

Our ref: **25.1.201/EKI/6338**

29 July 2010

tie limited
CityPoint
65 Haymarket Terrace
Edinburgh
EH12 5HD

**Bilfinger Berger–Siemens– CAF
Consortium**

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

Phone: 
Fax: 

For the attention of Steven Bell – Project Tram Director

Dear Sirs,

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

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

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

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

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

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

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

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

Yours faithfully,



M Foerder
Project Director
Bilfinger Berger Siemens CAF Consortium

cc: M.Foerder
M.Berrozpe

Enc: Guaranteed Maximum Price Proposal

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INFRACO “PROJECT CARLISLE” PROPOSAL

29 JULY 2010

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

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

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Project Carlisle BBUK GMP CD

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PREFACE

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

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

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

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

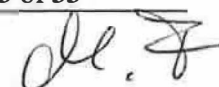
We would welcome further discussion with you on these areas as well as the various other terms of the Infraco Contract which we believe will require to be reviewed. We would expect such discussions to extend to the performance security package, and a simplified, effective and efficient, Change mechanism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

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

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

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

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



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

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EXECUTIVE SUMMARY

Introduction

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

The Scope

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

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

Our Pricing Assumptions

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

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

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

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



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

The Programme

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

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

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

The Guaranteed Maximum Price

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

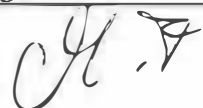
A detailed breakdown is provided at Appendix 1.

Revised tie Change Mechanism

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

The revised mechanism would operate as follows:

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



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

Priority of Project Carlisle

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

Conclusion

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

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

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

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

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



DEFINITIONS USED IN THIS PROPOSAL

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

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

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

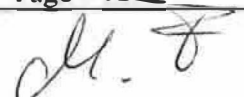
"Actual Cost" means all direct and indirect cost/expenditure incurred whether on or off Site including overheads, finance, and other charges and allowances allocable thereto.

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

"Programme" means the Programmes contained in Appendix 5

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

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



APPENDIX 1

GUARANTEED MAXIMUM PRICE

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

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

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



APPENDIX 1.1

Bilfinger Berger UK Ltd - Guaranteed Maximum Price Breakdown

See Attached Supplemental Information CD:

Appendix 1.1 - BB – GMP Breakdown

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Bilfinger Berger Civil UK Limited : GMP Summary

Appendix 1.1
Page 1 of 15

1. Direct Cost

Item	Description	Original SubContract Order	Prelims and Method Related Charges			Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion		Original Subcontract Work	Change		New Submission			Construction Works Total
(1)	(2)	(3)	(4)	(5)	(6)=(4)+(5)	(7)	(8)	(9)	(10)	(11)=(7)+(8)+(9)+(10)	(12)	(13)=(11)+(12)
Total for Direct Cost		66,310,114	9,930,764	25,940,080	35,870,844	50,483,975	3,898,446	30,883,523	39,789,536	125,055,480	4,147,224	165,073,548

* At the 30th June 2010

2. SDS Provider

Item	Description	Original Order	Scope Works			Total (excl Risk & Opportunity)	Risk / Opportunity	Grand Total	
			Original Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed				New Submission
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(4)+(5)+(6)+(7)	(9)	(10)=(8)+(9)
Total for SDS Provider		4,983,815	4,983,815	4,806,924	1,787,081	4,698,059	16,275,879		16,275,879

* At the 30th June 2010

3. In Direct Cost

Item	Description	Indirect Cost	Risk / Opportunity	Grand Total
(1)	(2)	(3)	(4)	(5)=(3)+(4)
Total for In Direct Cost		41,435,029	5,040,000	46,475,029

4. Summary of Direct, SDS and Indirect Costs

227,824,455.42

Overheads 7% 15,947,711.88

Profit 3% 6,834,733.66

GMP Grand Total 250,606,900.96

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			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(8)-(9)+(10)+(11)
1A	McKean & Co	2,620,066	671,292	1,423,140	1,628,076	879,730	42,003	2,927,350	5,477,159	447,000	8,018,591
18	Crummock (Scotland) Ltd		184,430	12,500		433,230		5,313	438,543		635,473
1C	Not Required										
1C/1D	Princes Street Supplemental Agreement	MacKenzie Construction Ltd					7,707,463	228,828	9,913,397		9,913,397
		Crummock (Scotland) Ltd			1,977,106		2,451,198	4,917	2,456,115		2,456,115
		Class One					345,950	29,298	375,248		375,248
		Others					69,796		69,796		69,796
		Totals	1,977,106			1,977,106		10,574,407	263,043	12,814,556	
	Other Work in 1C/1D (non PSSA)	447,095			447,095		1,668,717		2,115,812		2,115,812
	1C/1D Totals	2,424,201			2,424,201		12,243,124	263,043	14,930,368		14,930,368
1D	McKenzie Construction Ltd	3,871,941	40,144	4,309,981	3,355,254		(490,128)	5,385,510	8,250,636	302,750	12,903,510
On	Other On Street Works	3,327,111	1,295,098	1,383,192	1,618,345	(1,028,697)	146,343		735,991	72,620	3,486,901
	ON Street Summary	12,243,319	2,190,964	7,128,812	9,025,876	284,263	11,941,342	8,581,216	29,832,696	822,370	39,974,843
2A	John Graham (Dromore) Ltd	15,853,507	1,678,000	8,057,305	9,683,666	85,790	1,793,163	3,591,753	15,154,372	480,182	25,369,859
5	Expanded Ltd	12,207,596	2,462,979	3,259,938	9,198,688	73,794	12,167,192	2,350,050	23,789,724	2,378,972	31,891,613
6	Barr Limited	12,588,218	1,643,983	1,110,014	10,451,039	1,337,249	1,639,659	1,286,243	14,714,189	305,700	17,773,886
7A	Farrans Ltd	5,583,816	1,198,653	2,232,519	4,291,048	2,117,351	3,342,167	7,292,027	17,042,593	160,000	20,633,765
Off	Other Off Street Works	7,833,658	756,184	4,151,492	7,833,658			16,688,248	24,521,906		29,429,582
	OFF Street Summary	54,066,795	7,739,799	18,811,268	41,458,099	3,614,183	18,942,181	31,208,320	95,222,784	3,324,854	125,098,706
	OVERALL SUMMARY	66,310,114	9,930,764	25,940,080	50,483,975	3,898,446	30,883,523	39,789,536	125,055,480	4,147,224	165,073,548

* At the 30th June 2010

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

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

Section 1A : Enabling Works

Item	Description	Original SubContract Order	De-Scope for Project Carlisle	Balance of Original SubContract Order	GRAND TOTAL									
					Prelims and Method Related Charges		Construction Works					Risk / Opportunity	Grand Total	
					to 30 June 2010	to Completion	Original Subcontract Work	Change			Construction Works Total			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(8 to 11)+(12)	(13)	(4)-(7)-(12)+(13)	
1	Preliminaries & General Items	1,679,780	687,790	991,990	671,292	1,423,140							567,000	2,661,432
2	Method Related Charges	18,800	18,800	-										
3	Track and Formation	1,063,265	1,014,910	48,355			48,355					48,355		48,355
4	Tramstops	448,537	448,537	-										
5	Accommodation Works	2,050	200	1,850			1,850		8,300	59,224		69,374		69,374
6	Highways	841,184	841,184	-					1,866	1,529,100		1,530,966		1,530,966
7	Buildings - Substation	26,276	26,276	-										
8	Structures	1,777,120	199,249	1,577,872			1,577,872	879,730	25,921	320,739		2,804,262		2,804,262
9	OHLE	88,214	88,214	-					5,916			5,916		5,916
10	Lindsay Road Realignment	-	-	-						953,286		953,286		953,286
11														
12														
13	Risk Review Transfer / Deletion									65,000		65,000	120,000	55,000
14														
	Total	5,945,227	3,325,161	2,620,066	671,292	1,423,140	1,628,076	879,730	42,003	2,927,350	5,477,159	447,000	8,018,591	

* At the 30th June 2010

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

Section 1B: Leith Walk

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6)+(7)+(8)+(9)	(11)	(4)+(5)+(10)+(11)
1	Preliminaries & General Items		184,430	12,500					-		196,930
2	Method Related Charges								-		
3	Track and Formation					433,230		5,313	438,543		438,543
4									-		
5									-		
6									-		
7									-		
8									-		
9									-		
10									-		
11									-		
12									-		
	Total	-	184,430	12,500	-	433,230	-	5,313	438,543	-	635,473

* At the 30th June 2010

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

Section 1D reduced to West End of Princes St

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)
1	Preliminaries & General Items	516,687	40,144	4,309,981					-	652,750	5,002,875
2	Method Related Charges	-	-						-		-
3	Accommodation Works	-							-		-
4	Highways	1,584,666			1,584,666			1,949,398	3,534,065		3,534,065
5	Landscaping	-							-		-
6	Overhead Electrics	110,047			110,047			213,357	323,404		323,404
7	Sub-stations	-							-		-
8	Trackwork	1,054,934			1,054,934			2,258,292	3,313,226		3,313,226
9	Tramstops	158,803			158,803				158,803		158,803
10	Drainage	156,500			156,500			168,386	324,885		324,885
11	Traffic Signal Ducting	111,068			111,068			45,305	156,372		156,372
12	Street Lighting Ducting (less original bill items)	104,572			104,572			22,513	127,086		127,086
13	Tactile Paving at Crossings	22,833			22,833				22,833		22,833
14	Bus Stop Shelters	25,421			25,421			378,259	403,679		403,679
15	CBR Testing on Trackbox	26,410			26,410				26,410		26,410
16	Deduct - 380m completed under PSSA	-					(490,128)		(490,128)		(490,128)
17	Risk Review Transfer / Deletion							350,000	350,000	(350,000)	-
	Total	3,871,941	40,144	4,309,981	3,355,254	-	490,128	5,385,510	8,250,636	302,750	12,903,510

* At the 30th June 2010

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

Other On Street Works

			GRAND TOTAL							Grand Total	
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity		
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total			
						Already Submitted* and Agreed	Already Submitted* and Not Agreed				New Submission
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)
1	RD Anderson					1,441			1,441		1,441
2	Lothian and Borders Police					2,845			2,845		2,845
3	Hunter Demolition					14,500			14,500		14,500
4	Raeburn					368			368		368
5	Harper Generators					330			330		330
6	Daver Steels (Bar & Cable Syst					2,412			2,412		2,412
7	Scottish Water					755			755		755
8	Harper Generators					1,800			1,800		1,800
9	Gallagher Groundworks Ltd/					1,110			1,110		1,110
10	Instalcom Ltd					4,550			4,550		4,550
11	Stanger Testing Services Limit					1,510			1,510		1,510
12	Beattie Chalmers Limited/					8,854			8,854		8,854
13	Traffic Signs under estimate Section 1A						16,067		16,067		16,067
14	Traffic Signs under estimate Section 1C3/1D						130,276		130,276		130,276
15	On Street TM	1,646,163	1,206,410	1,333,862					-	59,120	2,599,392
16	Substation Housing Design (Portastor)	37,337	37,337		74,517				74,517		111,854
17	Tram Stop Shelter and Ancilliary Equipment Design (RWS)	51,351	51,351	897					-		52,248
18	Street Lighting	1,592,260		48,433	1,543,828	(1,069,172)			474,656	13,500	536,589
	Total	3,327,111	1,295,098	1,383,192	1,618,345	(1,028,697)	146,343	-	735,991	72,620	3,486,901

* At the 30th June 2010

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

Section 2A and 5A (part)

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change					Construction Works Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(6)+(7)+(8)+(9)+(10)+(11)
1	Preliminaries & General Items	6,169,841	1,678,000	8,057,305						480,182	10,215,487
2	Method Related Charges										
3	Section 1D - All Works	64,076			64,076			(64,076)			
4	Haymarket Viaduct	1,139,067			1,139,067	41,790	86,936	146,276	1,414,068		1,414,068
5	2A Trackwork inc Drainage etc	1,083,745			1,083,745	44,000	575,015	687,241	2,390,000		2,390,000
6	Haymarket Terrace Sub-Station	116,191			116,191			21,964	138,156		138,156
7	Haymarket Station Tramstop	174,548			174,548			27,900	202,448		202,448
8	S20 - Russell Road Underbridge	828,643			828,643		396,533	296,931	1,522,107		1,522,107
9	Russell Road Sub-Station	73,459			73,459				73,459		73,459
10	W18 Retaining Wall	790,597			790,597		320,014	327,985	1,438,596		1,438,596
11	5A Trackwork inc Drainage etc	623,008			623,008			840,861	1,463,869		1,463,869
12	Murrayfield Tramstop	284,529			284,529		134,310	75,900	494,739		494,739
13	Rose burn Viaduct	2,853,229			2,853,229			123,447	2,976,676		2,976,676
14	S21B - Murrayfield Ret Walls	1,462,165			1,462,165			615,128	2,077,293		2,077,293
15	S21C - Murrayfield Underpass	190,409			190,409		280,357	12,014	482,780		482,780
16	Schedule 4 Notified Departures							480,182	480,182		480,182
	Total	15,853,507	1,678,000	8,057,305	9,683,666	85,790	1,793,163	3,591,753	15,154,372	480,182	25,369,859

* At the 30th June 2010

John Graham

Section 5 : Structures

Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total		
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total				
						Already Submitted* and Agreed	Already Submitted* and Not Agreed				New Submission	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6)+(7)+(8)+(9)	(10)	(4)+(5)+(10)+(11)	
1	Prelims Section 5	1,521,273	376,281	3,129,421								3,505,702
2	Prelims Edinburgh Pk Bridge	891,811	1,618,258									1,618,258
3	Prelims Carrick Knowe	427,285	316,754	110,531								427,285
4	Prelims W4	168,539	151,686	19,986								171,672
5	Risk									2,378,972		2,378,972
6	Structures 527 Edinburgh Park Bridge	3,388,189			3,388,189		460,456	384,772	4,233,417			4,233,417
7	Structures 523 Carrick Know Bridge	789,453			789,453		160,567	154,560	1,104,580			1,104,580
8	Structures W3 Russell Rd RW						1,736,747	5,685	1,742,432			1,742,432
9	Structures W4 Russell Rd Phase 1						430,590	123,675	554,265			554,265
10	Structures W4 Russell Rd Phase 2						3,453,820	187,875	3,641,695			3,641,695
11	Structures S22a&b Balgreen Rd Bridges						1,228,944	105,184	1,334,128			1,334,128
12	Structures 532 Depot Access Bridge	1,554,606			1,554,606		1,412,146	407,984	3,374,736			3,374,736
13	Structures A8 Underpass	1,034,444			1,034,444		788,674	61,809	1,884,927			1,884,927
14	Structures 526 South Gyle Access Bridge	632,202			632,202		803,516	157,332	1,593,050			1,593,050
15	Structures S21E Water of Leith Bridge	717,787			717,787		41,767	111,583	871,137			871,137
16	Structures 21DMurrayfield Tp RW	415,965			415,965		462,244	65,061	943,270			943,270
17	Structures W8 Baird Drive RW	479,832			479,832		586,866	203,239	1,269,937			1,269,937
18	Structures W9 Balgreen Rd	32,722			32,722		220,117	36,841	289,680			289,680
19	Structures W11 bankhead Dr RW	81,334			81,334		423,711	40,141	545,186			545,186
20	Structures W19 Tramstop RW	209,110			209,110		192,663	111,597	513,370			513,370
21	Service Diversion/support						73,794	229,665	303,459			303,459
22	Discount Exc 527&523	(136,956)			(136,956)		(235,636)	(36,953)	(409,546)			(409,546)
	Section A - Total	12,207,596	2,462,979	3,259,938	9,198,688	73,794	12,167,192	2,350,050	23,789,723	2,378,972		31,891,613

* At the 30th June 2010

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

Section 6 : Depot

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Risk / Opportunity	Grand Total	
			to 30 June 2010	to Completion	Original Subcontract Work	Change		Construction Works Total			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(10)+(9)+(11)
1	Preliminaries & General Items	2,137,178	1,643,983	1,110,014							2,753,997
2	Method Related Charges										
3	Earthworks	92,000			92,000	58,457	50,446		200,903		200,903
4	Sub-structure - Depot Building	1,116,433			1,116,433	90,385	221,538		1,428,356		1,428,356
5	Sub-structure - Sub Station Building	57,983			57,983				57,983		57,983
6	Sub-structure - Power Building	55,155			55,155				55,155		55,155
7	Frame	1,160,334			1,160,334	219,887			1,380,221		1,380,221
8	Upper Floors	102,651			102,651				102,651		102,651
9	Cladding	1,206,649			1,206,649	78,790	3,657		1,289,096		1,289,096
10	Stairs	8,800			8,800		22,403		31,203		31,203
11	External Blockwork	108,406			108,406		81,390		189,796		189,796
12	Internal wall and Partitions	241,098			241,098				241,098		241,098
13	Internal Doors	146,900			146,900		46,402		193,302		193,302
14	Wall Finishes	117,785			117,785				117,785		117,785
15	Floor Finishes	202,247			202,247				202,247		202,247
16	Ceiling Finishes	93,242			93,242		3,391		96,633		96,633
17	Decoration	35,926			35,926				35,926		35,926
18	Fittings and Furnishings	62,182			62,182		13,278		75,460		75,460
19	M&E	2,302,000			2,302,000		225,767		2,527,767		2,527,767
20	BWIC Services	25,000			25,000				25,000		25,000
21	Site Work	2,880,802			2,880,802	635,534	826,094		4,342,431		4,342,431
22	Sub Station Building	123,035			123,035	36,403			159,438		159,438
23	Power Building	109,846			109,846		763		110,609		110,609
24	Sundries	202,565			202,565	217,793	144,529		564,887		564,887
25	Risk Register	-							-	1,658,943	1,658,943
26	Risk Review Transfer / Deletion							1,286,243	1,286,243	1,353,243	67,000
	Total	12,588,217	1,643,983	1,110,014	10,451,039	1,337,249	1,639,659	1,286,243	14,714,189	305,700	17,773,886

* At the 30th June 2010

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

Section 5C(part) and 7A

GRAND TOTAL											
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works					Risk / Opportunity	Grand Total
			to 30 June 2010	to Completion	Original Subcontract Work	Change			Construction Works Total		
						Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)
1	Preliminaries & General Items	524,460	477,638	804,565						96,000	1,378,203
2	Method Related Charges	768,308	721,015	1,427,954							2,148,969
3	Enabling Works	112,091			112,091	593,681	1,223,310		1,929,082	24,000	1,953,082
4	Track and Formation	1,661,460			1,661,460	253,766	1,619,733	66,310	3,601,269	80,000	3,681,269
5	Tramstops	363,026			363,026				363,026		363,026
6	Tramstop Equipment	30,209			30,209				30,209		30,209
7	Drainage					1,011,137	127,226	18,868	1,157,231		1,157,231
8	Ducting	379,295			379,295		69,391		448,686		448,686
9	Highways	101,853			101,853		233,054		334,907	209,000	543,907
10	7A Ingliston P&R Substation	50,586			50,586	1,430			52,016		52,016
11	7A Gogarburn Bridge 529	885,140			885,140	123,010	48,772	36,670	1,093,592	45,000	1,138,592
12	7A Gogarburn Culvert 1 530	54,653			54,653	21,145	15,931		91,729		91,729
13	7A Retaining Walls	337,396			337,396		4,750	6,699,179	7,041,326	531,000	7,572,326
14	7A Culvert 2 531	113,053			113,053	(22,294)			90,759		90,759
15	7A Culvert 3 532	73,408			73,408	6,345			79,753		79,753
16	OHLE	128,878			128,878	129,131			258,009		258,009
17	Risk Review Transfer / Deletion							471,000	471,000	(825,000)	(354,000)
	Total	5,583,816	1,198,653	2,232,519	4,291,048	2,117,351	3,342,167	7,292,027	17,042,594	160,000	20,633,766

* At the 30th June 2010

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

Subcontractor : Other Off Street Works

			GRAND TOTAL								
Item	Description	Original SubContract Order	Prelims and Method Related Charges		Construction Works				Construction Works Total	Risk / Opportunity	Grand Total
			to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission			
(14)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)
1	Preliminaries & General Items			1,871,557							1,871,557
2	Method Related Charges			50,000							50,000
3	Track and Formation	2,908,517			2,908,517			3,926,939	6,835,456		6,835,456
4	Tramstops	1,414,483			1,414,483			4,320	1,410,163		1,410,163
5	Utilities works							279,660	279,660		279,660
6	Highways	2,837,172			2,837,172			3,470,878	6,308,050		6,308,050
7	Buildings	291,299			291,299			52,959	344,258		344,258
8	Accommodation Works							79,331	79,331		79,331
9	OHLE	382,187			382,187			75,662	457,849		457,849
10	S27 Edinburgh Park							1,164,295	1,164,295		1,164,295
11	A8 Underpass							1,773,699	1,773,699		1,773,699
12	5265th Gyle Access Bridge							125,456	125,456		125,456
13	S21E Water of Leith							441,000	441,000		441,000
14	W4 Russell Rd RTW							1,061,011	1,061,011		1,061,011
15	Other Structures							391,844	391,844		391,844
16	Miscellaneous							2,276,042	2,276,042		2,276,042
17	Off Street TM		756,184	2,229,935					-		2,986,119
18	Depot							1,350,497	1,350,497		1,350,497
19	Depot to Airport							223,298	223,298		223,298
	Total	7,833,658	756,184	4,151,492	7,833,658	-	-	16,688,248	24,521,906	-	29,429,582

* At the 30th June 2010

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

Design

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

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

* At the 30th June 2010

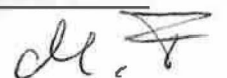
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APPENDIX 1.2

SIEMENS - Guaranteed Maximum Price Breakdown

See Attached Supplemental Information CD:

Appendix 1.2 - Siemens GMP Breakdown

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**ETN - Edinburgh Tram Network
Project Carlisle - Pricing**

date: 29-07-2010

Overall Summary

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

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

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

Project Carlisle - Pricing

Original Contract Value - Original CPA Split	
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Deductions Project Carlisle - Airport to Terminal Point	
--	--

System Wide	
Amount of:-	
Preliminaries	£24,802,184.89
Design	£11,605,508.01
Accommodation Works	£0.00
Tram Supply	£1,058,275.98
Testing & Commissioning	£40,751.37
Supervisory Control & Comms Systems	£3,482,980.08
Spares	£45,878.46
Third Party Works	£27,509.21
Amount of System Wide	£41,073,068.00

System Wide	
Amount of:-	
Preliminaries	-£480,078.40
Design	
Accommodation Works	
Tram Supply	
Testing & Commissioning	-£40,751.37
Supervisory Control & Comms Systems	
Spares	
Third Party Works	
Amount of System Wide	-£620,829.77

Section A - Airport to Haymarket	
Amount of:-	
Preliminaries	£519,277.73
Design	£1,157,764.59
Track and Formation	£19,828,200.85
Tramstops & Equipment	£0.00
Depot	£5,330,320.41
Highways	£0.00
Buildings	£0.00
Interchanges	£0.00
Structures	£0.00
Supervisory Control & Comms Systems	£1,581,699.44
Tramstop Equipment	£841,640.27
OHL & Sub-stations	£10,031,473.91
Spares	£0.00
Risk	£0.00
Amount of Section A - Airport to Haymarket	£38,390,377.20

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

Section B - Haymarket to Newhaven	
Amount of:-	
Preliminaries	£125,606.91
Design	£0.00
Track and Formation	£9,282,200.22
Tramstops & Equipment	£0.00
Highways	£0.00
Buildings	£0.00
Interchanges	£0.00
Structures	£0.00
Supervisory Control & Comms Systems	£1,612,356.20
Tramstop Equipment	£768,498.64
OHL & Sub-stations	£5,864,899.60
Spares	£0.00
Risk	£0.00
Amount of Section B - Haymarket to Newhaven	£17,453,561.68

Section B - Haymarket to Newhaven	
Amount of:-	
Preliminaries	-£102,769.29
Design	
Track and Formation	-£1,180,110.08
Tramstops & Equipment	
Highways	
Buildings	
Interchanges	
Structures	
Supervisory Control & Comms Systems	-£119,364.45
Tramstop Equipment	-£131,730.20
OHL & Sub-stations	-£1,849,637.26
Spares	
Risk	
Amount of Section B - Haymarket to Newhaven	-£3,183,611.28

Original Contract Value - Original CPA Split	£56,917,008.78
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Deductions Project Carlisle - Airport to Terminal Point	-£3,704,441.04
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Project Carlisle - Pricing

Additional Costs Project Carlisle - Airport to Terminal Point

System Wide	
Amount of-	
Preliminaries	£13,990,133.51
Design	£1,298,539.83
Accommodation Works	
Tram Supply	
Testing & Commissioning	
Supervisory Control & Comms Systems	
Spares	
Third Party Works	
Amount of System Wide	£15,288,673.35

CPA Project Carlisle - Airport to Terminal Point

System Wide	
Amount of-	
Preliminaries	£38,312,220.01
Design	£12,904,047.85
Accommodation Works	£0.00
Tram Supply	£1,058,275.98
Testing & Commissioning	£0.00
Supervisory Control & Comms Systems	£3,492,880.08
Spares	£45,878.46
Third Party Works	£27,509.21
Amount of System Wide	£56,840,911.58

Section A - Airport to Haymarket

Section A - Airport to Haymarket	
Amount of-	
Preliminaries	£7,858,271.11
Design	
Track and Formation	£2,309,568.84
Tramstops & Equipment	
Depot	
Highways	
Buildings	
Interchanges	
Structures	
Supervisory Control & Comms Systems	
Tramstop Equipment	
OHL & Sub-stations	
Spares	
Risk	
Amount of Section A - Airport to Haymarket	£10,167,840.06

Section A - Airport to Haymarket

Section A - Airport to Haymarket	
Amount of-	
Preliminaries	£8,477,548.85
Design	£1,157,764.59
Track and Formation	£21,137,769.79
Tramstops & Equipment	£0.00
Depot	£5,330,320.41
Highways	£0.00
Buildings	£0.00
Interchanges	£0.00
Structures	£0.00
Supervisory Control & Comms Systems	£1,581,699.44
Tramstop Equipment	£841,640.27
OHL & Sub-stations	£10,031,473.91
Spares	£0.00
Risk	£0.00
Amount of Section A - Airport to Haymarket	£48,658,217.26

Section B - Haymarket to Newhaven

Section B - Haymarket to Newhaven	
Amount of-	
Preliminaries	£27,709.84
Design	£0.00
Track and Formation	£190,208.70
Tramstops & Equipment	
Highways	
Buildings	
Interchanges	
Structures	
Supervisory Control & Comms Systems	
Tramstop Equipment	
OHL & Sub-stations	£331,429.95
Spares	
Risk	
Amount of Section B - Haymarket to Newhaven	£549,348.28

Section B - Haymarket to Newhaven

Section B - Haymarket to Newhaven	
Amount of-	
Preliminaries	£50,647.26
Design	£0.00
Track and Formation	£8,292,298.84
Tramstops & Equipment	£0.00
Highways	£0.00
Buildings	£0.00
Interchanges	£0.00
Structures	£0.00
Supervisory Control & Comms Systems	£1,492,991.76
Tramstop Equipment	£638,768.44
OHL & Sub-stations	£4,348,692.29
Spares	£0.00
Risk	£0.00
Amount of Section B - Haymarket to Newhaven	£14,819,298.58

Additional Costs Project Carlisle - Airport to Terminal Point

£28,005,861.89

CPA Project Carlisle - Airport to Terminal Point

£119,218,427.43

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Project Carlisle - Pricing

Change Orders

Topic	Correspondence	Price
Various Traffic Signal requirements	INTC-0050	£30.550,32
Noise & Vibration survey	INTC-0438	£146.128,00
Substation Quotations Scottish Power / Core connections	TNC-0014	£1.312.830,68
Guided Busway (Rheda City vs. Direct Fixation)	INTC-0421	£550.000,00
HV/LV Works -agreed variation	TNC-0014	£324.683,32
TS works (Urban Traffic Control)	TNC-0016	£270.740,00
EoT#1	INTC-0001	£1.299.000,02
TS works - Mobilisation and Jct 41	INTC-0505	£262.900,00
VE-0015: Roseburn Street Viaduct- Impact from OLE	VE-0015	£12.063,00
VE-0014: A8 Underpass (height reduction 5m -> 4.5m)	VE-0014	£140.010,96
Depot Turntable (design)	INTC-0412	£26.435,00
E&B Checking Impact on: Gogarburn-Bridge	INTC-0111	£3.394,88
E&B Checking Impact on Edinburgh Park Station Bridge	INTC-0160	£3.394,88
New Ingleston Limited (design)	INTC-0258	£36.784,00
BAA Dualling Proofing > abortive costs	INTC-0417	£8.136,00
E&B Checking Impact on: Baird Drive RTW	INTC-0104	£3.394,88
E&B Checking Impact on: Carricknowe Bridge	INTC-0115	£3.394,88
Airport canopy (OLE impact)	INTC-0277	£30.216,76
Sub Station Cathedral Lane; Design-Support	INTC-0281	£27.192,60
Crawley Tunnel (Princes St.) - Abortive costs for TRW	INTC-0305	£10.144,00
Gogar Landfill, Trackform Rheda G to Ballast (design)	INTC-0374d	£101.509,16
Floating Slab Design	INTC-0515	£121.847,31
Reinforced Rheda Track instead of BB improvement layer; (Shallow depth location) - design	INTC-0588	£45.381,00
OLE related planning consents	INTC-0612	£66.704,00
Trackwork works disruption due to Princes Street works	SV-0112	£138.820,21
PSSA-TLC disruption costs	SV-0100a	£15.000,00
Design Change Edinburgh Park Station / section 7A	INTC-0152	£10.847,86
Roseburn Street Viaduct- Impact from TRW	VE-0015	£50.982,64
Depot Turntable (construction)	INTC-0412	£17.166,76
HV Scottish Power Connections (Gogar-Depot Change): Maybury Road Overbreak	INTC-0547	£47.203,58
HV Scottish Power Connections: Switching Station location change at Gogar Depot	INTC-0643	£90.492,00
HV Ingleston Wayleave Problems	INTC-0644	£35.547,00
HV Jenners Addl Reinforcement	INTC-0645	£65.414,00
Total Change Orders		£5.308.309,69

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SIEMENS

ETN - Edinburgh Tram Network

date: 29-07-2010

Project Carlisle - Pricing

Additional GMP Carlisle components

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

APPENDIX 1.3

CAF - Guaranteed Maximum Price Breakdown

See Attached Supplemental Information CD:

Appendix 1.3-:CAF GMP Breakdown

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

A handwritten signature in black ink, appearing to be 'D. F.', is located in the bottom right corner of the page.

CAF cost associated with Project Carlisle

Assumptions:

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

Delay costs:

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

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Insurances	45.742,40	euros
Additional Couplings & Uncoupling	0,00	euros
Normal Maintenance	4.520,00	euros
Long Term Maintenance	292.428,00	euros
Total 2	1.177.679,67	euros
Costs at RENFE IRUN for UT3-UT14	COSTS	
Parking at RENFE IRUN	622.079,58	euros
Security for the trams	217.618,46	euros
Insurances	258.956,34	euros
Additional Couplings & Uncoupling	48.738,00	euros
Normal Maintenance	25.588,57	euros
Long Term Maintenance	0,00	euros
Total 3	1.172.980,95	euros
COST at CAF IRUN for UT15-UT27	COSTS	
Parking at CAF IRUN	0,00	euros
Security for the trams	69.738,00	euros
Insurances	324.476,11	euros
Additional Couplings & Uncoupling	0,00	euros
Normal Maintenance	32.062,86	euros
Long Term Maintenance	316.797,00	euros
Total 4	743.073,97	euros
Grand Total (1+2+3+4) Delay Costs	5.437.793,27	Euros

TSA Pending payments:

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

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APPENDIX 1.4

SDS - Guaranteed Maximum Price Breakdown

See Attached Supplemental Information CD:

Appendix 1.4 - SDS GMP Breakdown

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SDS ref: ULE90392A ECS - Extended Construction Support

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

Total £ 2,180,425.00

EDINBURGH TRAM NETWORK - BSC CHANGE ESTIMATED

Index	INTC (BSC) Ref to file	Short Title	Section	By SDS			From BSC			Cost/td>	Fee Remaining	Cost for Drawings
				Change Estimate Number	Date	Value	Change Order Number	Date	Value			
Index	INTC (BSC) Ref to file	Short Title	Section	Number	Date	Value	Number	Date	Value	Cost/td>	Fee Remaining	Challenged by lis
DCR0062	61	Gogar Surcharge Utilisation	7A	DCR0062	01/08/2008	£ 1,994				£ -	£ 1,994.00	
DCR0196		Informal Consultation THO Changes	SW	DCR0196	31/07/2009	£ 77,940				£ -	£ 77,940.00	
DCR0226		OLE Base Special Airpor	7A	DCR0226	31/03/2010	£ 27,890				£ 5,578.00	£ 22,311.50	£ 297.50
DCR0229		OLE Plinths on Structures	SW	DCR0229	08/04/2010	£ 115,528				£ -	£ 115,525.75	
DCR0233	529	Gogar Landfill profile re design	7A	DCR0233	10/03/2010	£ 19,675				£ 19,674.50	£ -	£ 263.50
DCR0235		Special Trackform on Leith Walk Railway Bridge	7B	DCR0235	08/04/2010	£ 8,229				£ -	£ 8,228.75	£ 42.50
DCR0237		Finalising Track Design	SW	DCR0237	08/04/2010	£ 68,510				£ -	£ 68,510.00	
DCR0238		Hydraulic Model of Gogarburn Retaining Walls	7A	DCR0238	10/03/2010	£ 57,960				£ -	£ 57,960.00	
DCR0241		Topo Survey ScotRail Depot	5A	DCR0241	02/03/2010	£ 1,543				£ 1,542.50	£ -	
DCR0242	167	Changes to Murray Road Accommodation Works Wanderers Club House	5A	DCR0242	15/03/2010	£ 692				£ -	£ 692.00	
DCR0248		Special Trackform Construction at Shallow Depth obstructions	1	DCR0248	14/05/2010	£ 61,695				£ -	£ 61,694.50	
DCR0250		Further to DCR0113 amendments are required to Internal Retaining Wall for Haymarket Viaduct	2A	DCR0250	12/05/2010	£ 3,606				£ 3,606.00	£ -	
DCR0251		Finalise Traffic Island on Princes St	1C	DCR0251	04/05/2010	£ 1,140				£ -	£ 1,140.00	
DCR0253		Russell Road Retaining Wall Installation Error	5A	DCR0253	24/05/2010	£ 23,757				£ -	£ 23,757.00	
DCR0255		Gogar Street 2 Way Change	1D	DCR0255	04/05/2010	£ 49,980				£ -	£ 49,980.00	£ 850.00
DCR0256		Colinton Lane Substation Misalignment	1C	DCR0256	23/05/2010	£ 23,114				£ 20,000.00	£ 3,113.50	
DCR0257		Russell Road Retaining Wall unknown ground conditions W3	5A	DCR0257	24/05/2010	£ 7,411				£ -	£ 7,411.00	
DCR0259		Special Trackform Construction at Shallow Depth obstructions	1	DCR0259	20/05/2010	£ 18,720				£ -	£ 18,720.25	
Estimated but not yet formally submitted/reviewed by BSC												
DCR0134A	258	NLE Turnback failure proofing - OLE changes	7A			£ 4,378				£ -	£ 4,378.00	
DCR0245		OLE Special Foundations - Several	SW			£ 105,438				£ -	£ 105,437.50	
DCR0263		TO1853 - Update S3 MX file	5B			£ 3,833				£ -	£ 3,832.50	
DCR0265	485	Tram Turnback Strategy	SW			£ 80,000				£ -	£ 80,000.00	
DCR0271		OWE review of CAF tram - Close out of OWE analysis and issue of	SW			£ 7,733				£ -	£ 7,732.50	
DCR0272		Haymarket OLE Plinths	5A			£ 1,883				£ -	£ 1,882.50	
DCR0274		Murray Road Stadium Retaining Walls Ground Improvement Change - TO1809	5A			£ 52,400				£ -	£ 52,400.00	
DCR0222		Street Lighting new common vertical minimum	1D			£ 6,683				£ -	£ 6,682.50	
DCR0230		Ducting inc on Structures - Siemens additional requirements				£ 57,500				£ -	£ 57,500.00	
DCR0231		Earthing and Bonding Development Workshop	SW			£ 73,157				£ -	£ 73,157.00	
DCR0264		Listed Building Consent for Dublin St	1C			£ 11,250				£ -	£ 11,250.00	
DCR0267		Depot Tram Wash Equipment	5B			£ 26,343				£ -	£ 26,343.00	
DCR0268		Depot layout showing service requirements				£ 10,005				£ -	£ 10,005.00	
DCR0269		Depot Earthing and Bonding and Special Substations				£ 14,105				£ -	£ 14,105.00	
DCR0270		Tramstop Layout Changes	SW			£ 23,888				£ -	£ 23,887.50	
DCR0273	588	Junction of the Mount, Princes St and Haughey St	1C			£ 4,556				£ -	£ 4,556.00	
DCR0277		CCRC walkway Earthing and Bonding	7A			£ 10,000				£ -	£ 10,000.00	
DCR0262		Additional Cross Sections for Depot Formation Design	5B			£ 8,000				£ -	£ 8,000.00	
DCR0283		OLE Updates for schedules of Base - Revision F emailed to SDS	SW			£ 12,000				£ -	£ 12,000.00	
						£ 1,092,528				£ -	£ 50,481.00	£ 1,032,047.25

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

EDINBURGH TRAIN NETWORK - CHANGES MAY OR MAY NOT BE REQUIRED BUT SCOPE YET TO BE CONFIRMED FOR THE PURPOSE OF CHANGE ESTIMATING AND INSTRUCTION

Index	NTC (BSC) Ref to file	Short Title	Full Description	From BBS		By SOB			Certified	By SOB Ref to file	Comments
				Change Notification Reference	Date	Number	Date	Value			
Index	NTC (BSC) Ref to file	Short Title	Full Description	Reference	Date	Number	Date	Value	Certified	By SOB Ref to file	Comments
DCR0144		Stage E Landscaping Drawings	As per CEC information and meeting notes						E	-	Scope not yet confirmed.
DCR0228		South Gyle Access Bridge Detailed Design	Changes in S26 and W11 detailed design as per CEC information						E	-	No Estimate included in GMP. Scope not yet confirmed. No Estimate included in GMP.
DCR0232		Tower Place Bridge - Remove Ramp, Remove concrete townstand, Revise OLE Baseplate	See RDC154	RDC154 RDC154A	21/01/2010 02/07/2010				E	-	Scope not yet confirmed - currently thought to be unprovable. No Estimate included in GMP
DCR0240		Forth Ports Section 1A - Fence Alterations	Additional constraints in Casino area						E	-	Scope not yet confirmed No Estimate included in GMP
DCR0243		Advanced Directional Signing for Constitution St	New CEC comment related to the provision of additional signs, not previously discussed						E	-	Scope not yet confirmed No Estimate included in GMP
DCR0244		Lindsay Rd phone mast	New phone mast construction conflicts with proposed ducted conduit						E	-	Scope not yet confirmed No Estimate included in GMP
DCR0252		Mounting of sign plates on buildings or railings	Letter request to review all possibilities						E	-	Scope not yet confirmed No Estimate included in GMP
DCR0261		Maceburn St Viaduct curtain walls	Design of curtain walls required at Roseburn S1 in lieu of current fencing proposals in the vicinity of each abutment	RDC167	20/05/2010				E	-	Scope not yet confirmed No Estimate included in GMP
DCR0266		Murrayfield Tramstop Layout Changes	Bobard, Fence and Turnstile Changes						E	-	Scope not yet confirmed. No Estimate included in GMP
DCR0276		Elder Street Junction	Reassign junction as requested by CEC	RDC170	06/07/2010				E	-	Scope not yet confirmed. No Estimate included in GMP
DCR0278		Picardy Place Detailed Design	Further to DCR0173 & DCR0221						E	-	Scope not yet confirmed. No Estimate included in GMP
DCR0280		Pedestrian Guardrail Change							E	-	Scope not yet confirmed No Estimate included in GMP
DCR0281		Gogar Interchange - Name Change	Edinburgh Gateway						E	-	Scope not yet confirmed No Estimate included in GMP
DCR0282		Gogar Interchange - A8 Drainage	Relocate esplanade sewer						E	-	Scope not yet confirmed No Estimate included in GMP

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

20/07/2010

Employee/Supplier	Data	Week					Total
		28/09/2009	05/10/2009	12/10/2009	19/10/2009	26/10/2009	
CHANDLER, JASON ROY	Sum of Quantity	35.5	34.5	37.5	37.5	30	175
	Average of Contract Rate	95	95	95	95	95	95
	Sum of Contract Estimate	3372.5	3277.5	3562.5	3562.5	2850	16625
CHANDLER, Mrs. CARLA (CARLA)	Sum of Quantity	11.5	29	37.5	33.5	32.5	144
	Average of Contract Rate	78	78	78	78	78	78
	Sum of Contract Estimate	897	2262	2925	2613	2535	11232
SHUDALL, KATE	Sum of Quantity	7.5	11.5	12.5	12.5	12.5	56.5
	Average of Contract Rate	95	95	95	95	95	95
	Sum of Contract Estimate	712.5	1092.5	1187.5	1187.5	1187.5	5367.5
	Sum of Quantity	9	11	12.5	12.5	12.5	57.5
	Average of Contract Rate	95	95	95	95	95	95
	Sum of Contract Estimate	855	1045	1187.5	1187.5	1187.5	5462.5
	Sum of Quantity	8.5	11	12.5	12.5	12.5	57
	Average of Contract Rate	95	95	95	95	95	95
	Sum of Contract Estimate	807.5	1045	1187.5	1187.5	1187.5	5415
Total Sum of Quantity		72	97	112.5	108.5	100	490
Total Average of Contract Rate		93.45454545	91.6	91.6	91.6	92.34375	92.10077519
Total Sum of Contract Estimate		6644.5	8722	10050	9738	8947.5	44102

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

Total £ 60,252.00

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EOT between 28th Feb '10 and 16th July '10

20/07/2010

Employee	Date	Week	01/03/2010	08/03/2010	15/03/2010	22/03/2010	29/03/2010	05/04/2010	12/04/2010	19/04/2010	26/04/2010	03/05/2010	10/05/2010	17/05/2010	24/05/2010	31/05/2010	07/06/2010	14/06/2010	21/06/2010	28/06/2010	05/07/2010	Total	
HANDLER JASON ROY	Sum of Quantity		39.5	37.5	37.5	34	30	30	1			22.5	30	37.5	37.5	22.5		37.5	30	37.5	7.5	482	
	Average of Contract Rate		95	95	95	95	95	95	95			95	95	95	95	95		95	95	95	95	95	
	Sum of Contract Estimate		3772.5	3562.5	3562.5	3230	2850	2850	95			2137.5	2850	3562.5	3562.5	2137.5		3562.5	2850	3562.5	712.5	45790	
	Sum of Quantity		10.5	12.5	12.5	12.5	5	10	12.5	6	12.5	2.5	5	12.5	10	10	12.5	10	10	12.5	12.5	12.5	91.5
KATE	Average of Contract Rate		95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	
	Sum of Contract Estimate		997.5	1187.5	1187.5	1187.5	475	950	1187.5	570	1187.5	237.5	475	1187.5	950	950	1187.5	950	950	1187.5	1187.5	1187.5	18192.5
	Sum of Quantity		12.5	12.5	12.5	12.5	6	10	12.5	8.5	12.5	2.5	5	12.5	10	10	12.5	10	10	12.5	12.5	12.5	187
	Average of Contract Rate		95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	
WARREN ALEXANDER	Sum of Contract Estimate		1187.5	1187.5	1187.5	1187.5	570	950	1187.5	687.5	1187.5	237.5	475	1187.5	950	950	1187.5	950	950	1187.5	1187.5	1187.5	18715
	Average of Contract Rate		95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	
	Sum of Contract Estimate		1187.5	1187.5	1187.5	1187.5	475	950	1187.5	475	1187.5	237.5	475	1187.5	950	950	1187.5	950	950	1187.5	1187.5	1187.5	18287.5
	Subcontract																						
Planning Support	Subcontract																						
	Planning Support																						
	Planning Support																						
	Planning Support																						
Total Sum of Quantity	Subcontract																						
	Planning Support																						
	Planning Support																						
	Planning Support																						
Total Average of Contract Rate	Subcontract																						
	Planning Support																						
	Planning Support																						
	Planning Support																						
Total Sum of Contract Estimate	Subcontract																						
	Planning Support																						
	Planning Support																						
	Planning Support																						

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Brian McCrear	223	
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	30665	30665
Laune Mentiplay	323	
	95	
	30620	30620
o/b		171160.46

Management of completion of SDS Phase III works: -55110
116050.46

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APPENDIX 2

VALUATION OF TIE CHANGES AND PROLONGATION

1 TIE CHANGES

1.1 We propose that amendments to the existing Schedule Part 4 Appendix G would be appropriate to simplify the rules concerning valuation of tie Changes and to establish rates for valuation of prolongation.

1.2 The valuation of any tie Change will continue to be made in accordance with Clause 80.6.

1.3 Where Clause 80.6.3 and/or 80.6.4 applies and to the extent that they apply to a tie Change then the valuation shall be on the basis of Actual Cost or Estimated Actual Cost.

1.4 In respect of a valuation of any work under 1.3 above the tie Representative shall apply head office overheads and profit percentages to the appropriate elements of Actual Cost or estimated Actual Cost as follows:

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

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

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

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

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

2 PROLONGATION


2.1 Infraco acknowledges that the principle of valuation of prolongation costs arising from extensions of time granted has been established through the mediation process leading to agreement of the Estimate for Infraco Notification of tie Change number 1. tie Change Order number 116 reflects the basis of this agreement. Infraco proposes that:

(a) Prolongation costs including Preliminaries elements relating to Systems and Trackwork shall be based on Actual Cost or Estimated Actual Cost of the resources and/or labour employed by Infraco or its sub-contractors.

(b) In respect of the valuation of cost elements relating to Systems and Trackworks, 17% is to be added to the Actual Cost or Estimated Actual Costs in respect of related head office overheads and profit percentages.



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

A handwritten signature in black ink, appearing to be 'M. F.', is located in the bottom right corner of the page.

APPENDIX 2.1

PROLONGATION CALCULATION WORKSHEET

See Attached Supplemental Information CD:

Appendix 2.1 – Prolongation Calculation Worksheet

A handwritten signature in black ink, appearing to be 'C. F.', is located in the bottom right corner of the page.

Bilfinger Berger Preliminaries								
Section of Works	Description of Works	Contractor	Project Carlisle		Delay (Wks)	Weekly Rate	Total	
			Start Date	Finish Date				
Overhead	BB - Overhead cost (Staff, Office, Business Cost)	Bilfinger Berger	01 July 2010	20 August 2012	0.00	£ 117,030.87	£ -	
Consortium Office/Overhead Subtotal							£ -	
Section of Works	Description of Works	Contractor	Project Carlisle		Delay (Wks)	Weekly Rate	Total	
			Start Date	Finish Date				
On Street	1A	Enabling Works Ch 0-550 to Tower Place Bridge	Bilfinger Berger	01 July 2010	13 June 2011	0.00	£ 5,852.94	£ -
	1A	Traffic Management	Bilfinger Berger	01 July 2010	06 May 2011	0.00	£ -	£ -
	1D	Haymarket to Lothian Road Junction Ch 350 - 1250	Bilfinger Berger	01 July 2010	20 April 2012	0.00	£ 11,696.48	£ -
	1D	Traffic Management	Bilfinger Berger	01 July 2010	05 April 2012	0.00	£ -	£ -
'On Street' Subtotal							£ -	
Off Street	2A / 5A (partly)	Haymarket to Murrayfield Underpass	Bilfinger Berger	01 July 2010	20 March 2012	0.00	£ 13,279.90	£ -
	5	Section 5 overall	Bilfinger Berger	01 July 2010	20 March 2012	0.00	£ 35,560.03	£ -
	6	Depot Area	Bilfinger Berger	01 July 2010	16 December 2010	0.00	£ 5,352.73	£ -
	7A / 5C (partly)	Depot to Edinburgh Airport	Bilfinger Berger	01 July 2010	25 July 2011	0.00	£ 8,259.43	£ -
'Off Street' Subtotal							£ -	
Bilfinger Berger Preliminaries Subtotal							£ -	

Sub Contract Costs								
Section of Works	Description of Works	Contractor	Project Carlisle		Delay (Wks)	Weekly Rate	Total	
			Start Date	Finish Date				
On Street	1A	Enabling Works Ch 0-550 to Tower Place Bridge	McKean & Co	01 July 2010	13 June 2011	0.00	£ 35,774.08	£ -
	1A	Traffic Management	Class One	01 July 2010	13 June 2011	0.00	£ 9,401.43	£ -
	1D	Haymarket to Lothian Road Junction Ch 350 - 1250	McKenzie Construction Ltd	01 July 2010	20 April 2012	0.00	£ 42,661.45	£ -
	1D	Traffic Management	Class One	01 July 2010	20 April 2012	0.00	£ 16,037.73	£ -
'On Street' Subtotal							£ -	
Off Street	2A / 5A (partly)	Haymarket to Murrayfield Underpass	John Graham (Dromore) Ltd	01 July 2010	20 March 2012	0.00	£ 99,976.97	£ -
	5 (S)	All Structures (only)	Expanded	01 July 2010	27 September 2011	0.00	£ 76,025.45	£ -
	5 (O)	All Other works (excl. structures)	Other Sub-Contractors	01 July 2010	20 March 2012	0.00	£ 27,600.37	£ -
	6	Depot Area	Barr Limited	01 July 2010	16 December 2010	0.00	£ 33,210.26	£ -
	7A / 5C (partly)	Depot to Edinburgh Airport	Farrans Ltd	01 July 2010	25 July 2011	0.00	£ 44,093.79	£ -
	Off Street	Traffic Management	Class One	01 July 2010	27 September 2011	0.00	£ 38,158.73	£ -
'Off Street' Subtotal							£ -	
Sub-Contractor Subtotal							£ -	
TOTAL							£ -	

APPENDIX 3

GMP DRAWINGS

3.1 BSC GMP Drawings

See Attached Project Carlisle BBUK GMP CD:

See Attached Supplemental Information CD:

Appendix 3.1a – GMP Drawing Register 1

Appendix 3.1b – GMP Drawing Register 2

Appendix 3.1c – GMP Drawing Register 3

3.2 Siemens Design Submissions

See Attached Carlisle Siemens Appendix 3 CD:



APPENDIX 4

PROJECT CARLISLE SCOPE

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

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

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

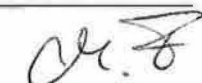
On-Street Works to the following Sections from Haymarket to Princes Street East:

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

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

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

N.B. No systems-related works required.



In General

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

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

Roseburn Viaduct

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

Gogarburn Landfill Site (Section 7A)

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

Outstanding Approvals etc.

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

Trackform Type Confirmation

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

Murrayfield Stadium Accommodation Works

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

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

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

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

