E&M workshop equipment	0d	05-Dec-10	35d			
Building Services							
6A-01-BLDS-70	Building Services Installation	15-Sep-10	23-Sep-10	8d			
6A-01-BLDS-80	Building Services Commissioning	0d	01-Oct-10	29d			
6A-01-BLDS-81	Inspection and Testing	0d	28-Apr-11	151d			
Depot Substation							
6A-01-SUBS-90	Civil Engineering and Building Works	15d	03-Sep-10	19d			
6A-01-SUBS-30	Access for visual inspection for E&M Substation Installation (06a depot)	0d	03-Sep-10	69d			
6A-01-SUBS-110	weyleave granted (depot - Maybury area)	0d	03-Sep-10	26d			
6A-01-SUBS-120	meter issue for power supply clarified	0d	03-Sep-10	28d			
6A-01-SUBS-31	Access for E&M Substation Installation (06A Depot)	0d	24-Sep-10	312d			
6A-01-SUBS-130	Installation HV cable	20d	15-Oct-10	26d			
6A-01-SUBS-40	Power Infeed from Public Net available inc HV cable	0d	12-Nov-10	28d			
6A-01-SUBS-45	Install HV Power Supply and Equipment (SP)	20d	12-Nov-10	26d			
6A-01-SUBS-70	Install Telecom and Scada	15d	06-Dec-10	43d			
6A-01-SUBS-50	Install LV Power Supply and LV Power Equipment	10d	13-Dec-10	43d			
6A-01-SUBS-60	Installation of TPS Equipment	45d	10-Jan-11	43d			
6A-01-SUBS-55	Energisation Scottish Power	0d	10-Jan-11	488d			
6A-01-SUBS-60	Testing and Commissioning	20d	26-Feb-11	43d			
Access Roads							
6A-01-ROAD-90(3)	Complete	0d	03-Sep-10	10-Sep-10	602d		
6A-01-ROAD-91(3)	Handstanding	40d	03-Sep-10	128-Oct-10	528d		
6A-01-ROAD-94(3)	Access Road	22d	13-Sep-10	12-Oct-10	502d		
6A-01-ROAD-95(3)	Complete Access Road & Finishes	30d	14-Jan-11	24-Feb-11	446d		
6A-01-JNCS-60	Installation of traffic light control - Junction 208	0d	25-Feb-11	04-Mar-11	446d		
E & M Installations							
6A-01-OHLE-50(3)	Installation of poles and building fixings (Depot)	32d	01-Sep-10	28-Sep-10	154d		
6A-01-ELEC-40	Access for visual inspection to cable pits for cable laying (Depot)	0d	10-Dec-10	497d			
6A-01-OHLE-40	Access for visual inspection for E&M Depot installation	0d	18-Dec-10	493d			
6A-01-OHLE-60(3)	Overhead Catenary Line (Depot)	76d	28-Jan-11	18-May-11	184d		
6A-01-SGNV-70	Install Signalling Wayside Equipment (Depot)	12d	28-Jan-11	15-Feb-11	480d		
6A-01-ELEC-41	Access to cable pits for cable laying (Depot)	0d	28-Jan-11	423d			
6A-01-ELEC-70	Install Electrical Cables Depot	26d	28-Jan-11	04-Mar-11	447d		

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5A-01-OHLE-41	Access for E&M Depot installation	09-01-Oct-11	09-01-Oct-11	1	
6A-01-SIGN-40	Installation of 2 SIG-interlocking cubicles depot entries	26-11-Feb-11	18-Mar-11	427d	
5C-02-SIGN-90	Installation of SIG equipment on depot entry west	10-25-Feb-11	11-Mar-11	432d	
5C-03-SIGN-90	Installation of SIG equipment on depot entry east	10-18-Mar-11	04-Apr-11	423d	
6A-01-SIGN-80	Commissioning of 2 SIG-interlocking cubicles depot entries	10-25-Mar-11	11-Apr-11	423d	
6A-01-OHLE-60(3)10	OCC Testing & Commissioning	15-18-May-11	09-Jun-11	361d	
Operations Control Center (OCC)					
9A-01-SIGN-100	Access for installation on operating and equipment floor	08-24-Jan-11	24-Jan-11	293d	
8A-01-SIGN-110	operating floor fit out	25-24-Jan-11	28-Feb-11	293d	
6A-01-SIGN-150	equipment floor fit out SIG/COM/SCADA/Radio	25-28-Feb-11	04-Apr-11	428d	
6A-01-SIGN-200	testing and commissioning OCC equipment	6-22-Mar-12	14-Jun-12	5d	
SECTION 07 DOGAR TO EDINBURGH AIRPORT					
E & M Installations					
7A-04-OHLE-30	Access for visual inspection for E&M wayside installation GBN - IPR	0-11-Jan-11	01-Oct-11	355d	
7A-04-OHLE-31	Access for E&M wayside installation GBN - IPR	0-10-Feb-11	01-Oct-11	247d	
7A-04-OHLE-30	Installation of poles and building fixings -20 (71 0581 - 71 1351)	4-10-Feb-11	18-Feb-11	299d	
7A-04-ELEC-30	Access for visual inspection to cable pits for cable laying GBN - IPR	0-20-May-11	01-Oct-11	394d	
7A-04-ELEC-31	Access to cable pits for cable laying GBN - IPR	0-22-Jun-11	01-Oct-11	156d	
7A-02/04-OHLE-50	Installation of poles and building fixings -19 (53 1556 - 71 0781)	7-22-Jun-11	30-Jun-11	158d	
7A-04-ELEC-60	Install Electrical Cables GBN - IPR	13-22-Jun-11	08-Jul-11	352d	
7A-01/02/04-TELC-60	Install Fibre Optic Cables DEH - GBN - IPR + DEP	15-22-Jun-11	12-Jul-11	357d	
7A-04-SGNW-60	Install Signalling Wayside Equipment GBN - IPR	13-22-Jun-11	08-Jul-11	352d	
7A-05-OHLE-30	Access for visual inspection for E&M wayside installation IPR - AIR	0-02-Sep-11	01-Oct-11	321d	
7A-05-ELEC-30	Access for visual inspection to cable pits for cable laying IPR - AIR	0-27-Sep-11	01-Oct-11	304d	
7A-04/05-OHLE-60(3)	Installation of poles and building fixings -21 (71 1129 - 71 2580)	7-04-Oct-11	13-Oct-11	83d	
7A-05-OHLE-31	Access for E&M wayside installation IPR - AIR	0-04-Oct-11	01-Nov-11	83d	
7A-04/05-OHLE-60(3)	Overhead Catenary Line -21 (71 1129 - 71 2580 + 71 2388 - 71...)	15-27-Oct-11	22-Nov-11	73d	
7A-05-ELEC-60	Install Electrical Cables IPR - AIR	7-27-Oct-11	07-Nov-11	276d	
7A-05-SGNW-60	Install Signalling Wayside Equipment IPR - AIR	7-27-Oct-11	07-Nov-11	276d	
7A-05-SIGN-40	Installation of SIG-interlocking cubicle AIR	15-27-Oct-11	17-Nov-11	273d	
7A-05-ELEC-31	Access to cable pits for cable laying IPR - AIR	0-27-Oct-11	01-Nov-11	258d	
7A-04/05-TELC-70	Install Fibre Optic Cables GBN - IPR - AIR	10-27-Oct-11	10-Nov-11	258d	
7A-02/04-OHLE-60	Overhead Catenary Line -19 (53 1556 - 71 0781)	15-31-Oct-11	22-Nov-11	73d	
7A-04-OHLE-60	Overhead Catenary Line -20 (71 0581 - 71 1351)	9-09-Nov-11	22-Nov-11	73d	
7A-05-TELC-60	Install Fibre Optic Cables IPR - AIR	4-10-Nov-11	15-Nov-11	288d	
7A-05-SIGN-90	Installation of SIG equipment on crossover AIR	10-10-Nov-11	24-Nov-11	273d	
7A-05-SIGN-80	Commissioning of SIG-interlocking cubicle AIR	5-24-Nov-11	01-Dec-11	273d	
Gogarburn (exc.) to Inghiltan Park & Ride (inc.)					
Trackwork (1750m)					
7A-04-TRCK-110(3)	Three Months Settlement Period (Dummy)	30-03-Sep-10	14-Oct-10	14d	
7A-04-TRCK-120(3)	Remove Surcharge	12-15-Oct-10	01-Nov-10	141d	
7A-04-TRCK-120	Pre Earthworks Drainage	30-15-Oct-10	25-Nov-10	197d	
7A-04-TRCK-130(3)	Soil Nailing	8-22-Nov-10	27-Jan-11	141d	
7A-04-TRCK-130	Earthworks Over/With Landfill Area	22-26-Nov-10	11-Jan-11	197d	

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7A-04-TRCK-140(3)	Reinforced Earth Embankment	44d 28-Jan-11	30-Mar-11	141d	Actual Work
7A-04-TRCK-80	Drainage	12d 31-Mar-11	15-Apr-11	141d	Actual Work
7A-04-TRCK-90	Ducting & OLE Foundations	11d 19-Apr-11	04-May-11	141d	Actual Work
7A-04-TRCK-140	Sub base & Ballast	10d 05-May-11	18-May-11	141d	Actual Work
7A-04-TRCK-100	Track Laying (400m)	18d 19-May-11	14-Jun-11	141d	Actual Work
7A-04-SIGN-70	wayside preparation for loops(0) and boxes(4)	2d 13-Jun-11	14-Jun-11	251d	Actual Work
7A-04-TRCK-86	Top Ballast	5d 15-Jun-11	21-Jun-11	141d	Actual Work
7A-04-TRCK-110	Fencing & Trackside Finishes	15d 22-Jun-11	12-Jul-11	357d	Actual Work
Gogarburn Bridge to Ingliston Tram Stop Ch 400 to 400					
7A-04-TRCK-160	Pre Earthworks Drainage	4d 03-Sep-10	08-Sep-10	184d	Actual Work
7A-04-TRCK-30	Earthworks	1d 09-Sep-10	09-Sep-10	184d	Actual Work
7A-04-TRCK-51(3)	Drainage	1d 10-Sep-10	10-Sep-10	278d	Actual Work
7A-04-TRCK-50	OLE Foundations & ducts	1d 13-Sep-10	13-Sep-10	278d	Actual Work
7A-04-TRCK-40	Sub base & Ballast	10d 14-Sep-10	27-Sep-10	278d	Actual Work
7A-04-TRCK-70	Track Laying (1750m)	20d 28-Sep-10	25-Oct-10	278d	Actual Work
7A-04-SIGN-60	wayside preparation for loops(0) and boxes(8)	2d 22-Oct-10	25-Oct-10	403d	Actual Work
7A-04-TRCK-76	Top Ballast	20d 26-Oct-10	22-Nov-10	278d	Actual Work
7A-04-TRCK-80	Fencing & Trackside Finishes	15d 23-Nov-10	14-Dec-10	494d	Actual Work
Gogarburn Bridge to Ingliston Tram Stop Ch 400 to 800					
7A-04-TRCK-51(3)10	Drainage	15d 03-Sep-10	23-Sep-10	181d	Actual Work
7A-04-TRCK-51(3)20	Critical Nil Works	30d 03-Sep-10	14-Oct-10	182d	Actual Work
7A-04-TRCK-180	OLE Foundations & ducts	6d 24-Sep-10	01-Oct-10	181d	Actual Work
7A-04-TRCK-190	Sub base & Ballast	23d 15-Oct-10	16-Nov-10	182d	Actual Work
7A-04-TRCK-200	Track Laying	30d 17-Nov-10	12-Jan-11	182d	Actual Work
7A-04-SIGN-80	wayside preparation for loops(0) and boxes(8)	2d 11-Jan-11	12-Jan-11	357d	Actual Work
7A-04-TRCK-85	Top Ballast	20d 13-Jan-11	09-Feb-11	232d	Actual Work
7A-04-TRCK-170	Fencing & Trackside Finishes	25d 10-Feb-11	16-Mar-11	438d	Actual Work
Ingliston Park and Ride Tram Stop					
7A-04-TRMS-20	wayside issued	08d 03-Sep-10		335d	Actual Work
7A-04-TRMS-60	Civil Engineering and Building Works	65d 02-Dec-10	16-Mar-11	182d	Actual Work
7A-04-TRMS-30	Access for visual inspection for E&M Tram Stop installation (07...	0d 25-Jan-11		495d	Actual Work
7A-04-TRMS-40	Deliver and install Shelter	10d 10-Feb-11	23-Feb-11	262d	Actual Work
7A-04-TRMS-31	Access for E&M Tram Stop Installation (07A Ingliston Park+Ride)	0d 24-Feb-11		287d	Actual Work
7A-04-TRMS-45	Deliver and install cubicle	10d 24-Feb-11	09-Mar-11	262d	Actual Work
7A-04-TRMS-50	Install LV Power Supply and LV Power Equipment	25d 10-Mar-11	13-Apr-11	282d	Actual Work
7A-04-TRMS-70	Install Telecon Equipment	20d 14-Apr-11	13-May-11	207d	Actual Work
7A-04-TRMS-80	Install Station Control Equipment + AFC Equipment	25d 14-Apr-11	20-May-11	282d	Actual Work
7A-04-TRMS-80	Package Test Tramstop	5d 23-May-11	27-May-11	282d	Actual Work
Ingliston Park and Ride Substation					
7A-01-SUBS-110	wayside granted (BAA + substation area)	0d	03-Sep-10	246d	Actual Work
7A-01-SUBS-120	meter issue for power supply clarified	0d	03-Sep-10	278d	Actual Work
7A-04-SUBS-90	Civil Engineering and Building Works	65d 04-Nov-10	17-Feb-11	194d	Actual Work
7A-01-SUBS-130	Installation HV cable	40d 12-Jan-11	09-Mar-11	194d	Actual Work
7A-04-SUBS-30	Access for visual inspection for E&M Substation installation (07...	0d 18-Jan-11		198d	Actual Work
7A-04-SUBS-100	cable duct for Power Infeed	5d 19-Jan-11	26-Jan-11	194d	Actual Work
7A-04-SUBS-31	Access for E&M Substation installation (07A Ingliston Park and ...	0d 18-Feb-11		198d	Actual Work

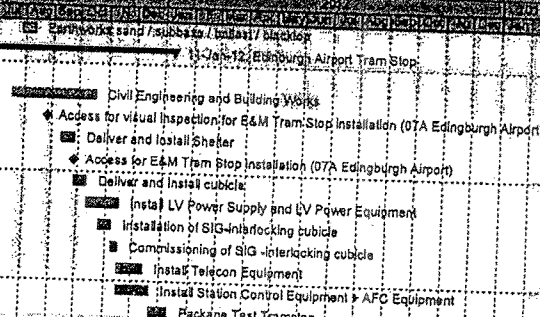
Revised "Project Carlisle" Proposal
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12-Sep-10	Revision 01 (100912)	SCS/MHE	BSC		Remaining Work	Milestone	

Item ID	Description	Start	End	Duration	Actual Work	Critical Remaining Work	Summary
7A-04-SUBS-40	Power Infeed from Public Net available for HV cable	04-09-Mar-11		194d			
7A-04-SUBS-45	Install HV Power Supply and Equipment (SP)	15d 09-Mar-11	30-Mar-11	194d			
7A-04-SUBS-50	Install LV Power Supply and LV Power Equipment	15d 30-Mar-11	20-Apr-11	388d			
7A-04-SUBS-55	Energisation Scottish Power	0d 13-Apr-11		419d			
7A-04-SUBS-70	Install Telecom and Scada	16d 20-Apr-11	13-May-11	355d			
7A-04-SUBS-60	Installation of TPS Equipment	30d 13-May-11	27-Jun-11	359d			
7A-04-SUBS-80	Testing and Commissioning	14d 27-Jun-11	15-Jul-11	365d			
Train		20d 22-Nov-11	21-Dec-11	244d			
07-04-TRAM-20	Track Testing of Tram	20d 22-Nov-11	21-Dec-11	244d			
Ingliston Park & Ride (exc) to Edinburgh Airport (inc)		027d 03-Sep-10	11-Jan-12	264d			
Design		0d 03-Sep-10	03-Sep-10	671d			
7A-05-TRCK-10	Issue Construction Drawings Trackwork (New Ingliston Ltd)	0d	03-Sep-10	566d			
7A-05-TRCK-20	Issue Construction Drawings Gogarburn RW's Redesign	0d	03-Sep-10	73d			
Trackwork (833m)		22d 01-Sep-10	27-Oct-11	287d			
7A-05-TRCK-70	Track Laying (833m)	30d 11-Aug-11	22-Sep-11	78d			
7A-05-SIGN-70	point machine mechanical set up	30d 11-Aug-11	08-Sep-11	81d			
7A-05-SIGN-60	wayside preparation for loops(4) and boxes(12)	10d 04-Sep-11	22-Sep-11	181d			
7A-05-TRCK-75	Top Ballast	10d 20-Sep-11	04-Oct-11	73d			
7A-05-JNGS-60	Installation of traffic light control - Junction 210	4d 22-Sep-11	28-Sep-11	177d			
7A-05-TRCK-80	Fencing & Trackside Finishes	17d 04-Oct-11	27-Oct-11	256d			
Drainage to Hilton Ch 1750 to 2040		3d 03-Sep-10	07-Sep-10	284d			
7A-05-TRCK-60	Drainage	3d 03-Sep-10	07-Sep-10	284d			
7A-05-TRCK-50	OLE Foundations & Ducts	3d 03-Sep-10	10-Sep-10	284d			
7A-05-TRCK-40	Sub Base & Ballast	3d 13-Sep-10	21-Sep-10	284d			
EAL Programme		28d 28-Sep-10	28-Sep-10	284d			
Phase A (Ch 2040 to 2200)		6d 13-Sep-10	20-Sep-10	285d			
7A-05-W14A-45(3)	OLE Foundations / Street Lighting & Ducts	6d 13-Sep-10	20-Sep-10	285d			
7A-05-W14A-50(3)	Earthworks Finish sand layer / sub base	6d 22-Sep-10	28-Sep-10	284d			
Phase B		22d 01-Oct-10	02-Nov-10	155d			
7A-05-W14B-10(3)	Earthworks (Fill 2300m3, Cut 2900m3, cap 660m3)	22d 01-Oct-10	02-Nov-10	155d			
7A-05-W14B-15(3)	Drainage	10d 02-Nov-10	16-Nov-10	155d			
7A-05-W14B-25(3)	Install Temporary Works	5d 02-Nov-10	09-Nov-10	155d			
7A-05-W14B-20(3)	14b Reinforced Earth Wall	10d 09-Nov-10	23-Nov-10	166d			
7A-05-W14B-30(3)	14c Reinforced Earth Wall	10d 16-Nov-10	01-Dec-10	155d			
7A-05-W14B-35(3)	OLE Foundations / Street Lighting	10d 01-Dec-10	15-Dec-10	155d			
7A-05-W14B-40(3)	Footpath Works	6d 15-Dec-10	10-Jan-11	156d			
7A-05-W14B-45(3)	Signalised Junction at Eastfield Avenue	8d 10-Jan-11	20-Jan-11	155d			
7A-05-W14B-50(3)	Earthworks sand / subbase / ballast	7d 20-Jan-11	31-Jan-11	155d			
7A-05-W14B-55(3)	Crash Barrier Installation	8d 31-Jan-11	10-Feb-11	463d			
7A-05-W14B-60(3)	Eastfield Avenue	52d 31-Jan-11	13-Apr-11	155d			
Phase C		15d 03-Sep-10	24-Sep-10	78d			
7A-05-W14C-10(3)	Earthworks (cut 3600m3, Fill 1900m3)	20d 01-Oct-10	29-Oct-10	73d			
7A-05-W14C-15(3)	Install temporary works	20d 29-Oct-10	26-Nov-10	73d			
7A-05-W14C-20(3)	14d RC Retaining Wall	137d 26-Nov-10	27-Jun-11	73d			
7A-05-W14C-25(3)	Remove temporary works	12d 27-Jun-11	13-Jul-11	73d			
7A-05-W14C-30(3)	Drainage	12d 13-Jul-11	29-Jul-11	73d			

Code	Description	Start	End	Duration	Notes
7A-05-W14C-35(3)	Earthworks sand / subbase / ballast / blacktop	0d: 29-Jul-11	11-Aug-11	73d	
Edinburgh Airport Tram Stop		0d: 03-Sep-10	11-Jan-12	314d	
7A-05-TRMS-20	Wayleave issued	0d: 03-Sep-10		335d	
7A-05-TRMS-30	Civil Engineering and Building Works	65d: 18-Jul-11	18-Oct-11	113d	
7A-05-TRMS-30	Access for visual inspection for E&M Tram Stop installation (07...	0d: 25-Aug-11		342d	
7A-05-TRMS-40	Deliver and Install Shelter	10d: 13-Sep-11	27-Sep-11	113d	
7A-05-TRMS-31	Access for E&M Tram Stop installation (07A Edingburgh Airport)	0d: 27-Sep-11		134d	
7A-05-TRMS-45	Deliver and Install cubicle	10d: 27-Sep-11	11-Oct-11	113d	
7A-05-TRMS-50	Install LV Power Supply and LV Power Equipment	25d: 11-Oct-11	15-Nov-11	113d	
7A-05-SIG-40	Installation of SIG-interlocking cubicle	10d: 25-Oct-11	08-Nov-11	157d	
7A-05-SIG-80	Commissioning of SIG -interlocking cubicle	5d: 08-Nov-11	15-Nov-11	157d	
7A-05-TRMS-70	Install Telecon Equipment	20d: 15-Nov-11	14-Dec-11	123d	
7A-05-TRMS-60	Install Station Control Equipment + AFC Equipment	25d: 15-Nov-11	21-Dec-11	113d	
7A-05-TRMS-80	Package Test Tramstop	5d: 21-Dec-11	11-Jan-12	113d	



Date	Revision	Checked	Approved	Page 29 of 29	Actual Work	Critical Remaining Work	Summary
12-Sep-10	Revision 01 (100912)	SCS/WME	BSC		Remaining Work	Milestone	

APPENDIX 5.2

SECTIONAL COMPLETION DATES

Section	Scope	Target Date	Remarks
A	Section A means completion of the Depot (fully functional including energisation) and the first Tram delivered to the Site and assembled;	9 June 2011	finish of access bridge construction not mandatory for that milestone
B	Section B means completion of the test track functional from the Depot west entry/exit to the airport, and five Trams delivered to the Site and assembled with the first Tram to have completed the Tram Type Test and the remaining Trams to have completed the Tram Commissioning Routine Tests, such tests as described in the Employer's Requirements and the completion of all tests required to enable the commencement of Driver Training;	20 December 2011	Allows one year + shadow running remaining time for driver training - lineside systems fully functional - OCC and radio communication functional only as far as available
C	Section C means the carrying out and completion of the section from Airport to Haymarket and the completion of all tests required by the Employer's Requirements in relation to that Section, including those System Acceptance Tests that must be successfully completed prior to shadow running as provided for in the Employer's Requirements;	End of construction 21 June 2012 End of T&C 19 September 2012	3 month for Testing & Commissioning (OCC and radio communication fully functional)
D	Section D means the completion of shadow running and commencement of revenue service approval obtained and the completion of all tests required by the Employer's Requirements in relation to that Section, including those System Acceptance Tests that must be successfully completed to enable Service Commencement; Tram Commissioning Routine Tests performed for trams	18 December 2012	

Privileged and confidential – prepared in contemplation of mediation
FOISA exempt



Bliffinger Berger Siemens CAF Consortium
9 Lochside Avenue
Edinburgh
EH12 9DJ

Our Ref: INF CORR 6275

Date: 24 September 2010

DELIVERED BY EMAIL TO MR KITZMAN

STRICTLY CONFIDENTIAL – LEGALLY PRIVILEGED AND FOISA EXEMPT

Dear Sirs,

Project Carlisle – Revised Proposal for discussion and finalisation

We are in receipt of a letter dated 11 September 2010 (reference 25.1.201/EK/6682) from Infraco's Representative to tie's Project Director which purports to be Infraco's Full and Final Proposal for Project Carlisle. We understand that it seeks to dismiss the detailed proposal we made on 7 September 2010 (reference INF CORR 5990).

The Infraco Representative's letter is contrary to the working practice agreed between Infraco Members and tie and it departs from the essential requirements that we refer to below. We are pleased to confirm that Mr. Kitzman has continued to work with our representatives to clarify certain issues which may have prevented us reaching an agreement based on the mutual understanding which has evolved from the consultations which Mr. Kitzman has conducted with Mr. Rush and Mr. Molyneux. We will therefore not respond to the 11 September 2010 letter other than to say we reject any differences it may raise with our proposal (our letter 5990 and this letter). We also deny any explicit or implicit allegations of tie's behaviour.

Our proposal is without prejudice to our rights under the Infraco Contract and in Law and cannot be founded upon by the Infraco Parties or any other parties in any proceedings, or be construed to be an offer (either in part or in whole) capable of acceptance without our express agreement in writing. Any agreement which arises from this letter will be subject to a Deed of Variation approved by a Minute of tie Limited's Board. Moreover, our proposal cannot be construed as implying tie's admission of any liability to the Infraco Parties or tie's waiver of any rights or claims against the Infraco Parties.

Governance and Guiding Principles

We do not withdraw what was set out in our letter reference INF CORR 5859 dated 24 August 2010 and subsequent amendments thereto agreed with Mr. Kitzman, however we make clear that the following principles are of the essence for any agreement which results from Project Carlisle:

- Price certainty for tie and its stakeholders.

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Registered in Scotland No: 230949 at City Chambers, High Street, Edinburgh, EH1 1YJ. Edinburgh Trams is an operating name of tie Ltd.

- A fully working and commissioned Edinburgh Tram Network from the Airport to St. Andrew's Square by the earliest and most cost efficient date.

Arriving at a revised Contract Price

We make no changes to our previous proposal, other than to confirm that for the purposes on any agreement:

The application of the revised tie Change mechanism (revised Clause 80) in respect of changes to the Design will be subject to the following principles which will be included in the documents:

- I. The definition of "tie Change" will remain unamended.
- II. The Infraco Works will, *inter alia*, be described by the Design for those works which will form part of a Design Assurance Statement(s) which has been, or is to be, issued by the Infraco and which de facto certifies that any IFC Drawing which is incorporated in the said Design Assurance Statement is for a base design which is supported by a written statement of the design philosophy, explaining why it is a good, best-value, design which satisfies the Employer's Requirements and certifying that all:
 - i. Consents, including but not limited to Design Stage Consents, have been obtained from Approval Bodies and third parties;
 - ii. appropriate CEC informatives have been concluded;
 - iii. interdisciplinary checks have been carried out; and
 - iv. elements of design are integrated, which means certifying the existence of adequate, concrete and sufficient evidence of unconditional, readily accessible, sound and comprehensive integration.

A Design which fully complies with this (II) will be the "Approved Design"

- III. Any revision required to the Infraco's submissions to obtain all Consents prior to the issue by the Infraco of any part of the Approved Design will not constitute a tie Change.
- IV. Unless any addition, modification, reduction or omission arises from an error, discrepancy, ambiguity or default by or of the Infraco or any Infraco Parties, any instruction to add to, modify, reduce or omit in respect of any part of the Approved Design will constitute a tie Change.
- V. Other than to rectify and error, discrepancy, ambiguity or default by or of the Infraco or any Infraco Parties, the Infraco will not add to, modify, reduce or omit in respect of any part of the Approved Design unless instructed by tie.

Proposed revised Scope

Taking cognisance of the Infraco's further representations since 11 September 2010, the Infraco Works will be confined to one Part:

Part A – Airport to St Andrew’s Square.

With the exception of the Omitted Civil Engineering Works (detailed in Appendix A of the draft GMP Scope of Works), completion of the Infraco Works in Part A is to be executed by the Infraco in accordance with the revised Sectional Completion Dates explained below.

Our proposal is based on the premise that the Infraco will not be required to carry out any further Civil Engineering Works east of Haymarket, other than completing the Enabling Works in Section 1A (as detailed in the GMP Scope of Works) and correcting defects between Lothian Road and Waverley Bridge.

For Part A, subject to further discussion between tie and CAF, the Infraco will be required to deliver no more than 20 Trams.

We are prepared to enter into discussions which may lead to the novation back to tie of:

1. The Tram Agreement and the Tram Maintenance Agreement.
2. The SDS Agreement for the completed, approved, assured, integrated and compliant Design of the Edinburgh Tram Network for Phases 1a and 1b, to include certification thereof by each Infraco Member, the SDS Provider and any Infraco Party or SDS Provider Party involved in the production or development of Design.

Revised dates for completion, liquidated damages, programme etc.

Hitherto, the Infraco has made no properly detailed submissions for extension of time other than in respect of Rev 1 and MUDFA Rev 8. The former has been granted and Robert Howie QC has determined by adjudication the Infraco’s entitlement in respect of the latter. We also note that tie offered a global nine months’ extension of time on 13 November 2009.

INF. CORR 5990 *inter alia* considered it to be fair and reasonable, taking account of the circumstances explained below, to set new Planned Sectional Completion Dates where Robert Howie determined them (albeit not finally binding on the Parties) with the exception of where he decided that the Infraco has no further entitlement. For those sections, we set them in accordance with tie’s letter of 13 November 2009.

The revised Planned Sectional Completion Dates for Part A become:

Section A	Set by Robert Howie QC	2 November 2010
Section B	Set by tie letter dated 13 November 2009	1 April 2011
Section C	Set by tie letter dated 13 November 2009	1 December 2011
Section D	Set by tie letter dated 13 November 2009	6 June 2012

Sections C and D will refer to completion at St Andrew’s Square and not Newhaven.

We confirm that tie is prepared for its Project Carlisle representatives to enter into more detailed discussion with the Infraco on Planned Sectional Completion Dates provided that the Infraco undertakes to approach such discussions in the spirit of finding the earliest and most cost-effective completion date(s) for tie and its stakeholders.

Such willingness includes giving tie access (including partial access) to the Depot (Section B) at the earliest time.

We repeat that to assist you in meeting the revised Planned Sectional Completion Date for Section D we are prepared to discuss with you measures which will allow us to reduce the period between the completion of Section C and Section D. Such measures may require giving us partial access to Section B works and/or storing and reducing the number of trams delivered as part of the Part A Scope.

Programming

In relation to the revised Infraco Works from the Airport to St Andrew's Square, other than requiring you to meet the above dates we see no reason why we should not revise the requirements of Clause 60 in relation to Schedule Part 2 (*Employer's Requirements*) and we have agreed suitable changes to these provisions which are referred to in the attached draft tie Change Order.

As part of our proposal; Clause 61.8 will be deleted.

Liquidated and Ascertained Damages

As the calculation of losses reflected in Liquidated and Ascertained Damages will not be less for a truncated project, Liquidated and Ascertained Damages for the Sectional Completion of Part A will remain as stipulated by Clause 62 of the Infraco Contract.

Excluded Items

Works executed to Princes Street (Lothian Road to Waverley Bridge)

Final agreement of the costs claimed by the Infraco arising from the Princes Street Supplemental Agreement ("PSSA") will not be possible until the Infraco and tie have agreed a Rectification Plan which is approved by the Roads Authority. In the meantime, tie will continue to pay, on-account, the amount currently certified as an interim payment, under reservation of being able to reduce such payment on a final conclusion as to liability.

SDS Provider

Events since 24 August 2010 have added to our concern about the inclusion by you of the SDS Provider's claim for a payment of £16.275 million. It leads us to conclude that it deserves further investigation. We are therefore to carry out a detailed investigation and audit of how the SDS Provider has performed and how the Infraco has managed them. Part of that investigation will take account of the agreement you admit has been entered into between Bilfinger Berger (and possibly others) with Parsons Brinkerhoff (and possibly others).

Until such time as we are able to come to a conclusive decision on the liabilities owed by us, or owed to us, we intend to agree to no further payment for the SDS Provider. Moreover, we reserve our rights to pursue any of the Infraco Parties (either individually or jointly) for recovery (under the Infraco Contract or in delict) of any losses and damages suffered by tie and arising from breach of contract, negligence, misrepresentation or any other wrongful act on the part of the SDS Provider or any other Infraco Party in relation to the services provided by the SDS Provider.

The SDS Provider and the Infraco are required to fulfil their obligations to deliver the design services relating to Phase 1b. In the event that they fail to do so, tie will recover the amounts previously paid to the SDS Provider for these services from payments due to the Infraco.

Conditions

Any Agreement arising from this proposal will *inter alia* be subject to the following conditions:

- The Infraco shall procure such design assurance as is necessary for the Independent Competent Person to admit a design for the On-Street trackwork which is approved by and meets the requirements of the Roads Authority and of tie acting with absolute discretion.
- Such design assurance shall *inter alia* provide:
 - i. adequate, complete and sufficient evidence of unconditional, readily accessible, sound and comprehensive integration;
 - ii. Design Assurance Statements which are not in contradiction to the Infraco's obligations pursuant to the Infraco Contract and which do not exclude liability. This will include the removal of statements such as the following:

"This Drawing incorporates the 'RailOne RHEDA City -C' proprietary rail fastening system developed for Edinburgh Tram Network by the BSC consortium. The SDS trackform design incorporates RHEDA City C in its entirety without modification and accepts no liability for the suitability of the system. For details of BSC refer to RHEDA City C typical sections ETN(TRW=TD&ATB#055716. SDS have prepared a comprehensive review of the RHEDA City System, refer to doc No. TBC for details";
 - iii. IDC/IDR output evidence in tabular form which is essential for tie to carry out a review of the submissions made by the Infraco;
 - iv. integrated design assurance statements which are complete rather than interim drawings which are incomplete and which exclude cross-sections and which are not fully satisfactory in integration terms;
 - v. a complete SDS Drawing Register; and
 - vi. Inclusion of details to close out:
 - (a) CEC Informatives;
 - (b) Key ICP issues; and
 - (c) Hazard Log item mitigation closure.
- The completed, approved, assured, integrated and compliant Design for the Edinburgh Tram Network Phases 1a and 1b will include certification thereof by each Infraco Member, the SDS Provider and any Infraco Party or SDS Provider Party involved in the production or development of Design or the Infraco's Design.
- The Infraco shall be responsible for all additional costs which may arise from any development or revision to the design of the Infraco Works other than as required by a tie Change.

26. tie instructs and the Infraco agrees that:
- if Scottish Water fails to provide the water supply connection to the Depot by 30 September 2010, provided that the Infraco has provided a design which is acceptable to Scottish Water and which permits Scottish Water to provide the connection by this date, if the Infraco can demonstrate that it has incurred delay or additional loss and expense, this shall be deemed to be a Compensation Event (to be calculated and assessed in accordance with Clause 65 of the Infraco Contract).
27. tie instructs and the Infraco agrees to, on the date of issue of this tie Change Order,
- the provision to tie of copies of the executed sub-contracts (approved by tie in advance, at tie's absolute discretion) with the Key Sub-Contractors approved by tie for the GMP Scope of Works, listed in Appendix VI; and

The SDS Provider and the Infraco are required to fulfil their obligations to deliver the design services relating to Phase 1b. In the event that they fail to do so, tie will recover the amounts previously paid to the SDS Provider for these services from payments due to the Infraco.

Conditions

Any Agreement arising from this proposal will *inter alia* be subject to the following conditions:

- The Infraco shall procure such design assurance as is necessary for the Independent Competent Person to admit a design for the On-Street trackwork which is approved by and meets the requirements of the Roads Authority and of tie acting with absolute discretion.
- Such design assurance shall *inter alia* provide:
 - i. adequate, complete and sufficient evidence of unconditional, readily accessible, sound and comprehensive integration;
 - ii. Design Assurance Statements which are not in contradiction to the Infraco's obligations pursuant to the Infraco Contract and which do not exclude liability. This will include the removal of statements such as the following:

"This Drawing incorporates the 'RailOne RHEDA City -C' proprietary rail fastening system developed for Edinburgh Tram Network by the BSC consortium. The SDS trackform design incorporates RHEDA City C in its entirety without modification and accepts no liability for the suitability of the system. For details of BSC refer to RHEDA City C typical sections ETN(TRW=TD&ATB#055716. SDS have prepared a comprehensive review of the RHEDA City System, refer to doc No. TBC for details";
 - iii. IDC/IDR output evidence in tabular form which is essential for tie to carry out a review of the submissions made by the Infraco;
 - iv. integrated design assurance statements which are complete rather than interim drawings which are incomplete and which exclude cross-sections and which are not fully satisfactory in integration terms;
 - v. a complete SDS Drawing Register; and
 - vi. Inclusion of details to close out:
 - (a) CEC Informatives;
 - (b) Key ICP issues; and
 - (c) Hazard Log item mitigation closure.
- The completed, approved, assured, integrated and compliant Design for the Edinburgh Tram Network Phases 1a and 1b will include certification thereof by each Infraco Member, the SDS Provider and any Infraco Party or SDS Provider Party involved in the production or development of Design or the Infraco's Design.
- The Infraco shall be responsible for all additional costs which may arise from any development or revision to the design of the Infraco Works other than as required by a tie Change.

- The Infraco shall be entitled to the benefits of any value engineering savings achieved from the date of any agreement arising out of our proposal.
- The Infraco shall not be entitled to extension of time to the revised Planned Sectional Completion Dates for Sections C and D unless:
 - a tie procures and completes the Omitted Civil Engineering Works from Haymarket to Lothian Road and Waverley Bridge to St Andrew's Square in such time as would prevent the Infraco, working reasonably in Designated Working Areas, from achieving those revised Planned Sectional Completion Dates; and
 - b tie issues a Change Order pursuant to revised Clause 80.
- The On-street Civil Engineering Works shall be completed by others under the direct supervision of tie. Other than providing design assurances in respect of the design of such works as directed by tie and being responsible for integrating the design of the E&M Works with the On-street Civil Engineering Works, the Infraco shall have no liability for such works.
- The Infraco shall be responsible for those Trams which have been constructed and commissioned pursuant to the Tram Supply Agreement but which are not required to run on the Edinburgh Tram Network which is constructed under the GMP Scope pursuant to our proposal. The revised Contract Price shall include for any and all storage charges, in Spain or elsewhere, or any other costs and expenses related to the spare Trams which have arisen and may arise as a consequence of delay to the completion of the Infraco Works.
- The Infraco shall deliver to tie all information required by the Infraco Contract for all Key Sub-Contractors which the Infraco intends to employ on the Infraco Contract.
- The Infraco Parties shall disclose all agreements which they have entered into together since 14 May 2008, howsoever arising and which they would have not entered into but for their involvement in the Infraco Contract.
- Pursuant to Clause 26, the Infraco will submit for tie's approval full details of the experience and qualifications of the Infraco Representative and such approval shall be at the absolute discretion of tie.
- Only persons nominated as Key Personnel shall have day-to-day responsibility for and be involved in the performance of the Infraco Works.
- The Infraco shall design, carry out and complete enabling works for the Edinburgh Gateway Project at a reasonable price and use reasonable endeavours to complete such works without causing delay to the completion of the revised Infraco Works - Part A.
- The Infraco shall install On-street trackwork to Part A (from Haymarket to Lothian Road and Waverley Bridge to St Andrew's Square) in accordance with the Infraco Contract and subject to tie issuing the Infraco with 14 days' notice to commence work and in accordance with the following provisions:

1. The Infraco shall provide, take from store, deliver to site, and permanently install the track rails and their supports and sleepers on a foundation prepared by others, in accordance with the assured integrated design approved pursuant to Clause 19 and by tie, in accordance with a reasonable programme agreed by tie.
 2. The Infraco shall provide and permanently install in accordance with the said design chamber filling materials to the rail-flanges prior to handing over the installed track to tie to complete the Omitted Civil Engineering Works.
 3. Other than for its design, the Infraco will bear no responsibility for the foundation to the track, or for any of the Omitted Civil Engineering Works subsequent to the installation of the track.
- The Infraco shall issue tie with 14 days' written notice of the date by which the On-street trackwork shall be complete to enable tie to access, carry out and complete any remaining Omitted Civil Engineering Works. tie shall notify the Infraco upon conclusion of the Omitted Civil Engineering Works and the Infraco shall carry out all remaining Infraco Works, including the E & M Works and the testing, commissioning and energisation of the Edinburgh Tram Network.
 - For the purposes of section 2.7.4 of the Employers Requirements, the required maximum journey time for St Andrew's Square to the Airport will be 28 minutes, 53 seconds.

Revised Contract Price

The revised Contract Price, which comprises the total capital expenditure and revenue expenditure payable to the Infraco, including for all entitlements to additional payments (both agreed and not agreed) up to the date of the Deed of Variation, is as follows:

Part A	£
Construction Works Price Part A	See below
SDS Price	To be determined
PSSA Payment	To be determined
Tram Supply Price	45,893,997
Infraco Maintenance Mobilisation	1,633,522
Tram Maintenance Mobilisation	2,275,806
Infraco Spare Parts	1,013,090

Construction Works Price Part A

We place a fair value on this GMP Scope of Works, as a base line, at: £223,467,580 subject to increase or decrease for the following items:

- i. Re-novation of the Tram Supply Agreement and Tram Maintenance Agreement back to tie.
- ii. Re-novation of the SDS Agreement back to tie.
- iii. An arrangement for dealing with contaminated land whereby the Infraco are reimbursed on cost plus basis with a cap placed on the Infraco's entitlement for reimbursement of £8 million.
- iv. A commercial compromise adjustment agreed between the Infraco and tie.

Please note there will be no other form of adjustment to the Construction Works Price.

Milestone Payments

Subsequent to agreement of the revised Contract Price, revisions to the Construction Milestones in Schedule Part 5 shall have to be agreed from which interim payments may be determined.

The opening values should be calculated:

- Construction - as previously certified less any payment for PSSA and the SDS Provider; and
- Preliminaries recalculated as a proportion of Construction Milestone values.

Interim values will be calculated:

- Construction Milestones – as and when completed;
- Preliminaries – pro-rata to the difference between the opening value calculated above and the total value of Construction Milestones shown above; and
- Any overpayment or underpayment at opening shall be adjusted over a 12 month period at monthly tranches.

Bonds & Guarantees etc

There will be no revision to the Infraco's obligations pursuant to Clauses 74 to 78 inclusive.

Maintenance Agreements

We do not propose amending the terms of the Infraco Contract in relation to maintenance or the Tram Maintenance Agreements other than to reduce the payment for Part A on a pro-rata basis to the length of track commissioned or the number of Trams delivered respectively.

Project Carlisle

Our determination to see Project Carlisle through is neither deflected nor diminished by receiving your letter dated 22 September 2010 (ref 25.1.1201/KDR/6790), apparently written "without prejudice" and, in our view, without contractual merit. Nor does it contribute to a rational approach to sensible negotiations to solve what are obviously different perceptions of the cause of your extremely poor performance on this Project.

Both parties have invested time and energy in Project Carlisle and we have expressed appreciation of this often. This is not the place to deal with the assertions you now want to make, save to say that we reject them in their entirety and will reply separately in due course. If your expectation has been that tie would not use its rights under the Infraco Contract to correct your repeated delinquency you ignore our duty to act in the public interest. You should recognise that accepting terms you dictate cannot be in the public interest.

We make it clear that tie's focus on fair value is not driven by affordability constraint; it is driven by your behaviour for 30 months on this Contract for which you still haven't completed the design. Nothing you assert can detract from this fact. We have admitted that utility diversions have been delayed, but your failure to complete the design dominates that delay.

You wrongly deem what on your part are assumptions to be corroboration of our motives, for example the Preliminaries dispute. You ignore that the Infraco Contract proscribes waiver of our rights in the event that we have taken a certain course of action which may have been favourable to you. Whatever you may care to misrepresent, misinterpret or threaten, be assured it will not deflect us from taking and in some cases accelerating the rights we have to obtain resolution of your misconduct.

Your letter exaggerates and misrepresents the status and import of DRPs decided by Adjudicators. There have been 9, not 15 as you claim. Not all have been on points of principle and by no measure have all been decided in Infraco's favour. In fact where valuation has been at issue it may be said that the results have favoured the tax-payer. Two, by Lord Dervaird and Mr. Howie Q.C., have addressed important contractual principles: Mr Howie found against the manner in which you have sought to claim extension of time and to programme your works. Lord Dervaird decided on one narrow part of the implementation of Clause 80. As you are aware, we are in the process of reviewing all INTCs submitted by you and are applying Lord Dervaird's narrowly focused decision as part of that wider exercise. It is wholly misleading to assert that Lord Dervaird's decision affects all or even more than a small minority of the INTCs you have notified.

For our part we do not demur from you doing no more than you are obligated to. Our concern is that your conduct is such that it amounts to requiring a process of attrition to get you to accept your obligations. The RTNs you refer to are an unfortunate but necessary manifestation of our frustration with your conduct.

You are right that there have been two proposals from the Infraco Representative. Reminding of this only serves to confuse because when we met after the last proposal on 11 September 2010 it was made clear to both Mr. Darcy and Mr. Wakeford how those proposals failed in meeting the essential conditions we refer to under "Governance and Guiding Principles" above. Mr. Darcy and Mr. Wakeford clearly understood that and since then we have been discussing the revisions to our proposal, which are set out herein, with Mr. Kitzman. He was confirmed to be the sole representative for the Infraco Members on Project Carlisle by Mr. Darcy and Mr. Wakeford and these conditions have been made clear to him from the outset of his involvement.

This revision to our proposal arises from discussions which took place with Mr. Kitzman before he left for his leave in the USA. Indeed we understood from him that we are to keep in contact with him whilst he is on leave and on the 18 September 2010 he expressed his own satisfaction by email with the revised definition of tie Change set out on page 2 herein.

However, we are encouraged that despite the confused message in your letter that you accept that it is time to reach a conclusion on Project Gairdrie. We share those sentiments and are of course prepared to make representatives of our choice available to discuss such a conclusion.

Yours faithfully



Richard Jeffrey
Chief Executive

For and on behalf of Ite Limited

SUBJECT TO CONTRACT

***THIS DOCUMENT DOES NOT OFFER
TO CREATE ANY CONTRACTUAL
RELATIONS (WHETHER
EXPRESS OR IMPLIED)***

PROJECT CARLISLE - PRELIMINARY DRAFT

tie GMP CHANGE ORDER to the Infraco in respect of the GMP, GMP Scope of Works and Omitted Civil Engineering Works

The following constitutes the formal tie Change Order for the purposes of Clause 80 of the Infraco Contract and is based upon tie's acceptance of Infraco Estimate No ♦ dated ♦ 2010 pursuant to tie Notice of Change No ♦ dated ♦ 2010 .

Capitalised terms (where not otherwise defined) and clause number references are as used in the Infraco Contract.

1. tie instructs and the Infraco agrees to:
 - 1.1 the introduction and application of a Guaranteed Maximum Price ("GMP") on the basis of the Estimate (contained in Appendix II) for the carrying out and completion by the Infraco of all Infraco Works and related services necessary to carry out and complete the GMP Scope of Works (contained in Appendix I) pursuant to the Infraco Contract (as varied pursuant to this Change Order);
 - 1.2 the omission from the Infraco Works of all Omitted Civil Engineering Works (as described in Appendix A to the GMP Scope of Works) from chainage 131247 at Haymarket to chainage 130380 at Lothian Road and from chainage 121380 at Waverley Bridge to chainage 121150 (and, in respect of overhead line, chainage 120804) at St Andrew's Square; and
 - 1.3 the omission from the Infraco Works of all Infraco Works (with the exception of the provision of the Design pursuant to the GMP Scope of Works and paragraph 8 of this tie Change Order) from chainage 121150 (and, in respect of overhead line, chainage 120804) at St Andrew's Square to chainage 100000 at Newhaven ("Omitted Scope").
2. tie instructs and the Infraco agrees that:

the GMP shall not under any circumstances be exceeded, save by strict application of Clause 80 (as varied).
3. tie accepts and the Infraco acknowledges:

an agreed and validated credit from the Infraco in the amount of £ [♦] for the Infraco Works included in the Construction Works Price but now not applicable due to the Omitted Civil Engineering Works pursuant to Appendix A of the GMP Scope of Works and the Omitted Scope.

4. tie instructs and the Infraco agrees to:
- 4.1 on the basis of the Infraco's Estimate No ♦ and this tie Change Order, the conclusion of a Deed of Variation pursuant to Clause 80 and Clause 108 of the Infraco Contract to effect the necessary modifications to the terms and conditions of the Infraco Contract to reflect the GMP and the GMP Scope of Works; and
- 4.2 the Infraco shall waive irrevocably all further claims, entitlements or rights of any kind (whether now existing or which might otherwise arise) arising from or in connection with the GMP, GMP Scope of Works (and Omitted Civil Engineering Works and the Omitted Scope), save as expressly provided in this tie Change Order, as confirmed in the Deed of Variation.
5. tie reconfirms its instruction to proceed with and the Infraco agrees to:
- the immediate commencement and carrying out and completion of the GMP Scope of Works to tie's satisfaction, in consideration of the GMP and pursuant to the Infraco Contract (as varied pursuant to this tie GMP Change Order and the Deed of Variation).
6. tie instructs and the Infraco agrees that:
- 6.1 the Infraco shall install On-street trackwork to Part A (from Haymarket to Lothian Road and Waverley Bridge to St Andrew's Square) in accordance with the Infraco Contract and subject to tie issuing the Infraco with 14 days' written notice to commence work on any Designated Working Area and in accordance with the following provisions:
- 6.1.1 the Infraco shall provide, take from store, deliver to site, and permanently install the track rails and their supports and sleepers on a foundation prepared by others, in accordance with the assured integrated design approved pursuant to Clause 19 and by tie, in accordance with a reasonable programme agreed by tie;
- 6.1.2 the Infraco shall provide and permanently install in accordance with the said design chamber filling materials to the rail flanges prior to handing over the installed track to tie to complete the Omitted Civil Engineering Works; and
- 6.1.3 other than for the Design, the Infraco will bear no responsibility for any of the Omitted Civil Engineering Works subsequent to the installation of the track.
- 6.2 The Infraco shall issue tie with 14 days' written notice of the date by which the On-street trackwork on any Designated Working Area (from Haymarket to Lothian Road and Waverley Bridge to St Andrew's Square) shall be complete to enable tie (or any tie Party) to access, carry out and complete any remaining Omitted Civil Engineering Works. tie shall notify the Infraco upon conclusion of the Omitted Civil Engineering Works on a Designated Working Area (from Haymarket to Lothian Road and Waverley Bridge to St Andrew's Square) and the Infraco shall carry out all remaining Infraco Works, including the E & M Works and the testing, commissioning and energisation of the Edinburgh Tram Network.

7. tie instructs and the Infraco agrees that:
- 7.1 The GMP Scope of Works and the GMP includes all Infraco Works arising from or required by all actual or potential Permitted Variations, tie Changes and Infraco Notices of tie Changes existing at the date of this tie Change Order.
- 7.2 The GMP Scope of Works and the GMP includes the carrying out and completion of all detailed items stated in the Specific Requirements contained at Appendix IV.
- 7.3 The Infraco shall use all existing GMP IFC Drawings (as defined in the GMP Scope of Works) in the carrying out and completion of the GMP Scope of Works unless otherwise instructed by tie.
- 7.4 The Infraco shall or shall procure the approval, assurance, integration and compliance of all design used for the construction and completion of the GMP Scope of Works. For the purposes of the GMP Scope of Works, such design assurance shall *inter alia* provide:
- i. adequate, complete and sufficient evidence of unconditional, readily accessible, sound and comprehensive integration;
 - ii. Design Assurance Statements which comply with, and are not in contradiction to, the Infraco's obligations pursuant to the Infraco Contract and which do not exclude liability. This will include the removal of statements such as the following:

"This Drawing incorporates the 'RailOne RHEDA City -C' proprietary rail fastening system developed for Edinburgh Tram Network by the BSC consortium. The SDS trackform design incorporates RHEDA City C in its entirety without modification and accepts no liability for the suitability of the system. For details of BSC refer to RHEDA City C typical sections ETN(TRW=TD&ATB#055716. SDS have prepared a comprehensive review of the RHEDA City System, refer to doc No. TBC for details";
 - iii. IDC/IDR output evidence in tabular form which is essential for tie to carry out a review of the submissions made by the Infraco;
 - iv. integrated design assurance statements which are complete rather than interim drawings which are incomplete and which exclude cross-sections and which are not fully satisfactory in integration terms;
 - v. a complete SDS Drawing Register; and
 - vi. Inclusion of details to close out:
 - (a) CEC Informatives;
 - (b) Key ICP issues; and
 - (c) Hazard Log item mitigation closure.
- 7.5 In the event of any ambiguity or discrepancy in the GMP IFC Drawings relating to the GMP Scope of Works, it will be the responsibility of the Infraco to correct or remove any such ambiguity or discrepancy and the Infraco will have no entitlement to any additional

payment or time to make any necessary correction to the GMP IFC Drawings and to complete the Infraco Works required for the GMP Scope of Works.

7.6 The Infraco shall obtain all Consents and necessary approvals from the relevant Approval Body or third party required to carry out and complete the GMP Scope of Works, specifically all outstanding items regarding technical approvals from the Roads Authority.

7.7 An "Approved Design" is:

a Design which will form part of a Design Assurance Statement(s) which has been, or is to be, issued by the Infraco and which de facto certifies that any IFC Drawing which is incorporated in the said Design Assurance Statement is for a base design which is supported by a written statement of the design philosophy, explaining why it is a good, best-value, design which satisfies the Employer's Requirements and certifying that all:

- (i) Consents, including but not limited to Design Stage Consents, have been obtained from Approval Bodies and third parties;
- (ii) appropriate CEC informatives have been concluded;
- (iii) interdisciplinary checks have been carried out; and
- (iv) elements of design are integrated, which means certifying the existence of adequate, concrete and sufficient evidence of unconditional, readily accessible, sound and comprehensive integration.

7.8 Any revision required to the Infraco's submissions to obtain any and all Consents prior to the issue by the Infraco of any part of the Approved Design will not constitute a tie Change.

7.9 Unless any addition, modification, reduction or omission arises from an error, discrepancy, ambiguity or default by or of the Infraco or any Infraco Parties, any instruction to add to, modify, reduce or omit in respect of any part of the Approved Design by tie will constitute a tie Change.

7.10 Other than to rectify and error, discrepancy, ambiguity or default by or of the Infraco or any Infraco Parties, the Infraco will not add to, modify, reduce or omit in respect of any part of the Approved Design unless instructed by tie.

8. tie instructs and the Infraco agrees that:

no later than 31 December 2011 the Infraco shall deliver a completed, approved, assured, integrated and compliant design for Phase 1b (Roseburn Junction to Granton Square) signed off and certified by the SDS Provider and each of the Infraco Members (and any relevant Infraco Party and SDS Provider Party), together with provision of all associated Project IPR, Infraco IPR and SDS Provider Party IPR and all related Deliverables. Full compliance with this instruction shall be a condition precedent of tie's payment of any sum due to the SDS Provider under the GMP (if applicable).

9. tie instructs and the Infraco agrees to:

the Infraco shall design, carry out and complete certain enabling works to be determined and instructed pursuant to a tie Change Order for the Edinburgh Gateway Project (formerly

Gogar Interchange) at a reasonable price and using reasonable endeavours to complete such works without causing delay to the completion of the GMP Scope of Works.

10. tie instructs and the Infraco agrees to:
 - 10.1 the continuation of the application of Clause 62 of the Infraco Contract in respect of liquidated and ascertained damages; and
 - 10.2 the dates for completion of each Section under the GMP Scope of Works being the Planned Sectional Completion Dates as shown in Appendix III, the Planned Sectional Completion Dates being updated to refer to completion at St Andrew's Square and not Newhaven.
11. tie instructs and the Infraco agrees that Clauses 74 to 78 shall remain in full force and effect.
12. tie confirms and the Infraco acknowledges:

tie's notification to City of Edinburgh Council of the adjustment to the Construction Works Price by operation of this tie Change Order and the Deed of Variation.
13. tie instructs and the Infraco agrees to:

the notification by each Infraco Member to their Parent Company Guarantors concerning GMP, the GMP Scope of Works, Omitted Civil Engineering Works and related modifications to the Infraco Contract under the Deed of Variation.

Each Party shall provide the other with a certified copy of such notification within 7 days of the date of the tie Change Order.
14. tie hereby notifies that:

pursuant to Clause 26.2 of the Infraco Contract, *[insert name of the Infraco Representative]* is approved to be the Infraco Representative for the GMP Scope of Works.
15. tie hereby notifies that:

the list of Key Personnel contained in Appendix VII to this tie Change Order is approved for the GMP Scope of Works. No other persons, other than those approved as Key Personnel, shall have day-to-day responsibility for and be involved in the performance of the GMP Scope of Works.
16. tie instructs and the Infraco agrees to:
 - 16.1 the modification of Clause 80 (and related definitions) of the Infraco Contract (such modification to be introduced pursuant to Clause 80.12 of the Infraco Contract (as revised pursuant to this tie Change Order)) for the purposes of the GMP Scope of Works, as shown in the Schedule of Amendments included in Appendix V, such modification including:
 - 16.1.1 clarification that the only circumstances in which a tie Change can occur is where tie expressly instructs a tie Change which is necessary in tie's opinion for the satisfactory completion of the GMP Scope of Works (unless necessary

- as a result of the Infraco's (or an Infraco Party's) failings, default, action, omission or error);
- 16.1.2 clarification that any adjustments to the GMP shall be evaluated in accordance with revised Clause 80;
- 16.1.3 clarification that the Infraco will only be entitled to additional time for the tie Change where the delayed activity is demonstrated to be on the critical path at the time the delay occurs; and
- 16.1.4 clarification that the Infraco will not be entitled to a tie Change where a revision is required to the Infraco's submissions to obtain all Consents prior to the issue by the Infraco of any part of the Approved Design.
17. tie instructs and the Infraco agrees to:
- the specific amendments to the Infraco Contract contained in Appendix V (*Schedule of Amendments*) to be effected by the Deed of Variation, (including the deletion of Schedule Part 4 of the Infraco Contract) required to effect this tie Change Order and the irrevocable waiver and withdrawal by the Infraco of all entitlements, claims, demands and submissions of any kind arising from or connected with Schedule Part 4 (whether relating to on-street or off-street works), including in relation to the Pricing Assumptions and Notified Departures and all Infraco Notices of tie Change.
18. tie instructs and the Infraco agrees to:
- The Infraco shall submit to tie a Programme showing the critical path(s) on the date of this tie Change Order, such Programme and the critical path(s) to be updated in accordance with Clause 60 and the Employer's Requirements (both as revised).
19. tie instructs and the Infraco agrees that:
- for programming purposes, any landscaping on a Section will be considered complete provided that the only unfinished works are seeding, turfing or planting works which shall be carried out by the Infraco at the beginning of the next seeding, turfing or planting season(s).
20. tie instructs and the Infraco agrees that:
- (i) there shall be no further entitlements in respect of the Infraco's claims for delay, disruption or other relief to the Infraco Works necessary to execute the GMP Scope of Works existing (whether or not notified to tie) prior to the date of this tie Change Order;
- (ii) the arrangements concluded under the Deed of Variation to be entered into following this tie Change Order will represent full and final settlement of all and any past, current and potential submissions, claims, entitlements and representations by the Infraco relating to extensions of time, related compensation or additional payment for prolongation, mitigation, acceleration measures, re-sequencing, tie Change, Mandatory tie Change, Compensation Events, Pricing Assumptions and Notified Departures arising from or in connection with the GMP Scope of Works or the Omitted Civil Engineering Works or the Omitted Scope; and

(iii) the Infraco shall have no entitlement of any nature in respect of the Omitted Civil Engineering Works or the Omitted Scope, whether arising prior to or after the date of this tie Change, including any indemnity for loss of profits or loss of contribution to overheads.

21. tie instructs and the Infraco agrees that:

in respect of the GMP, Schedule Part 5 of the Infraco Contract (*Milestones*) shall be revised to suit the Programme (once submitted). Preliminaries will be re-calculated as a proportion of Construction Milestone values.

22. tie instructs and the Infraco agrees that:

The Infraco shall be responsible within the GMP for all costs associated with the treatment and remediation of contaminated land within the GMP Scope of Works, including contaminated materials and plants outside the Earthworks Outline, and the Infraco Contract will be varied accordingly under the Deed of Variation.

23. tie instructs and the Infraco agrees that:

the Infraco shall take full risk for utilities which could not reasonably have been foreseen on the basis of available information and knowledge of Site up to £50,000 per event (to cover the costs of any additional works in relation to the unforeseen utilities). Where the cost of dealing with an unforeseen utilities event is greater than £50,000, this shall be deemed to be a Compensation Event (to be calculated and assessed in accordance with Clause 65 of the Infraco Contract), for which the Infraco will be responsible for the first £50,000 of costs; and

the Infraco Contract will be varied accordingly.

24. tie instructs and the Infraco agrees that:

in the event that the completion of the sewer diversion at Structure 26 - South Gyle Access Bridge (being carried out by a third party) is delayed beyond 31 October 2010, if the delayed activity is demonstrated to be on the critical path at the time the delay occurs and the Infraco can demonstrate that it has incurred additional loss or expense, this shall be deemed to be a Compensation Event (to be calculated and assessed in accordance with Clause 65 of the Infraco Contract).

25. tie instructs and the Infraco agrees that:

Subject to the Infraco having obtained tie's approval to any submission to Network Rail and any amendment thereto if Network Rail delay in giving approval of such submission beyond 10 weeks, provided that such delay could not have been reasonably foreseen, avoided or mitigated by the Infraco with the reasonable assistance of tie, and if the delayed activity is demonstrated to be on the critical path at the time the delay occurs and the Infraco can demonstrate that it has incurred additional loss and expense, this shall be deemed to be a Compensation Event (to be calculated and assessed in accordance with Clause 65 of the Infraco Contract).

26. tie instructs and the Infraco agrees that:
- if Scottish Water fails to provide the water supply connection to the Depot by 30 September 2010, provided that the Infraco has provided a design which is acceptable to Scottish Water and which permits Scottish Water to provide the connection by this date, if the Infraco can demonstrate that it has incurred delay or additional loss and expense, this shall be deemed to be a Compensation Event (to be calculated and assessed in accordance with Clause 65 of the Infraco Contract).
27. tie instructs and the Infraco agrees to, on the date of issue of this tie Change Order,
- the provision to tie of copies of the executed sub-contracts (approved by tie in advance, at tie's absolute discretion) with the Key Sub-Contractors approved by tie for the GMP Scope of Works, listed in Appendix VI; and
- the provision to tie of executed collateral warranties in accordance with Clause 28.7 and 74.10 of the Infraco Contract in favour of tie, CEC and TEL and EAL and NR, if requested by tie.
28. tie instructs and Infraco agrees that the definition of Construction Works Price shall be amended to reflect the GMP as set out in Appendix II to this tie Change Order.

**APPENDIX I
GMP SCOPE OF WORKS**

[Insert GMP Scope of Works]

APPENDIX II

AGREED ESTIMATE (GMP PRICING SCHEDULE)

In this Appendix II the following definition shall apply:

"PSSA" means the Princes Street Supplemental Agreement between tie Limited and the Infraco Members dated 29 May 2009 in respect of the civil engineering works carried out by the Infraco on Princes Street.

The GMP Analysis for the GMP Scope of Works is as follows:

GMP Analysis

Construction Works Price Part A	£223,467,580
SDS Price	To be determined
PSSA Payment	To be determined
Tram Supply Price	45,893,997
Infraco Maintenance Mobilisation	1,633,522
Tram Maintenance Mobilisation	2,275,806
Infraco Spare Parts	1,013,090

**APPENDIX III
PLANNED SECTIONAL COMPLETION DATES**

Section	Agreed Date for Completion
Section A	2 November 2010
Section B	1 April 2011
Section C	10 December 2011
Section D	6 June 2012

APPENDIX IV
SPECIFIC REQUIREMENTS

The following are Specific Requirements with which the Infraco must comply as part of the GMP Scope of Works:

- 1. Roseburn Viaduct**
 - 1.1 On the basis of an inclusion within GMP, the installation of a suitable and secure gate at the entrance to the portal to prevent graffiti in the portal structure entry to Haymarket Depot, where tie instructs at its discretion.
 - 1.2 On the basis of an inclusion within GMP, the installation of an approved ceramic finish to prevent graffiti on the face of the wall under the main Roseburn Viaduct and to improve the amenity of the area, where tie instructs at its discretion.
 - 1.3 The alignment of the existing wall at Murrayfield which is to remain and a small area of additional soft landscaping up to a maximum area of 30m².
 - 1.4 On the basis of an inclusion within GMP, the installation of false walls in accordance with [Drawing Number ULE90130-05-PLG-00265 rev 2 and *sketches and photos to be inserted*] in order to prevent the use of the spaces for anti-social behaviour and the accumulation of rubbish, where tie instructs at its discretion.
- 2. Landfill Site**
 - 2.1 The solution priced within the GMP is based on the Infraco's current proposal as shown on the GMP IFC Drawings which amends trackform to ballast, details a retaining structure for track, incorporates a surcharge and an element of earth retention which is shown on the GMP IFC drawings.
 - 2.2 The GMP includes landfill taxes and all other taxes payable on the surcharge to the landfill Site. The Infraco is responsible for obtaining any HMRC exemptions, concessions or allowances and the GMP is deemed to take account of any such HMRC exemptions, concessions or allowances. Any additional costs or expenses which arise shall be to the account of Infraco.
- 3. Tramstop Design**
 - 3.1 The construction of all tramstops from Airport to St Andrew's Square (inclusive) on the basis of the specification provided by Alastair Richards on 17 May 2010 (to be listed).
- 4. Network Rail: Form C Submissions**
 - 4.1 The GMP is based on Network Rail standard requirements for Form C submissions. Upon request from Infraco, tie shall use reasonable endeavours to assist the Infraco with obtaining necessary approvals, but such assistance will be dependent upon timely, compliant and complete Form C submissions by the Infraco to Network Rail.

5. Lochside Avenue Junction

- 5.1 The GMP includes all Infraco Works based on the drawings referenced in letter from CEC dated 20 May 2010 (reference: SS1 40/RG) and included in the GMP IFC Drawings, which were approved with conditions by CEC on 20 May 2010. The Infraco is responsible for complying with any further requirements from CEC without additional payment or time relief.

6. Changes to Traffic Regulation Orders (TROs)

- 6.1 The Infraco shall be responsible within the GMP for additional costs arising from any change to Traffic Regulation Orders.

7. Washing Plant

- 7.1 The GMP is based on and includes for all Infraco Works and additional works or services to deliver the engineering solution currently proposed by the Infraco (Siemens) (*date to be inserted*) with additional arrangements for effectively washing the ends of trams on a more regular basis as required by the Employer's Requirements.

8. New Ingliston Works

- 8.1 The GMP includes for the future-proofing works for New Ingliston Limited as scoped in the Notice of Change No. 27 and Infraco Notice of the Change No. 258.

9. Trackform Type Confirmation

- 9.1 The trackform type is confirmed in the Agreed Trackform Summary (reference: SPM-TRW-GEN-0118).

10. Scottish Power connections

- 10.1 The GMP includes for Scottish Power connections to new street lights and new traffic signals from Haymarket to Lothian Road (inclusive) and Waverley Bridge to St Andrew's Square (inclusive).

11. Network Rail Possession Support

- 11.1 The GMP includes for all costs in connection with PICOPS / COSS / Possession Protection Staff as Network Rail possession support when undertaking works adjacent or over the railway, where they relate to the Possessions required for the Infraco Works.

**APPENDIX V
SCHEDULE OF AMENDMENTS**

[To insert agreed Schedule of Amendments - for the purposes of the Preliminary Carlisle draft, see Paper Apart]

**APPENDIX VI
KEY SUB-CONTRACTORS**

The following Key Sub-Contractors have been approved by tie for the purposes of the GMP Scope:

[insert list of all the Civils Sub-Contractors from Airport to Lothian Road and all the systems Sub-Contractors for Lothian Road to Newhaven]

**APPENDIX VII
KEY PERSONNEL**

[insert list of approved Key Personnel for the GMP Scope of Works]