

Our ref: 25.1.201.CBr.2707
Your ref:

28th May 2009

Parsons Brinckerhoff
CityPoint
65 Haymarket Terrace
Edinburgh
EH12 5HD

| Bilfinger Berger Civil-EDF | |
|----------------------------|-------------------|
| Date Sent | 28 MAY 2009 09:11 |
| File Number | |
| Action | |
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Bilfinger Berger-Siemens- CAF Consortium

BSC Consortium Office
9 Lochside Avenue
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United Kingdom

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For the attention of Jason Chandler

Dear Sirs,

Edinburgh Tram Network Infraco
Completion of Incomplete Design

We refer to Design Management Review Meetings on 6th and 20th May 2009, and your email (Chandler – Brady) dated 11th May 2009, a copy of which is attached. We agreed on 20th May 2009 to respond to your email, setting out our position on completion of incomplete SDS Design, and to give you the opportunity to consider our views, before we seek to elevate the issue.

In simple terms, we believe there are some areas of Phase III work scope, required to be completed as part of your obligations under the SDS Agreement, which remain incomplete, and that you are required to complete them within the existing budget allocated to 'Balance to Complete' in Schedule 23 "SDS Novation Agreement", Appendix 4, Section 9. We acknowledge that there is a mechanism within Schedule 23 for resolving misalignment between your completed SDS Design and Infraco proposals (ref Clauses 4.7 and 4.8). However, where your design has been held in abeyance, either pending confirmation of Infraco proposals or for whatever other reason and you have therefore not expended the original Phase III design budget, we do not believe you are entitled to further instruction or additional payment to complete this design.

In general, the areas of design scope to which we refer are those where details of Infraco specified equipment or supplier design have to be provided to you to allow you to complete your design. Appendix 1 of this letter is a list of such areas currently identified.

Referring to your email of 11th May 2009:

1. You state:

"In the original plan for the project and the basis of the business case, it had planned to have a completed design to be passed to the Infraco at the point of Novation and this design would then be tailored to suit the component selection by the successful contractor. This has always been the aim in the development of the design with many of the approvals and consents for issues such as the depot building, systems elements such as OLE, tramstop equipment (shelters, passenger information displays, seating and like) and substations being subject to conditions that must be satisfied upon final selection of components. This is also the case where component selection drives the completion of the finalisation of the design such as the wheel lathes, lifting equipment, racking in the depot shed etc"

but then you go on to state:

"At no point in the original SDS Agreement does it state that SDS should revisit the design to incorporate the components selected by the successful Infraco. Added to this, at no point did the original SDS bid or post contract award design programme include for the detailed design for Infraco selected design components. This is also true of the pricing schedule."

We are unclear how you reach this conclusion since the first statement above appears to confirm the intent of the SDS Agreement was exactly that you were required to complete the design when provided with the necessary information by Infraco.

2. You state:

"BSC view that the original SDS Agreement between tie and SDS provided for a complete design for construction was discussed at meetings in the lead up to Novation which led to clarification by the rewriting of Clause 2.2, as detailed in the Novation contract Schedule 1 – Scope of Services which states that 'Amend Paragraph 2.1.1 to include after 'all design' in the first line, to include the words 'other than Client Design', thus, at the time of Novation it was clear to BSC that the design was to be completed by BSC, and that SDS were not required to complete it within the Novated scope. This is reinforced by the fact that the SDS programme for completion of the core scope works does not include any revisit to the design for the inclusion of BSC component drive design."

Clause 2.1.1 of the SDS Agreement states:

The SDS provider shall undertake all design and produce the deliverables necessary to enable the Edinburgh Tram Network to be procured, constructed, tested and commissioned (taking account of the need to fully coordinate these activities, including with other physically-related projects, so as to minimise overall disruption) to meet the requirements of the Master Project Programme, and then operated and maintained.

We agree that the amendment to which you refer is correct, and concur that you are not required to "undertake Client Design". However we believe you are required to complete your own design when provided with the relevant Client Design information. In our view, the clause you cite does not contradict our view.

3. You refer to the provision of "additional service beyond that required by the SDS Agreement" where "Infraco complete the systems design with final component selections". As you are aware, the services to which you refer are associated with securing consents and approvals, and are not relevant to the completion of incomplete SDS Design.
4. You make a number of references to your programme for design completion and conclude that because it does not specify completion of the elements of incomplete design, that these elements are excluded from your scope. In our view, these elements are included within your obligation to complete and obtain approval for the relevant SDS Design packages. We do not accept your view, and request you to amend your programme accordingly.
5. You state that the table at Section 4, Appendix Part 4 of the Novation Agreement entitled 'Capabilities Split' does not constitute an agreed split of scope to complete. You have also referred to meetings at which this was discussed. We are not aware of any such Agreement in meetings. Our records from the pre-novation negotiation phase contain minutes of meetings, interchange of e-mails, and drafts of said table, all of which explicitly mention "Scope Split". The numerous comments and counter-comments produced in the above process also clearly show that the intention of this table was to be a scope split. We do not understand why the heading of the table changed from "Scope Split" to "Capability Split", as presented in the SDS Novation Agreement. We are of the view that the section of

Appendix Part 4 is self evidently a definition of scope split between SDS and BSC. We do not understand the relevance of your reference to Clause 7.3 of Appendix Part 4 in this regard.

You indicated in our meeting on 20th May 2009 that you wished to review a schedule of areas where we believe your obligation to complete presently incomplete design still applies. We have attached such a schedule, containing presently identified areas, as Appendix 1 to this letter. The scope of work is not particularly great, although it is all extremely critical to the programme.

We acknowledge that much of the work scope where Infraco proposals impact on your design, is to be dealt with under the process described in Clauses 4.7 – 4.8 of the SDS Novation Agreement, whereby you receive instructions and reimbursement for redesign. We hope that you will review your stance on the relatively limited scope of incomplete design which is outwith the scope of Clauses 4.7 – 4.8, and will confirm that you will progress these areas without further delay. In any case please respond urgently confirming your intentions so you and we may make any necessary arrangements to conclude the issue.

Yours faithfully,



M Foerder
Project Director
Bilfinger Berger Siemens CAF Consortium

cc: MBe, CBr, SR

APPENDIX 1 – AS PER 27/5/09

SCHEDULE OF INCOMPLETE SDS DESIGN

Includes, but not limited to

- Depot Building: structure, building works, accommodation areas, building services, Control Room (including Human Factors analysis).
- Depot Equipment: foundations, GA and RC details, utility supplies, building services, lighting, guarding, ducts, drainage.
- Tramstops: GA & RC details, paving and hard landscaping, incorporation of Infracore design equipment into general layout, access and visibility, provision for the physically impaired including DDA compliance, signage, lighting
- Cable Infrastructure: off-street section, ducts for trams and traffic signalling, signage, ancillary power, lighting, radio system.
- Earthworks: drainage, cross sections.
- Consolidated Drawings: (combined services drawings).



RE: Notes of Design Management Review meeting with SDS, 6-5-09

Chandler, Jason to: Colin.Brady, Dolan, Alan

11/05/2009 19:22

"Berrozpe, Miguel", Stefan.Rothhaus, Martin.Foerder, "David
Cc: Steele", Baltazar.Ochoa, "Reynolds, Steve", "Dolan, Alan",
"Shudall, Kate"

History: This message has been replied to.

Colin,

Thank you for the minutes of the meeting. Given the importance of this issues raised and our completely differing views on the issues discussed at the meeting I thought it worth presenting the contractual basis of our views.

As stated in your minutes in a number of areas and as declared in the Novation Agreement, the SDS Design is incomplete, with many designs issued for construction pending the incorporation of post-novation information from the Infraco. What is important from our point of view is that rather than this being in some way an SDS failing or under performance, this was always the intention and was very clear to all of those involved in the preparation and signing of the contractual documents that form the basis of the Novation Agreement.

In the original plan for the project and the basis of the Business Case, we had planned to have a completed design to be passed to the Infraco at the point of Novation and this design would then be tailored to suit the component selection by the successful contractor. This has always been the aim in the development of the design with many of the approvals and consents for issues such as the Depot building, systems elements such as OLE, tramstop equipment (shelters, passenger information displays, seating and the like) and substations being subject to conditions that must be satisfied upon final selection of components. This is also the case where component selection drives the completion of the finalisation of the design such as the wheel lathe, lifting equipment, racking in the depot shed etc. This is clear in the original SDS agreement. At the meeting reference was made to clause 2.1. This clause must be read in its entirety and not only 2.1.1. For example, clause 2.1.8 states 'The SDS provider shall deliver designs and/or Technical Specifications which shall include:

2.1.8.2 specifications of sub systems functionality and technical requirements for the following E and M system components:

trams

tram track;

OLE

Depot Equipment

traction and auxiliary power supply network

signalling and control system

communication system

integrated fare collection system

security systems and Depot systems and associated maintenance plant and equipment.

Clause 2.1.8.3 goes on to state that SDS are responsible for the infrastructure design to support the above E and M system components.

In clause 2.6.2 the contract states

2.6.2.2 produce procurement specifications and associated schedules for all E and M systems and sub-systems for the Edinburgh Tram Network

At no point in the original SDS agreement does it state that SDS should revisit the design to incorporate the components selected by the successful Infraco. Added to this, at no point did the original SDS Bid or post contract award Design Programme include for the detailed design for Infraco selected design components. This is also true of the pricing schedule.

BSC view that the original SDS Agreement between TIE and SDS provided for a complete design for construction was discussed at meetings in the lead up to novation which led to clarification by the re writing of clause 2.1, as detailed in the Novation contract Schedule 1 - Scope of Services which states that

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

thus, at the time of Novation it was clear to BSC that the design was to be completed by BSC, and that SDS were not required to complete it within the Novated scope. This is reinforced by the fact that the SDS programme for completion of the core scope works does not include any revisit to the design for the inclusion of BSC component driven design.

During the negotiation of the Novation Contract terms and Conditions BSC realised the extent of the design to be completed through component selection and made for provision for ongoing support by SDS through the Extended Construction Support Services. In Section 7.1 of the Novation Contract it states

'As a result of request from TIE and Infraco SDS will provide additional service beyond that required by the SDS Agreement during the construction phase of the project to support Infraco to secure approvals and consents for Client Design (as defined in the SDS agreement).

This will be where Infraco complete the systems design with final component selections and will be primarily;

- * OLE Design
- * Signalling and Comms
- * Passenger Information Displays
- * Tram Stop Furniture
- * Automatic Fare Collection equipment
- * CCTV equipment
- * Public Address equipment
- * Track Finishes
- * Substation buildings modifications
- * System wide security systems
- * Depot Equipment

The team will support Infraco with technical and prior approvals and will also support Infraco with their duty to discharge outstanding planning and prior approval conditions scheduled by the Approvals Authorities in the formal responses to the SDS prior approvals applications'.

In clause 7.3 it goes on to state that 'SDS Design Support Team will liaise with the Infraco, tie and SDS planners to inform the Infraco Project Planner of the progress of the Client design approvals and consents.' We have consistently attempted to do this but as stated in your minutes on programme, SDS still have not been able to fulfil this obligation due to the lack of a design programme being offered by BSC.

With regard to the "Capabilities Split" table of Appendix Part 4 to the SDS Novation Agreement, the table as included in the Novation Contract defines Capability and not scope. At one point during the negotiations it was called a 'Scope Split' but for clarity this title was removed as it was agreed that this was misleading as this table represents only an indicator as to whom would ultimately be best placed in terms of capability to undertake any work, should any arise, post novation. In no place in the contract, including the SDS programme, is there any suggestion that SDS are obliged to do any such work at our own cost or that by indicating capability in the table that there is any way inference that this was included in the Scope to complete. If SDS were requested to undertake such work this would be done through an instruction by BSC, and would be considered a change and would go through the normal change procedure.

As stated above any suggestion that BSC understood that the Capabilities Split was in fact a scope split and that SDS are in some way obliged to complete the component driven design is clearly not the case from Clause 7.3.

During our meeting Siemens accepted responsibility for the Client Design in the design of OLE, substations equipment, trackwork, telecomms and signalling nominated design subcontractors in the Infracore contract. There was no clear reason for Siemens not being responsible for the completion of other Client component selection driven design other than Siemens only has a "procurement department". It is clear that the selection of these components is not simply a procurement issue and is one that must be managed and coordinated with extreme care. It is the integration and interfacing of the components and systems where the vast majority of the work that remains outstanding to complete the design resides.

There is clearly some way to go on the resolution of these issues. We do remain committed to supporting BSC through the delivery of the project and the fortnightly meeting is proving a vital part of this. I would be happy to arrange another meeting to discuss this topic in advance of the next Management meeting if required.

Regards,

Jason.

From: Colin.Brady@civil.bilfinger.co.uk [mailto:Colin.Brady@civil.bilfinger.co.uk]
Sent: Mon 11/05/2009 07:42
To: Chandler, Jason; Dolan, Alan
Cc: Berrozpe, Miguel; Stefan.Rott haus@civil.bilfinger.co.uk; Martin.Foerder@civil.bilfinger.co.uk; David Steele; Baltazar.Ochoa@civil.bilfinger.co.uk
Subject: Notes of Design Management Review meeting with SDS, 6-5-09

(See attached file: SDS 6-5-09.doc)

TIE00697032_0008

Note next meeting, at 10:30 on Wednesday 20/5/09
Regards,

Colin Brady
Technical Director

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TIE00697032_0009



List of info required BDDI IFC

Baltazar Ochoa to: Chandler, Jason, Dolan, Alan

01/06/2009 18:03

Cc: Martin Foerder, Kevin Russell, Colin Brady, Stefan Rothaus,
Simon Nesbitt, Martin Hutchinson

Jason, Alan,

Further to you conversations and e-mail exchange with Kevin and Colin, please find attached the list for the items that need clarification from BDDI to IFC.

Please note this list may is not exhaustive, but it reflects our short term needs. Items listed as priority 1 and 2 are particularly urgent.

We look forward to discuss the list and steps forward tomorrow.

Best regards,

Baltazar Ochoa
Change Management

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200905601 List Changes BDDI IFC.pdf

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REASONS FOR DESIGN CHANGES BDD1-IFC

| Item No. | Priority | INTC | Description | Status BDD1 as per 31.05.09 |
|----------|----------|------|---|---|
| 1 | 1 | 104 | IFC Drawing Change Baird Drive RTW | SDS provided general information. Further clarification by SDS required. Requested 26.05.09 |
| 2 | 1 | 106 | IFC Drawing Change Murrayfield Stadium RTW | SDS provided general information. Further clarification by SDS required |
| 3 | 1 | 201 | IFC Drawing Changes - Depot Access Bridge | Requested to SDS 19.05.09 |
| 4 | 1 | 202 | IFC Drawing Changes - Section 5B - Track Drainage | |
| 5 | 1 | 155 | IFC Drawing changes Gogarburn RTWs 15A, 15C, 144D | SDS provided general information. Reasons for change to be re-issued once the extent of survey issues is known. |
| 6a | 1 | 203a | IFC Drawing changes - Gogarburn Depot (foundations) | Requested to SDS 19.05.09 |
| 6b | 1 | 203b | IFC Drawing changes - Gogarburn Depot (structure) | Requested to SDS 19.05.09 |
| 6c | 1 | 203c | Hard Landscaping | |
| 6d | 1 | 203d | Substation Building | |
| 6e | 1 | 203e | New Chamber | |
| 6f | 1 | 203f | Soil Nailing and Soil Reinforcement Works | |
| 6g | 1 | 203g | Secondary Steelwork | |
| 7 | 2 | 147 | IFC Drawings Change Murrayfield Training Pitches Retaining Wall | SDS provided general information. Further clarification by SDS required |
| 8 | 2 | 110 | IFC Drawing Change South Gyle Access Bridge | |
| 9 | 2 | 204 | IFC Drawing changes - Roads, Streetlighting, Drainage Section 5B | |
| 10 | 2 | 205 | IFC Drawing changes - Roads, Streetlighting, Drainage Section 5C | |
| 11 | 2 | 107 | IFC Drawing Change Bankhead RTW | SDS provided general information. Further clarification by SDS required |
| 12 | 2 | 230 | IFC Drawing Changes - Tower Bridge Structure | |
| 13 | 3 | 397 | IFC Changes - Series 600 Earthworks Specification | |
| 14 | 3 | 398 | IFC Changes - Series 1700 Structural Concrete Specification | |
| 15 | 3 | 408 | IFC Changes - Ductwork Specification | |
| 16 | 3 | 212 | IFC Drawing changes - Roads and Street Lighting, Landscaping and Drainage Section 2A | |
| 17 | 3 | 115 | IFC Drawing Change Carricknowe Bridge | |
| 18 | 3 | 190 | IFC Drawing changes - Edinburgh Park Bridge | |
| 19 | 3 | 314 | IFC Drawing Changes - Section 7 Track Vertical and Horizontal Alignment Drawings | |
| 20 | 3 | 315 | IFC Drawing Changes - Drainage - Gogarburn to Airport | |
| 21 | 3 | 210 | IFC Drawing changes - Road, Street Lighting, Landscaping and Drainage Section 1B | |
| 22 | 4 | 199 | IFC Drawing changes - Balgreen bridge S22a | |
| 23 | 4 | 335 | IFC Drawing Changes - Track Drainage Section 5C | |
| 24 | 4 | 108 | IFC Drawing Change Gyle Stop RTW | |
| 25 | 4 | 148 | IFC Drawing Change Balgreen Road Underbridge (S22b) | |
| 26 | 4 | 374 | IFC Drawing Changes - Soil Nailing and Reinforced Earth Treatment within Gogar Land fill area | |
| 27 | 4 | 109 | IFC Drawing Change Murrayfield Underpass | |
| 28 | 5 | 202 | IFC Drawing changes - Gogarburn Culverts 1, 2 and 3 | Requested to SDS 01.06.09 |
| 29 | 5 | 231 | IFC Drawing Changes - Section 1C drainage | |
| 30 | 5 | 233 | IFC Drawing Changes - Section 1C lighting layout | |
| 31 | 5 | 232 | IFC Drawing Changes - Section 1C road design | |



Revised - updated BDDI-IFC list

Baltazar Ochoa To: Chandler, Jason, Dolan, Alan
Cc: Simon Nesbitt

10/06/2009 14:48

Jason, Alan,

Further to my e-mail dated 01 June 2009 in regards to BSC's request for clarification on BDDI-IFC changes for some packages and our meeting held on 2 June 2009 to discuss the list attached to my e-mail referred to above, please find attached a copy of the revised list as per our meeting referred to above. This list that includes the packages for which we need clarification at this stage and the names of the persons that may be able to provide such clarification. We understand our contact persons for dealing with BDDI-IFC clarification issues would be K Shudall and S Ney.

Best regards,

Baltazar Ochoa
Change Management



20090602 List Changes BDDI-IFC r1.pdf

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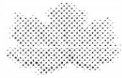
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TIE00697032_0012

REASONS FOR DESIGN CHANGES BODI-FC

BSC/SDS meeting held on 02 June 2009

| Item No. | Priority | INTC | Description | Status BDDI as per 31.05.09 | Contact Person SDS /SDM (Section Design Manager) / DTI (Design Team Leader) |
|----------|----------|------|---|--|---|
| 1 | 1 | 104 | IFC Drawing Change Baird Drive RTW | SDS provided general information. Further clarification by SDS required. Requested 26.05.09 | K Shudall / Halcrow (Colin Walker) |
| 2 | 1 | 106 | IFC Drawing Change Murrayfield Stadium RTW | SDS provided general information. Further clarification by SDS required. | K Shudall / Halcrow (Colin Walker) |
| 3 | 1 | 201 | IFC Drawing Changes - Depot Access Bridge | Requested to SDS 19.05.09 | K Shudall / OLE Foundations, A Groves |
| 4 | 1 | 262 | IFC Drawing Changes - Section 5B - Track Drainage | | K Shudall / C Cox |
| 5 | 1 | 135 | IFC Drawing changes Gogarburn RTWs 15A, 15C, 144D | SDS provided general information. Reasons for change to be re-issued once the extent of survey issue is known. | K Shudall / Halcrow (Colin Walker) |
| 6 | 1 | 203a | IFC Drawing changes - Gogarburn Depot (foundations) | Requested to SDS 19.05.09 | Ian Brown / PB Structural team (Gudelitig) |
| 6 | 1 | 203b | IFC Drawing changes - Gogarburn Depot (structure) | Requested to SDS 19.05.09 | Ian Brown / PB Structural team |
| 6 | 1 | 203c | Hard Landscaping | | Ian Brown |
| 6 | 1 | 203d | Substation Building | | Ian Brown |
| 6 | 1 | 203e | New Chamber | | Ian Brown / Halcrow |
| 6 | 1 | 203f | Soil Nailing and Soil Reinforcement Works | | Ian Brown / Halcrow |
| 6 | 1 | 203g | Secondary Steelwork | | Ian Brown / PB Structural team |
| 7 | 2 | 147 | IFC Drawings Change Murrayfield Training Pitches Retaining Wall | SDS provided general information. Further clarification by SDS required. | K Shudall / Halcrow (Colin Walker) |
| 8 | 2 | 110 | IFC Drawing Change South Gyle Access Bridge | | K Shudall / A Doan |
| 9 | 2 | 204 | IFC Drawing changes - Roads, Streetlighting, Drainage Section 5B | | K Shudall / Roads, Halcrow - St light: PB (Anthony Walsh) - Drainage: Halcrow |
| 10 | 2 | 205 | IFC Drawing changes - Roads, Streetlighting, Drainage Section 5C | | K Shudall / Roads, Halcrow - St light: PB (Anthony Walsh) - Drainage: Halcrow |
| 11 | 2 | 107 | IFC Drawing Change Bankhead RTW | SDS provided general information. Further clarification by SDS required. | K Shudall / Halcrow (Colin Walker) |
| 12 | 2 | 230 | IFC Drawing Changes - Tower Bridge Structure | | S Ney / Halcrow (Colin Walker) |
| 13 | 3 | 367 | IFC Changes - Series 505 Earthworks Specification | | Halcrow/K Mcginty - David Rayside |
| 14 | 3 | 388 | IFC Changes - Series 1700 Structural Concrete Specification | | A Groves / Halcrow, Colin Walker |
| 15 | 3 | 405 | IFC Changes - Ductwork Specification | | Mattell / A Doan |
| 16 | 3 | 212 | IFC Drawing changes - Roads and Street Lighting Landscaping and Drainage Section 2A | | K Shudall / Roads, Halcrow - St light: PB (Anthony Walsh) - Drainage: Halcrow |
| 17 | 3 | 160 | IFC Drawing changes - Edinburgh Park Bridge | | K Shudall / Halcrow (Colin Walker) |
| 18 | 3 | 314 | IFC Drawing Changes - Section 7 Track Vertical and Horizontal Alignment Drawings | | K Shudall / C Cox (Survey info by Halcrow) |
| 19 | 3 | 315 | IFC Drawing Changes - Drainage - Gogarburn to Airport | Requested to SDS 01.06.09 | K Shudall / Halcrow |
| 20 | 3 | 210 | IFC Drawing changes - Road, Street Lighting Landscaping and Drainage Section 1B | | S Ney / Roads, Halcrow - St light: PB (Anthony Walsh) - Drainage: Halcrow |
| 21 | 4 | 199 | IFC Drawing changes - Balgreen bridge S22a | | K Shudall / A Groves |
| 22 | 4 | 325 | IFC Drawing Changes - Track Drainage Section 5C | | K Shudall / C Cox |
| 23 | 4 | 105 | IFC Drawing Change Gyle Stop RTW | | K Shudall / Ian Brown |
| 24 | 4 | 148 | IFC Drawing Change Balgreen Road Underbridge (S22b) | | K Shudall / A Groves |
| 25 | 4 | 374 | IFC Drawing Changes - Soil Nailing and Reinforced Earth Treatment within Gogar Land fill area | | K Shudall / Halcrow |
| 26 | 4 | 105 | IFC Drawing Change Murrayfield Underpass | | K Shudall / A Groves |
| 27 | 5 | 112 | IFC Drawing Change Haymarket Viaduct | | K Shudall / Halcrow (Colin Walker) |
| 28 | 5 | 292 | IFC Drawing changes - Gogarburn Culverts 1, 2 and 3 | Requested to SDS 01.06.09 | K Shudall / Halcrow (Colin Walker) |
| 29 | 5 | 231 | IFC Drawing Changes - Section 1C drainage | | S Ney / Halcrow |
| 30 | 5 | 233 | IFC Drawing Changes - Section 1C lighting layout | | S Ney / A Walsh |
| 31 | 5 | 232 | IFC Drawing Changes - Section 1C road design | | S Ney / Halcrow |
| 32 | | | Trackform locations changed | | C Cox |
| 35 | | | Depot footprint | | |



Fw: BDDI information
Kevin Russell to: Chandler, Jason

28/05/2009 11:51

Jason,

Could we please discuss this issue at your earliest convenience. There seems to be a misunderstanding among the parties. Please call me otherwise I will have to schedule a meeting for Tuesday after our 2-4pm meeting.

Regards,

Kevin Russell
P.Eng Pr.Eng
Contract Manager

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----- Forwarded by Kevin Russell/Project Management/Civil/Bberger on 28/05/2009 11:39 -----

From: Simon Nesbitt/Design Management/Civil/Bberger
To: Kevin Russell/Project Management/Civil/Bberger@Bilfinger Berger UK
Cc: Baltazar Choa/Commercial Management/Civil/Bberger@Bilfinger Berger UK
Date: 26/05/2009 17:32
Subject: Fw: BDDI information

Kevin

FYI

Regards,

Simon P Nesbitt
Design Manager

TIE00697032_0014

Bilfinger Berger UK Limited
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Registered in England and Wales
Company No: 2418086

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----- Forwarded by Simon Nesbitt/Design Management/Civil/Bberger on 26/05/2009 17:30 -----

From: "Ney, Scott" <Ney@pbworld.com>
To: <Simon.Nesbitt@civil.bilfinger.co.uk>
Cc: "Shudall, Kate" <ShudallK@pbworld.com>, "Chandler, Jason" <ChandlerJ@pbworld.com>, "Dolan, Alan" <DolanA@pbworld.com>
Date: 26/05/2009 17:24
Subject: RE: BDDI information

Simon -

I have passed this along to Jason to resolve any commercial issues with Kevin Russell so that we can move this forward and help you out as soon as possible.

Will advise when details are available.

SMN

-----Original Message-----

From: Simon.Nesbitt@civil.bilfinger.co.uk [<mailto:Simon.Nesbitt@civil.bilfinger.co.uk>]
Sent: 26 May 2009 13:51
To: Ney, Scott
Cc: Shudall, Kate
Subject: Fw: BDDI information

Scott

Copy of email sent 20/5 FYI - please advise if you did not receive original email on 20/5 as there may have been an issue within BSC IT system which I will need to check.

TIE00697032_0015

Thanks
Simon

----- Forwarded by Simon Nesbitt/Design Management/Civil/Bberger on
26/05/2009 13:46 -----

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| Simon Nesbitt/Design Management/Civil/Bberger
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| To: |
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| "Ney, Scott" <Ney@pbworld.com>
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| Cc: |
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| Baltazar.Ochoa@civil.bilfinger.co.uk, kevin.russell@civil.bilfinger.uk,
"Shudall, Kate" <ShudallK@pbworld.com>,
| Stefan.Rotthaus@civil.bilfinger.co.uk
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| 20/05/2009 21:04
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| RE: BDDI information
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Scott

I have spoken to Kevin on this following your email.

Please proceed with the Depot BDDI - IFC Steelwork and Foundation issues as per my previous email. Kevin is reviewing the aforementioned list and all other issues will be included within this.

If you have any queries or require further information on the Depot issues, please do not hesitate to contact me.

Regards,

Simon P Nesbitt
Design Manager

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| "Nay, Scott" <Ney@pbworld.com>
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| To: |
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| <Simon.Nesbitt@civil.bilfinger.co.uk>
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| "Shudall, Kate" <ShudallK@pbworld.com>,
<kevin.russell@civil.bilfinger.uk>, <Baltazar.Ochoa@civil.bilfinger.co.uk>,
|
| <Stefan.Rotthaus@civil.bilfinger.co.uk>
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| Date: |
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| 20/05/2009 07:39
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| Subject: |
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| RE: BDDI information
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Simon -

We had a chat with Kevin Russell and Martin Foerder after the monthly progress meeting yesterday on BDDI items, and the way forward.

Can you please confirm with Kevin that BSC still want to move forward with these in the manner below, or if they are to be included in the list that is coming over to us in the next few days.

Thanks.

SMN

-----Original Message-----

From: Simon.Nesbitt@civil.bilfinger.co.uk [mailto:Simon.Nesbitt@civil.bilfinger.co.uk]
Sent: 19 May 2009 22:27
To: Shudall, Kate
Cc: Baltazar.Ochoa@civil.bilfinger.co.uk; Clement, Gavin; Ney, Scott; Stefan.Rotthaus@civil.bilfinger.co.uk
Subject: Re: BDDI information

TIE00697032_0018

Kate

Further to your email below and today's Design Changes meeting in which each of the items was discussed, please would you advise when you will be in a position to discuss the following BDDI - IFC issues with BSC. We will need to agree a pre meeting time to discuss these issues prior to the main meeting with tie - either before 26/5 meeting or 3/6 meeting.

BDDI - IFC - Section 7 Culvert 1 and 3 - increase in size due to change in vertical alignment

BDDI - IFC - Depot Building - Steelwork increase

BDDI - IFC - Depot Foundation Slab increase in size

If you have any queries or require further information on any of these, please do not hesitate to contact me.

Regards,

Simon P Nesbitt
Design Manager

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From: "Shudall, Kate" <ShudallK@pbworld.com>

To: <Simon.Nesbitt@bilfinger.co.uk>

Cc: <Stefan.Rotthaus@civil.bilfinger.co.uk>, "Ney, Scott" <Ney@pbworld.com>, "Clement, Gavin" <ClementGa@pbworld.com>, <Baltazar.Gchoa@civil.bilfinger.co.uk>

TIE00697032_0019

Date: 18/05/2009 11:25

Subject: BDDI information

Simon,

As discussed, The BDDI information you require is being request in several different forums.

Sometimes we received letters asking for the information (see example attached). Regularly I receive emails from Baltazar (see below), and now we are also receiving requests via the Design Change Issues meeting.

Please ensure that from now on the information BSC require is sent to SDS in a consistent format, with sufficient time given for SDS to review and summarise the information you require, before discussions at meeting with tie. SDS also formally request that any topic to be discussed with tie, have a Pre meeting with SDS and BSC only, and that BSC present the information required, for your claim.

Please advise on how you intend to manage this process moving forward,

Many Thanks,
Kate

-----Original Message-----

From: Baltazar.Ochoa@civil.bilfinger.co.uk [mailto:Baltazar.Ochoa@civil.bilfinger.co.uk]
Sent: 18 May 2009 11:02
To: Shudall, Kate
Subject: INTC 111 Gogar Burn Bridge

Kate,

I hope you are doing very well.
Could you please help on the following?

1. The quantity of service ducts has increased from 12nr on the BDDI drawings to 20nr on the IFC drawings. Can you advise where the request to increase the number of ducts came from.
2. Foamed concrete has been introduced as a surround to the service ducts. Can you advise what the designers allowed for as a surround to the ducts at BDDI? Can you also advise why foamed concrete is now required?
3. There appears to be a revision to the design and make up of the run on slab resulting in the addition of a cementitious sub base. Can you provide clarification as to why this detail was amended.
4. The parapets have been amended from insitu concrete to precast concrete. Can you provide details of the reason for this change.

Best regards,

Baltazar Ochoa
Change Management

TIE00697032_0020

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"UKPBI-#94930-v1-Letter_from_BSC_re_Infraco_Notification_of_tie_Change_No_3
15_IFC_Drawings_-_Drainage_Sub-Section_7.PDF"

deleted by Simon Nesbitt/Design Management/Civil/Bberger]

**Bilfinger Berger – Siemens – CAF Consortium : Edinburgh Tram Network
Meeting Notes**

| | | | |
|---------------------|--------------------------|------------------|---------------------|
| Subject | Design Management Review | Location | Project Office |
| Date | 12/8/09 | Time | |
| Attendees | Representing | Attendees | Representing |
| S Reynolds | SDS | M Berrozpe | BSC |
| J Chandler | SDS | C Brady | BSC |
| A Dolan | SDS | S Rothaus | BSC |
| S Ney | SDS | B Ochoa | BSC |
| Distribution | Attendees | M Wilken | |

| | | Action | Date |
|-----|---|--------|------|
| 1 | General | | |
| 1.1 | Update on notes of last meeting <ul style="list-style-type: none"> • Design Integration lead - Include in agenda of all future Design Management Review meetings to ensure any current issues are resolved promptly. • Depot Design- There is a strong work interface with Siemens. From Siemens side, we confirm the responsible persons are Norbert Wunder (Depot/Workshop Equipment issues) and John Newton (all other systems such as COM, SCA, etc.). Any change to previously defined interfaces need to be notified to Robert Kraemer as well, as Interface Manager. Siemens will hereafter send all our requirements to BB who will issue them to SDS in the appropriate form. • Depot Construction Priorities – ensure that Norbert Wunder is fully involved in resolution of priorities. BB representatives for Depot are Alastair Scott (Section Manager) and Jon Bird (Design manager) • DKE – CBr confirmed to MBe that Reconciliation Schedule rev 5 is the correct source data for all pole locations on-street. • DKE – delete word "Infraco" from section 5, 1st paragraph in last meeting notes. • DKE – differentiate platform edge location from DKE. It has been agreed with Tie to resolve this through the misalignment/development workshop process. • SDS confirmed to MBe that all pole foundation levels are specified as a dimension relative to top of rail (it was clarified in the Guided Busway that this should be taken as top of | | |

| | | | |
|----------|--|---------|----------------|
| | lowest adjacent rail for centre poles between canted tracks). | | |
| 2 | Schedule of Deliverables | | |
| | ADo gave a brief overview of the response to BSC queries on the drawing register. A submission under covering letter is due tomorrow. BSC will process the submission when Ralf Honeck returns on 17/8/09. | RH● | w/c 17/8/09 |
| 3 | Design Support | | |
| | MBe asked SDS to identify possible track consultants to be engaged by Siemens on a direct hire basis, as required. | JCh | asap |
| | MBe agreed that a reasonable demobilisation period for Chris Pope was acceptable. | Note | |
| 4 | DKE Check | | |
| | SDS estimate received. | Note | |
| | <ul style="list-style-type: none"> • SDS to produce list of queries for CAF, prior to a meeting (if required). Also comment if telephone conference would assist) • SDS to confirm a speed profile is required for the DKE check • If required, BSC to confirm applicable speed profile • SDS to confirm, by reference to drawing numbers and revisions, current alignment to be used in check • SDS to provide programme, showing issue of report, and if possible issue of initial findings confirming number/location of clashes, if any | ADo | asap |
| | BSC will issue instruction on receipt of above information. Instruction to be issued asap. | CBr | asap |
| 5 | Earthworks | | |
| 5.1 | Existing drawings clarified/made consistent, as agreed in meeting on 16/7/09. Issue on 13/8/09 | ADo | 13/8/09 |
| 5.2 | Revised vertical alignment in Section 7 SDS believe alignment drawings have been issued, both to check | SRo/ADo | asap |

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| 5.3 | Review of drawings and design as required by Tie letter 1842. SDS/BSC to establish agreed position by 14/8/09. | CBr/JCh | 14/8/09 |
| 5.4 | Gogar Landfill SDS described current status of design review, which indicates likely solution will be piled trackslab. PB to confirm design status in w/c 17/8/09. Response to BSC letters 3233 and 3234 required. | JCh JCh | w/c 17/8 asap |
| 6 | Planning informatives | | |
| 6.1 | CEC/Tie are increasingly concerned about lack of close out of informatives by BSC/SDS. BSC believe s design aspects of this to be phase 3 design scope. Typically, informatives require :- <ul style="list-style-type: none"> • procurement based information • Method Statements • Design completion (eg landscaping) SDS pointed out that CEC had changed their requirements, for example landscaping at Shandwick Place, and BSC needed to be aware of the background. | Note BSC BSC SDS Note | |
| 6.2 | Meeting to be held urgently to agree how resolution of informatives is to be accelerated . | SRo/SNe | asap |
| 7 | Gogarburn Retaining Walls | | |
| 7.1 | Query on accuracy of original survey has been passed to original designers (Halcrow). BSC require a timetable for response – this to be agreed by 14/8/09 | CBr/JCh | 14/8/09 |
| 8 | Trackform, Ground Improvement Slab | | |
| 8.1 | Response to BSC letter 3155 required urgently (audit trail to current r.c slab solution) – date of response to be confirmed by 14/8/09 | CBr/JCh | 14/8/09 |
| 8.2 | Tie wish to hold trackform meeting on Thursday 20/8/09, to review risk of not providing Ground Improvement layer with void spanning capability. SDS requested to attend. BSC to clarify meeting scope | ADo CBr | 20/8/09 asap |

.../3

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| 9 | Trackslab Design at Obstructions | | |
| 9.1 | MBe requested that development of any special trackform design at obstructions must include participation by Siemens/BAM. K Dieker is contact point. | All | ongoing |
| 9.2 | ADo described current state of design development of Crawley Tunnel crossing – proposal to infill tunnel locally unlikely to be accepted by Scottish Water. CBr reminded SDS that construction is due to commence in 1 st week of September. | Note | |
| 9.3 | MUDFA clashes – information awaited from Tie. CBr to raise with Tie at weekly management meeting. | CBr | 17/8/09 |
| 10 | Information Transfer Siemens – SDS | | |
| 10.1 | ADo described some recent examples of inadequate quality control on information transfer by Siemens to SDS. Agreed that information transfer, in all directions, must be confirmed by formal notification in accordance with project procedures. | All | ongoing |
| 10.3 | MBe clarified that problem was also experienced with SDS information issue and that solution was better control by all parties (SDS, BB and Siemens) | All | ongoing |
| 10.4 | A particular area of concern for Siemens is that changes are initiated as a result of events, approver comments etc, without participation in the design process by Siemens engineers – i.e that a fait accompli is presented to Siemens, sometimes with significant consequences. It is necessary to improve communication within the design teams so that Siemens engineers are aware when need for a change is being considered, so they can participate fully in the process. To this end, the existing Change Control and design processes will be reviewed to establish effective procedures. SRo will lead this review, which will require input from SDS and Siemens. Report progress in next meeting. | Note SRo/ MWi/ ADo SRo | ongoing 26/8/09 |
| 11 | Other Issues | | |
| 11.1 | PSCC Meeting – J Dolan has cited Centro database as an acceptable | | |