

SUB-CONSULTANCY AGREEMENT

This Agreement is between Scott Wilson Railways, whose registered office is at Scott House, Basing View, Basingstoke, RG21 4JG, (the Company) and Turner & Townsend, Project Management Limited, 1st Floor, Osborne Terrace, Edinburgh, EH12 5HG (the Sub-consultant),

Whereas

A TIE LIMITED (the Client) has appointed the Company, as TSS Provider by agreement (the Main Appointment) to provide Technical Support Services (TSS), for the Edinburgh Tram Network (the Project)

B The Company wishes to appoint the Sub-consultant, as a TSS Provider Party, (as defined in the Main Appointment), to assist in the provision of the Main Appointment services.

It is agreed as follows

The Company requests and the Sub-consultant agrees to provide the Services in connection with the TSS for the Edinburgh Tram in the Client's offices and / or the sub-consultant's offices in Edinburgh and elsewhere as set out below the terms and conditions of which appointment are contained in the agreement between the Company and the Client (the 'Main Appointment') a copy of which, less the financial terms, is appended in Schedule D.

NOW IT IS HEREBY AGREED between the parties as follows:

1.0 Definitions and Interpretations

- 1.1 'Agreement' means this agreement, including the Schedules thereto.
- 1.2 'Confidential Information' means trade secrets, products, technical operations, designs, inventions, processes, methods of distribution, and financial status
- 1.3 'Insolvency' means either party becoming bankrupt, going into liquidation (either compulsory or voluntarily unless as part of a bona fide scheme of reconstruction or amalgamation), being dissolved, compounding with creditors or having a receiver administrative receiver or administrator appointed of the whole or any part of its assets.
- 1.4 'Main Appointment' means the agreement between the 'Client' and the 'Company' relevant parts thereof are included in Schedule D.
- 1.5 'Services' means the services to be performed under this Agreement and set out in Schedule A hereto or as amended in accordance with this Agreement.
- 1.6 Words denoting gender shall include the masculine, feminine and neuter genders and all such words shall be construed interchangeably.
- 1.7 Words importing the singular only also include the plural and vice versa where the context requires.
- 1.8 The headings in these conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Agreement.

2.0 Fees and Payment

- 2.1. The fee for the Services shall be as set out in Schedule B.
- 2.2 The Sub-consultant shall submit to the Company applications for payment and invoices including VAT, where applicable, in each calendar month in which Services are provided, in accordance with the procedure, time scales and date(s) set out in Schedule B.
- 2.3 Interest shall be added to all amounts remaining unpaid after the final date for payment in accordance with the Late Payment of Commercial Debts Act (interest) Act 1998 and at a rate of 2% above the minimum lending rate of the Royal Bank of Scotland.
- 2.4 The Company shall give notice not later than five days after the date on which payment becomes due under this Agreement or would have become due if
 - (a) the Sub-consultant had carried out his obligations under this Agreement and
 - (b) no set-off or abatement was permitted by reference to any sum claimed to be due under this contract.specifying the amount (if any) of payment made or proposed to be made and the basis on which that amount was calculated.

- 2.5 If the Company proposes to withhold any payment it shall give a notice not later than seven day before the final date of payment specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground, each ground and the amount attributable to it.
- 2.6 The Sub-consultant shall produce to the Company and the Client any documents or provide any information relevant to the performance of the Services or any part thereof as the Company's or Client's auditors may reasonably require.
- 2.7 Proper books, vouchers, accounts and records relating to the Services and any services being performed by Sub-consultant shall be maintained by the Sub-consultant at its place of business and shall be available for inspection by the Company or the Client or any officer authorised by the Company and the Client at all reasonable times during the duration of the Agreement and for six years after the termination or expiry of this Agreement.

3.0 Obligations and Undertakings by the Sub-consultant

- 3.1 The Sub-consultant warrants to the Company that in respect of all matters which lie within the scope of the Services and in respect of all other duties owed by the Sub-consultant to the Company under this Agreement and otherwise the Sub-consultant has exercised and will continue to exercise a reasonable level of professional skill, care and diligence to be expected of a properly qualified and competent technical support services provider experienced in performing services similar to the Services in connection with projects of a similar size, scope and complexity as the Edinburgh Tram Network and the Company shall be entitled to rely upon the Sub-consultant's professional skill and judgement in respect of such matters
- 3.2 Where, in the performance of the Services, the Sub-consultant seeks or is obliged to seek the Company's approval or agreement to any matter or thing, the giving or confirming of the same by the Company shall not in any way derogate from the Sub-consultant's obligations hereunder nor diminish any liability on its part in respect thereof.
- 3.3 The Sub-consultant agrees that it has examined and has full knowledge of the terms and conditions of the Main Appointment set out or referred to in Schedule D and in performing its Services and obligations under this Agreement the Sub-consultant shall perform the same according to the terms and conditions of the Main Appointment with the Client and any variation thereto, and of any collateral agreement entered into by the Company with any third party, of which the Sub-consultant is, or should reasonably be, aware. The Sub-consultant shall not cause the Company to be in breach of any such terms or conditions and shall be responsible to the Company in respect of all claims and proceedings instituted against the Company and all costs and expenses whatsoever incurred by the Company and howsoever arising due to the failure of the Sub-consultant to perform and carry out his Services and/or obligations under this Agreement or from negligent errors and omissions of the Sub-consultant, his employees or agents.
- 3.4 The Sub-consultant shall provide the Services in accordance with the programme set out in Schedule C. The Consultant may request the Sub-consultant to amend or vary the sequence of work if in the opinion of the Consultant it is necessary for the proper co-ordination of the Services with the Main Appointment services or is necessary to secure the satisfactory completion of the obligations of the Company under the Main Appointment and the Sub-consultant shall use all reasonable endeavours to comply fully with any such request.
- 3.5 The Sub-consultant undertakes, and shall procure a like undertaking from his employees, that they will conduct themselves in a professional manner, maintain the professional image of the Company and promote the Company's interests positively in all matters throughout the duration of this Agreement.
- 3.6 The Sub-consultant shall except where listed in Schedules A and B as being provided by the Company and when necessary
- a) Provide all working materials and equipment needed to perform the Services; and
 - b) Pay all expenses in relation to the provision of the Services.
- 3.7 Where the Sub-consultant is given access to the Company's electronic information systems, the Sub-consultant agrees to be bound by the Scott Wilson Electronic

Communications Policy, which forms part of this Agreement. This includes the right of the Company to undertake monitoring of any electronic mail account supplied to the Sub-consultant by the Company to ensure compliance with the policy.

- 3.8 Neither party to this Agreement shall directly or solicit the services of the party's employees, agents or representatives without prior written consent of the other party during the term of this Agreement or for the period of six months after the termination of this Agreement. If during the term of this Agreement or for the period of six months after the termination of this Agreement an employee of either party accepts an offer of employment made by the other party as a result of an introduction in the course of this Agreement, the offering party shall pay to the other party a sum equivalent to six months gross salary of the employee concerned including any monetary bonuses payable to that employee during the term of this Agreement.
- 3.9 The Sub-consultant shall not act or purport to act as agent for the client in relation to any matter unless specifically authorised in writing under this Agreement. The Sub-consultant shall not be entitled to bind the client in any way or to create any liability or cause of action against the client and shall not hold itself as having any such authority or power.

4.0 Liability and Indemnity

- 4.1 The Sub-consultant's liability for costs under this Agreement shall be limited to that proportion of such costs which it would be just and equitable to require the Sub-consultant to pay having regard to the extent of the Sub-consultant's responsibility for the same on the basis that all other parties liable to the Company shall be deemed to have provided contractual undertakings on terms no less onerous than this and shall be deemed to have paid to the Company such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.
- 4.2 The Sub-consultant's liability under this Agreement shall not in any event exceed the liability held by the Company to the Client under the Main Appointment.
- 4.3 The Sub-consultant shall indemnify the Company against every liability which the Company may incur to any other person whatsoever (including liability for death, bodily injury, damage to property and any other loss) and against all claims, demands, proceedings, damages, costs and expenses made or taken against or incurred by the Company in consequence of any breach of this Agreement by the Sub-consultant or by reason of any default, neglect, error, act or omission of the Sub-consultant, its employees, or its agents arising out of or in connection with this Agreement or its performance
- 4.4 Save in respect of death or personal injury the Company shall look only to the Sub-consultant (and not any individual) for redress if the Company considers that there has been any breach of this Agreement. The Company shall not pursue any claims in contract or in tort or statute (including negligence) against any individual as a result of carrying out its obligations under or in connection with this Agreement at any time and whether named expressly in this Agreement or not.
- 4.5 Save in respect of death or personal injury the Sub-Consultant's total aggregate liability under clauses 3.3, 4.3, and any other indemnity is capped at £15,000,000 each and every event.

5.0 Insurance

- 5.1 The Sub-consultant shall from the commencement of this Agreement until 12 years from the Expiry Date or the Termination Date as defined in the Main Appointment whichever is the earlier (provided it remains available in the market on reasonable rates and terms) take out and use reasonable endeavours to maintain professional indemnity insurance for an amount of not less than £10,000,000 for each and every occurrence, except for claims arising from pollution and contamination and date recognition where the amount of £10,000,000 may be on an annual aggregate basis. The Sub-consultant shall immediately inform the Company if such insurance ceases to be available on the terms required by this condition.
- 5.2 The Sub-consultant shall from the commencement of this Agreement until 12 years from the Expiry Date or the Termination Date as defined in the Main Appointment whichever is the earlier take out and maintain public liability insurance for an amount of not less than £10,000,00 for each and every occurrence, except for claims arising from pollution and contamination where the amount of £10,000,000 may be on an annual aggregate basis. The Sub-consultant shall immediately inform the Company if such insurance ceases to be available on the terms required by this condition.
- 5.3 The Sub-consultant shall, before its duties commence, and thereafter when requested by the Company, provide documentary evidence that the insurance cover required under conditions 5.1 and 5.2 is being maintained.

6.0 Intellectual Property

- 6.1 The Sub-consultant assigns to the Company the entire copyright and other proprietary rights in any drawings, details, plans, specifications, schedules, reports, calculations, and any other similar work whatsoever prepared and the design contained in them which have been or are hereafter written, originated, made or prepared by the Sub-consultant in the course of performing the Services always providing that such assignment shall be limited strictly to the works carried out under this Agreement. Where in the Main Appointment there is a requirement for the Company to pass intellectual property rights to the Client, the Sub-consultant agrees that intellectual property rights of material provided by the Sub-consultant under the terms of this Agreement shall pass to the Client in accordance with the terms of the Main Appointment.
- 6.2 The Sub-consultant shall be liable to the Company in respect of losses or damages suffered by the Company as a result of the work of the Sub-consultant being in breach of the copyright of any third party.
- 6.3 The copying of computer software is covered by the Copyright, Designs and Patents Act 1988 and the illegal copying of software beyond that allowed by the licence can lead to civil and criminal proceedings against those responsible. The Sub-consultant warrants to the Company that during or at the end of the currency of the Agreement the Sub-consultant will not illegally copy software or data that is licensed to or owned by the Company or any Scott Wilson company and indemnifies the Company against all proceedings and costs occurring from any such illegal copying.
- 6.4 The Sub-consultant waives any and all moral rights held or to be held by the Sub-consultant in any drawings, details, plans, specifications, schedules, reports, calculations, and any other similar work whatsoever prepared, written, originated, made or prepared by the Sub-consultant in the course of performing the Services.

7.0 Termination Or Suspension

- 7.1 Termination or Suspension of this Agreement will take effect automatically and immediately on the termination or suspension of the Main Appointment
- 7.2 The Company may terminate or suspend the Agreement upon 28 days' notice in writing to the Sub-consultant.
- 7.3 If suspension of the performance of all or any part of the Services exceeds six months, the Sub-consultant may, by giving 28 days notice in writing to the Company, treat the Services or that part of the Services as abandoned and the appointment of

- the Sub-consultant in respect of all or any part of the Services affected shall be automatically terminated.
- 7.4 The Company may terminate the Agreement forthwith, and upon notice in writing to the Sub-consultant, if the Company considers that the Sub-consultant has failed to commence or adequately perform the Services, or is in breach or default of this Agreement, and has failed to rectify any such non-performance, breach or default to the Company's reasonable satisfaction within 14 days' notice from the Company.
- 7.5 Either party may terminate this Agreement in the event of the Insolvency of the other. Notice of termination must be given to the party which is insolvent by the other party.
- 7.6 The Sub-consultant may terminate the Agreement upon giving 28 days notice to the Company in the event of a material breach of the Agreement by the Company and the Company has failed to rectify any such non-performance, breach or default within 14 days' notice from the Sub-consultant.
- 7.7 Upon termination or suspension under sub-clauses 7.1, 7.2 or 7.6 the Sub-consultant shall be paid a fair and reasonable amount on account of the fees and expenses under Clause 2 commensurate with the Services performed to the date of termination or suspension..
- 7.8 Upon termination or suspension under sub-clause 7.4 or 7.5, the Sub-consultant shall be paid as sub-clause 7.7 less any bona fide claims claim of the Company against the Sub-consultant.
- 8.0 Collateral Warranties**
- 8.1 If the Company enters into any deed of collateral warranty with any person or persons having an interest in the Project (including purchasers or tenants of all or part thereof and their mortgagees and successors in title and financiers of the Project) and the work included within the scope of such collateral warranty is wholly or partially carried out by the Sub-consultant pursuant to this Agreement then the Sub-consultant will, when requested by the Company, enter into (a) deed/deed(s) of collateral warranty in favour of the same parties in respect of the Services under this Agreement in the same form mutatis mutandis as the said deed or deeds of collateral warranty entered into by the Company.
- 9.0 Confidentiality**
- 9.1 During the currency of the Agreement the Sub-consultant may have access to Confidential Information regarding the affairs, business interests and other business or project related information of the Company and other companies within the Scott Wilson group and of their clients, customers and business associates, including that of the Client under the Main Appointment. The Sub-consultant warrants to the Company that during the currency of the Agreement and at any time after its termination the Sub-consultant shall not use such Confidential Information other than in the proper performance of the Services and shall not disclose it to any person or persons not entitled to the same. These restrictions shall cease to apply to Confidential Information which is in the public domain otherwise than through a breach of this clause.
- 9.2 The Sub-consultant shall do nothing to cause the Company to be in breach of the Main Appointment, Clauses 31.1 to 31.15 inclusive.
- 9.3 The Sub-consultant shall take all necessary precautions to ensure that all confidential information obtained from the Company or the Client under or in connection with this Agreement:
- 9.3.1 is given only to such of the staff and professional advisors engaged to advise it in connection with the Agreement as is strictly necessary for the performance by the Sub-consultant of the Services and its other obligations under this Agreement and only to the extent necessary for the performance by the Sub-consultant of the Services and its other obligations under this Agreement; and
- 9.3.2 is treated as confidential and not disclosed (without prior approval of the Company) or used by any staff or such professional advisors otherwise than for the purposes of the Agreement.
- 9.4 The Sub-consultant acknowledges that the Client is subject to the requirements of FOISA and the Environmental Information Regulations and shall assist and cooperate with the Client to enable the Client to comply with these Information disclosure requirements. The Client agrees with the Company that it shall comply with the terms of the Code in respect of the discharge of its obligations under FOISA.

- The Sub-consultant shall:
- 9.4.1 transfer the Request for Information to the Client, copied to the company, as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;
 - 9.4.2 provide the Client, copied to the company, with a copy of all Information in its possession or power in the form that the Client requires within five Business Days (or such other period as the Client may specify) of the Client's requesting that Information; and
 - 9.4.3 provide all necessary assistance as reasonably requested by the Client to enable the client to respond to a Request for Information within the time for compliance set out in section 10 of FOISA or regulation 5 of the Environmental Information Regulations.

10.0 Sub-consultant's Personnel

- 10.1 Personnel employed to perform the Services by the Sub-consultant shall have appropriate qualifications and competence and in all respects be acceptable to the Company.
- 10.2 The Sub-consultant shall take all reasonable steps to avoid changes to key personnel assigned to the project.
- 10.3 The Company may at any time require the Sub-consultant immediately to cease to employ in connection with the Services any person who in the opinion of the Company or the Client is undesirable. The Sub-consultant shall replace at the Sub-consultant's cost any such employee with a person of similar grade, qualifications and experience approved by the Company.
- 10.4 The Sub-consultant shall comply with all regulatory requirements appropriate to and required for the performance of the Services and any rules, regulations and instructions from the Client's Representative.

11.0 Materials

The Sub-consultant warrants that he will comply with the Main Appointment relating to the specification of materials.

12.0 Health And Safety

- 12.1 The Sub-consultant shall have in place a Health & Safety Policy as required by current health and safety legislation.
- 12.2 The Sub-consultant shall provide to, and have accepted by, the Company the following items prior to commencement of the Services:-
 - i) A copy of their H&S Policy statement.
 - ii) A copy of their H&S organisation/management structure.
 - iii) Adequate evidence of their H&S arrangements.
 - iv) Details of any risk assessments under the Management of Health & Safety at Work Regulations 1992 as appropriate for the services to be carried out.
 - v) Details to substantiate adequate competence and resources as required by the Construction (Design & Management) Regulations 1994 as appropriate for the services to be carried out.
 - vi) The number of improvement and prohibition notices received over the last three years and, if requested, details of them.
 - vii) The number and type of accidents etc reported under RIDDOR over the last three years and, if requested, details of them.
- 12.3 The Sub-consultant shall agree to be bound by the Company's H&S Policy for any items where its own H&S Policy is of a lesser standard than that of the Company.
- 12.4 Subject to reasonable notice the implementation of the Sub-consultant's H&S Policy shall be open to inspection and audit by the Company at all reasonable times.
- 12.5 Where instructed by the Company, the Sub-consultant shall also comply with all Health & Safety policies of the Client in relation to the Services and to the Project.

13.0 Quality Assurance

- 13.1 The Sub-consultant warrants that all calculations, drawings and other documents provided under this Agreement have been checked by personnel independent of those directly responsible for the work being performed. The Company may on reasonable notice inspect and audit the Sub-consultant's checking procedures.
- 13.2 The Sub-consultant shall ensure the back-up and storage in safe custody of all the Deliverables (as defined in the Main Appointment) in accordance with Good Industry Practice (as defined in the Main Appointment). Without prejudice to this obligation, the Sub-consultant shall submit to the Company for approval its proposals for the back-up and storage in safe custody of the Deliverables and the Company shall be entitled to object if the same is not in accordance with Good Industry Practice. The Sub-consultant shall comply with all such proposals to which the Company has given his or her approval. The Sub-consultant may vary its procedures for such back-up and storage subject to submitting its proposals for change to the Company, who shall be entitled to object on the basis set out above.

14.0 Publicity

- 14.1 The Sub-consultant shall not publish or cause to be published or broadcast or impart to any publication any articles or other material regarding this Agreement or the Services or the Project without the prior written consent of the Company.

15.0 Communications

- 15.1 The Sub-consultant shall observe all reasonable instructions of the Client or the Client's Representative (as defined in the Main Appointment) in relation to this Agreement. The Sub-consultant shall not act upon any instruction from any other party unless confirmed by the Company or Client's Representative in writing. If the Sub-consultant shall receive any such instructions, the Sub-consultant shall notify the Company immediately.
- 15.2 The Sub-consultant shall immediately inform the Company of any direct instructions or directions received from the Client or the Client's Representative.

16.0 Disputes

- 16.1 The Company and the Sub-consultant shall use all reasonable endeavours to settle amicably all disputes arising out of or in connection with this Agreement or in the interpretation thereof.
- 16.2 The Dispute Resolution Procedure, Schedule 8 of the Main Appointment, is hereby incorporated, mutatis mutandis, into this Agreement.
- 16.3 Records of evidence given and opinions expressed in adjudication proceedings shall not be admissible as evidence in any subsequent proceedings solely on the grounds that they were included in such records. Nevertheless, facts once established and agreed upon by the parties may be recorded and then accepted in later proceedings. No person appointed as adjudicator may be called to give witness thereon in any subsequent proceedings.

17.0 General

- 17.1 Neither party shall without the prior written agreement of the other assign or sublet this Agreement or any right or benefit under the same.
- 17.2 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.
- 17.3 This Agreement in writing shall comprise the sole agreement governing relations between the Company and the Sub-consultant, irrespective of any verbal discussions or agreements between the parties. Any changes to this Agreement shall be agreed between the Sub-consultant and the Company and made in writing and signed by a Director of the Company and the Sub-consultant.
- 17.4 If any part of the Agreement is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

- 17.5 Unless determined in accordance with Clause 7, this Agreement shall remain in force until the Sub-consultant has performed the Services to the reasonable satisfaction of the Company
- 17.6 Termination of the Sub-consultant's appointment under this Agreement shall not prejudice or affect the accrued rights or claims of either party.

18.0 Applicable Law

- 18.1 The Company and the Sub-consultant agree that the construction, validity and performance of the Agreement shall be governed by and construed under Scottish Law, and for all matters arising under, out of, or in connection with the Agreement, they shall submit themselves to the non-exclusive jurisdiction of the Scottish Courts.

19.0 Entry Into Force

- 19.1 This Agreement shall enter into force only when all the following conditions have been fulfilled:
- a) it has been signed by both parties;
 - b) the Main Appointment has been signed and has entered into force;
 - c) the Sub-consultant has received written notice from the Company to commence the supply of Services.
- 19.2 The Company makes no warranty or assurance that this Agreement shall enter into force and if it shall not the Sub-consultant shall not be entitled to any compensation or damages whatsoever. For the avoidance of doubt, the Sub-consultant shall be entitled to fees reasonably due for works properly undertaken by the Sub-consultant on the instructions of the Company even if the condition listed in 19.1 (a) has not been fulfilled.

In witness whereof these presents together with Schedules A, B, C & D

executed as follows:

They are executed for and on behalf of the Company by being subscribed for and on behalf of the Company by

KEITH WALLACE

Who is a Director authorised to sign these presents for and on behalf of the Company, before this witness

[Redacted]
11/11/08
Director authorised to sign for and on behalf of the Company

Witness

[Redacted]

G LINDSAY

Full name of witness

CITY POINT 2
TINDRUM ST
GLASGOW

Address of Witness

PROJECT DIRECTOR.

Occupation

They are executed for and on behalf of the Sub-consultant by being subscribed for and on behalf of the Sub-consultant by

PAUL HARRIS [Redacted] 25/07/08

who is ~~director~~/secretary/~~person~~/partner/member authorised to sign these presents for and on behalf of the Sub-consultant, before this witness:-

[Redacted]

Person authorised to sign for and on behalf of the Sub-consultant

Witness

[Redacted]

JANE ROSE

Full name of Witness

3RD FLOOR NOTTINGHAM UNION HOUSE
3 SOUTH PARK
NOTTINGHAM NG1 2ET

Address of Witness

**SCHEDULE A
THE SERVICES**

This following is an amended Schedule One from the Main Appointment indicating the scope of services that the Company may, either in whole or in part, instruct the Sub-consultant to perform on behalf of the Company.

DEFINITIONS

"tie" refers to tie Limited, the Company's Client under the Main Appointment.

"TSS", "TSS Provider", and "Technical Support Services" refer to the Company in its capacity under the Main Appointment. Where, and to the extent, instructed by the Company, the Sub-consultant shall execute the relevant services as though he were the TSS Provider..

APPLICATION OF SCOPE OF SERVICES

The Company, in its capacity as TSS Provider under the Main Appointment, is instructed to perform specific services through a formal process of instruction - "Procedure for TSS Work Authorisation", appended to this Schedule A. The Sub-consultant shall participate in the preparation of CTR's and Staff Approval Forms, referred to in the Procedure, in respect of services falling within the scope outlined in this Schedule A.

The Sub-consultant shall make all CTR submissions to the Company's designated project manager, not directly to tie, and shall not commence performance of any services in connection with a CTR proposal, whether approved by tie or not, until the Sub-consultant has been specifically instructed by the Company's project manager.

The Company shall not be obliged to instruct any, or all, of the services set out in this Schedule A, and shall have no liability to the Sub-consultant should the Company fail to so instruct the Sub-consultant.

The Sub-consultant shall execute services that are instructed by the Company in accordance with the terms and conditions of this Agreement.

GENERAL REQUIREMENTS

The TSS Provider shall make available to tie for the duration of the appointment the technical and commercial expertise and concomitant resource capacity to service and discharge the following functions:

primary responsibility for management and execution of all associated activity, individual tasks and deliverables including assessment, information assembly, advice, structuring and completion with regard to:

- Quality Assurance as set out in Section 2 of this Scope of Services;
- Environmental Compliance as set out in Section 4 of this Scope of Services;
- Safety as set out in Section 3 of this Scope of Services;

responsibility to provide tie with general technical and management support, advice, assistance and specific Deliverables and work product as may be required and commensurate with activities being undertaken during all phases of the Project with regard to:

- Land acquisition, compensation and undertakings as set out in Section 7 of this Scope of Services;
- Commercial matters as set out in Section 8 of this Scope of Services;
- Approvals as set out in Section 9 of this Scope of Services;
- Utilities and third party undertakings and agreements as set out in Section 11 of this Scope of Services;
- Heavy Rail Interface as set out in Section 12 of this Scope of Services;
- Project planning support as set out in Section 13 of this Scope of Services;
- Network Expansion as set out in Section 14 of this Scope of Services.

The TSS Provider shall have the requisite additional resourcing to deploy (on instructions from tie) to take responsibility for tasks (whether within the functions set out in Section 0 or different to these) involving the application of the TSS Provider's core disciplines and expertise in both lead management and execution and support roles. The TSS Provider shall make available

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such additional resourcing as instructed by tie available to commence provision of relevant Services within 10 working days of tie's written request, the make up of such resource to be subject to the prior consent of tie (not to be unreasonably withheld or delayed). Whenever feasible, tie will provide 4 weeks' notice of a requirement for TSS Provider to stand down and/or demobilise resources.

The TSS Provider shall regularly interrogate the Master Project Programme and the programmes of other tie advisors to confirm to tie that programmes are realistic, that resources employed are adequate and that the progress of individual contracts and commissions is meeting the requirements of the Master Project Programme and tie's overall procurement and Project delivery strategy.

The TSS Provider shall be responsible at all times for providing tie with appropriate technical and commercial support as requested by tie with regard to dispute and claims management and resolution. The TSS Provider will report to tie on the validity and quantum of any claim and advise on its effect on Master Project Programme.

TSS shall provide technical assistance in connection with the parliamentary process and passage of the Tram Bills to Royal Assent.

The TSS Provider shall provide tie with specialist advice and documentation review in relation to procurement activities for the Edinburgh Tram Network as required, including:

- preparation of tender documentation;
- as instructed, answering tenderers queries through clarification on technical issues;
- attending tender meetings, presentations and negotiations;
- review of programme proposals and provision of variance reports;
- review of cost plans proposals and provision of variance reports;

The TSS Provider shall provide project wide support to tie's Project team. Key personnel of the TSS Provider are required to liaise regularly with tie and other advisors for the benefit of the Project and the TSS Provider shall co-operate and work with all other tie advisors on a close and proactive basis. This function shall ensure that Project execution and programming are aligned with budgetary requirements. Appendix 2 to this document sets out a non-exhaustive list of key Deliverables for the TSS Provider.

QUALITY ASSURANCE

The TSS Provider shall be responsible to tie for developing an overall quality management strategy with all associated plans to guide Project implementation. In consultation with tie and tie's other advisors, the TSS Provider shall develop a consolidated quality management plan which shall be used by all parties to manage and review project quality. The plan will include recommendations for strategic reviews and quality audits to provide a robust scheme to meet technical and commercial objectives. The quality management plan shall include proposals for a review of all parties' deliverables, both in terms of quality compliance and best practice and of their acceptability in relation to other work streams, in particular the development of System-Wide Preliminary Design Requirements, the detailed design and the Technical Specifications prepared by the SDS Provider.

During the Construction and Installation Phase, the TSS Provider shall carry out sufficient audits of the Infraco, Tram Supplier and the Utilities Diversions Contractor to see compliance with the approved quality assurance plans. The TSS Provider shall report on a regular (to be agreed) basis on compliance with the quality assurance plans, highlighting any non-conformance, agreeing corrective actions and auditing progress on corrective actions. The TSS Provider shall work closely with the Operator in respect of impacts on operational issues.

The TSS Provider shall audit and report to tie on the development by the Infraco and Tram Supplier of procedures and acceptance criteria for successful factory acceptance tests.

The TSS Provider shall develop and manage an appropriate methodology for reporting and certifying that testing, trialling and commissioning has been successfully executed and/or for resolving non compliances.

The TSS Provider shall see that all aspects of the Project are conducted under a co-ordinated quality management regime such that:

- the integrity and intellectual property in all Project technical documentation relating to change is properly safeguarded;
- any and all proposals for change are recorded by the TSS Provider and controlled in the Change Control Register;
- the most up to date versions of documents, drawings and specifications are readily available for all relevant authorised parties to view and use through a centrally hosted appropriate medium;
- all agreed changes are recorded and communicated timeously to the appropriate parties;
- software and the associated release notes are recorded and a copy of that software release is securely held centrally; and
- operational and safety implications are assessed, reported and approved by tie.

The TSS Provider shall administer the Topics Register.

The Topics Register shall be formulated as the central project register of all known issues relating to the design, construction, testing and commissioning, operation and maintenance of the Edinburgh Tram Network such that:

the Topics Register shall record and prioritise all issues as they arise that require to be specifically addressed. TSS Provider shall amend the record as appropriate to track the manner in which recorded issues have been resolved to tie's satisfaction. The TSS Provider is required to add to, or respond to issues as appropriate and lead and co-ordinate regular review meetings at which the Topics Register will be updated and actions assigned; and the TSS Provider shall provide tie on a quarterly basis with an ongoing compilation of a 'project lessons learned' and best practice log (for the Project as well as input to any future development and network expansion). This shall form a living appendix to the Topics Register and the TSS Provider shall advise tie on its application to the Project on an ongoing basis.

The TSS Provider shall monitor and audit comprehensive production by the Infraco (and its E&M System Component suppliers), the Tram Supplier and the Operator of appropriate training plans for operations and maintenance staff (including manuals) and trial running plans.

The TSS Provider shall provide tie, as instructed, with a completion report audit for each significant work package delivered by the SDS Provider and the Infraco and all tram supply made by the Tram Supplier.

The TSS Provider shall review the Infraco's, the Tram Supplier's and the Operator's payment applications upon completion of relevant payment triggers or milestones and certify that in its opinion all documentation and relevant data has been presented to tie and that the payment trigger or milestone has been duly achieved.

The TSS Provider shall audit the Tram Supplier's operation, maintenance and safety manuals and documentation for compliance with the Functional Requirements Specification, the System Integration Plan and the Safety Management Plan.

The TSS Provider shall manage all matters relating to its role under this Agreement as planning supervisor for the purpose of CDM regulations.

The TSS Provider shall review and report to tie in relation to the SDS Provider's System-Wide Preliminary Design Requirements compatibility with the environmental requirements of the Project, in particular existing environmental impact assessments and recommended mitigation measures. The TSS Provider shall monitor Infraco compliance with environmental obligations during the Construction and Installation Phase.

As instructed, the TSS Provider shall support tie, Transport Edinburgh Limited (or tie's assignee) in certain aspects of the management of tie's arrangements with the Operator pursuant to the DPOFA.

SAFETY

The TSS Provider shall be responsible for developing a safety management procedure for tie and putting in place all associated plans:

develop and maintain the initial safety justification strategy and documentation as prepared by the SDS Provider, Infraco, the Operator and tie, using Goal Structured Notation (GSN), and define the proposed arguments and the required supporting evidence to be provided. The TSS Provider shall proceed to undertake comprehensive safety analysis to allow the TSS

Provider to develop the Safety Management Plan concurrent with the design to prove that the Edinburgh Tram Network is acceptably safe;
utilising information provided by all relevant parties produce a migration plan for the Safety Management Plan that shows constructability and commissioning as well as user training and compliance with programmed dates for entering operational and public service;
audit that the SDS Provider has undertaken such safety analysis that will allow development of the Safety Justification Document concurrent with the detailed design to prove that the system once constructed and operational will be acceptably safe;
audit and review the Testing and Commissioning Plan and provide observation, monitor progress and advise on safety and quality implications throughout the Construction and Installation Phase;
ensure that there is a co-ordinated approach between the Infraco and the Operator to managing safety throughout the Construction and Installation Phase; and
support, co-ordinate and conclude early safety engineering activities such that 'safety' requirements are identified, assessed for risk and a hazard log initiated.
The TSS Provider shall ensure that there is a co-ordinated approach to managing safety during the Commissioning and Defects Resolution Phase. This shall include the production by the TSS Provider (and agreement with Infraco, SDS Provider, Operator and tie) of a pre-operational safety management strategy before commencement of trial running.
The TSS Provider from appointment onwards shall act as the planning supervisor in accordance with CDM requirements throughout all phases of the Project. This shall include the establishment, maintenance and upkeep of the Project Health and Safety File.
The TSS Provider, assisted by the Operator and the SDS Provider, shall establish the monitoring and recording of the safety management system on behalf of tie for all critical design, construction, trial running, operation, maintenance and safety information. In addition, the TSS Provider will lead the development of key safety performance indicators (KPIs) for inclusion within the Infraco, Tram Supply, the DPOFA and other relevant contracts against which safety performance can be benchmarked and assessed contractually.

ENVIRONMENTAL COMPLIANCE

The TSS Provider shall advise tie in relation to all Project related environmental matters which arise from the design, construction, commissioning (or decommissioning) operation and maintenance of The Edinburgh Tram Network and shall be responsible for putting in position an Environmental Compliance procedure for tie with all associated plans.

The TSS Provider shall carry out a comprehensive audit of Environmental Compliance measures planned during the development phase of the Project, determine any discrepancies and recommend action to eliminate or mitigate such discrepancies in the most time and cost effective manner consistent with Parliamentary Undertakings, Consents, Approval Body requirements and third party commitments made by tie and develop and maintain an Environmental Compliance Plan.

The TSS Provider shall provide expert evidence on Environmental Compliance, if required, for the parliamentary process.

The TSS Provider shall review in detail the SDS Provider's work product in terms of Environmental Compliance and shall also monitor the Infraco and the Tram Supplier in relation to satisfaction of Environmental Compliance, in particular through construction methodology, Code of Construction Practice and vehicle operating characteristics.

The TSS Provider shall be competent to represent tie in any inquiry, hearing or application before an Approval body concerned with Environmental Compliance.

SYSTEM ACCEPTANCE CRITERIA LAND ACQUISITION, COMPENSATION AND UNDERTAKINGS

Under specific instruction from tie, the TSS Provider shall be responsible for reviewing the status of objections to the Tram Bills and thereafter making recommendations (in the form of an objections management plan) to tie, with a view to ensuring so far as possible that any objections are resolved timeously to a sufficient degree thus avoiding or minimising the following risks:

- abortive advanced purchase of properties;
- blighting of property;
- the purchase of whole properties where only part is required;
- restriction on exercise of compulsory purchase powers, which may constrain the alignment of the Edinburgh Tram Network;
- a requirement to reroute the alignment of the Edinburgh Tram Network, resulting in significant delay whilst new powers are sought;
- the provision of expensive environmental mitigation measures beyond those promoted; or
- a recommendation of the Scottish Parliament following Consideration Stage that the Tram Bills should not be permitted to proceed.

In particular, the TSS Provider shall:

review comprehensively tie's existing process and forward plan for managing the resolution of objections and recommend such amendments to that process as it considers prudent to avoid or minimise the risks detailed above;

identify and undertake a review of key design issues which impact on the objectors to the Tram Bills and thereafter prepare a management plan for the resolution of such design issues and submit this for tie's approval to permit the provision of instructions to the SDS Provider accordingly;

identify and carry out a review of any other outstanding issues or tasks required to avoid or minimise the risks detailed above;

report to tie on human resources deployment required to action all identified tasks; and generally investigate and report to tie any solutions or recommendations for minimising any adverse affects arising as a result of objections, including delays from addressing Parliamentary Undertakings, resolving objections, changes to the route alignment and claims for compensation.

The TSS Provider shall, as instructed:

review the land-take required for both Line One and Line Two taking into account any amendments to the design under development by the SDS Provider and provide a report setting out its conclusions. The TSS provider shall arrange, if requested by tie, for an independent review of the compensation cost estimate for acquiring such land, both on the basis that the land has to be compulsorily acquired and on the basis that land is acquired by mutual agreement, that the estimate include for all foreseeable compensation liabilities; in relation to land and compensation, update as necessary tie's risk register to take account of any recommendations implemented by tie, risks which have been mitigated and any new risks identified; and

The TSS Provider shall support, as instructed, all action necessary to:

manage, implement and close out satisfactorily on behalf of tie all negotiations with third parties related to land acquisition (or temporary use) and compensation and in relation to Parliamentary Undertakings;

monitor the implementation by Infraco (and SDS Provider) of all measures agreed with third parties as part of compensation payable or undertakings to secure non objection to the Tram Bills;

liaise with affected third parties to ascertain and safeguard their satisfaction regarding tie's performance of any relevant commitments.

in the event that tie instructs accordingly, the TSS Provider shall mobilise appropriate resource to assume lead responsibility for the set of tasks set out in 0 above.

COMMERCIAL SUPPORT

In consultation with all other tie advisors, the TSS Provider shall be responsible for supporting tie in the development and management of the Project Cost Plan.

The form of the Project Cost Plan and format of regular cost reports shall be recommended by the TSS Provider and require the approval of tie. The TSS Provider shall make proposals for reviewing and auditing these costs to ensure they are comprehensive in scope and reflect the realities of the scheme;

The TSS Provider shall assist tie in the co-ordination and profiling of Project costs with the Master Project Programme to phase expenditure to appropriate realistic timescales for implementation, operation, maintenance and renewals;

The TSS Provider shall report on the status of the Project and Project costs at monthly intervals to confirm the completeness and quality of the Project Cost Plan and shall agree with tie (with the support of other advisors) consistent and appropriate use of whole life costing, quantified risk assessments and NPV calculations;

Review and audit by the TSS Provider will include Project development costs as well as appropriate approaches to the application of contingency and optimism bias as agreed with tie.

The TSS Provider shall implement and manage the process of change control on behalf of tie, developing an agreed process for reporting early on change control on the Infraco Contract, Tram Supply Contract and SDS Agreement and maintaining the Change Control Register.

The TSS Provider shall support value engineering and value management processes on behalf of tie throughout all phases of the implementation of the Project .

The TSS Provider shall adopt a process of risk management which shall include preparing technical and commercial risk allocation matrices for the proposed procurements to demonstrate the risk retention, sharing and transfer.

The TSS Provider shall monitor and collate the performance by the Operator and Infraco against the agreed KPIs on the applicable contractual basis. This shall include the monitoring and reporting of any corrective actions taken in respect of health and safety.

TSS Provider shall contribute to providing input to information initiatives and formal stakeholder reporting (for example: media releases, newsletters, web site, parliamentary briefings and Scottish Executive funding approval process) and shall assist with the development, refinement and maintaining of a communications protocol for dealing with all stakeholders affected by the design and future construction of the Edinburgh Tram Network.

The TSS Provider, in association with the SDS and Infraco, shall throughout the duration of the Project gather together a set of productivity rates for utilisation with the planning and costing of the ongoing development and modification of the Edinburgh Tram Network.

The TSS Provider shall:

Required Action from the TSS Provider	Timing/Frequency applicable to the SDS Provider/Infraco (For information to the TSS Provider)	Timing/Frequency applicable to the TSS Provider
Lead the review of the adequacy and application of the project risk management plan to be developed by the SDS Provider/Infraco in accordance with the SDS Agreement/Infraco Contract. This plan should confirm the objectives of the plan, the roles and responsibilities of the SDS Provider/Infraco, the definitions of risk categorisation and impact, the risk management process and how the plan will be applied throughout the scheme development design, procurement and construction phases of the Edinburgh Tram	Plan will be issued by the SDS Provider to the Client (as defined in the SDS Agreement) within 1 month of the effective date of the SDS Agreement and shall be maintained by the SDS Provider/Infraco throughout the term of the SDS Agreement/Infraco Contract.	Ongoing review process to start within 1 month of the Effective Date. Review report to be issued bi-annually by the TSS Provider to tie's risk manager (as notified by tie from time to time) throughout the term of the

Required Action from the TSS Provider	Timing/Frequency applicable to the SDS Provider/Infraco (For information to the TSS Provider)	Timing/Frequency applicable to the TSS Provider
<p>Network. This plan should indicate the critical success factors, key areas of focus and individuals involved.</p> <p>The TSS Provider shall also prepare a report for tie setting out a review of the project risk management plan.</p>		Agreement
<p>Lead the review of the adequacy and application of the assumptions register to be developed by the SDS Provider/Infraco in accordance with the SDS Agreement/Infraco Contract. This register should record all capex, opex, lifecycle, revenue, programme, quality, functionality and approvability assumptions and consequent risks to the Edinburgh Tram Network throughout the scheme development, design procurement and construction phases of the Project.</p> <p>The assumptions register will also be used by the SDS Provider/Infraco to contribute to the project risk register referred to below.</p>	<p>Format of the assumptions register to be agreed with the Client's (as defined in the SDS Agreement) designated risk manager within 1 month of the effective date of the SDS Agreement and will be maintained by the SDS Provider/Infraco throughout the term of the SDS Agreement/Infraco Contract</p>	<p>Input from the TSS Provider to commence within 1 month of the Effective Date and continue throughout the term of the Agreement</p>
<p>Maintain close liaison with tie, the tie project team, the Operator, Infraco, the stakeholders, the Tram Supplier and tie's technical, legal, financial and other advisors, regarding risk matters. Liaison to include attendance at risk management meetings facilitated by the SDS Provider/Infraco to support the scheme development, design, procurement and construction phases of the Edinburgh Tram Network.</p> <p>Liaison to include assistance with the risk identification procedure which will be carried out by tie and attendance at management workshops facilitated by the SDS Provider/Infraco to allow a sharing of previous experience.</p>	<p>Monthly meeting with the Client (as defined in the SDS Agreement)/tie and ongoing liaison with tie's project team, the Operator, stakeholders, the Tram Supplier and tie's technical, legal, financial and other advisers throughout the term of the SDS Agreement/Infraco Contract</p>	<p>Monthly meeting with tie's project team (as notified to the TSS Provider from time to time) and ongoing liaison with tie's project team, the Operator, stakeholders, the Infraco, the Tram Supplier and tie's technical, legal and other advisers throughout the term of the Agreement</p>
<p>Lead the review of the adequacy and application of the project risk register to be developed by the SDS Provider/Infraco in accordance with the SDS Agreement/Infraco Contract. This register should summarise all capex, opex, lifecycle, revenue, programme, quality, functionality and approvability risks to the Edinburgh Tram Network and the proposed</p>	<p>Format of the project risks register with the Client's (as defined in the SDS Agreement) designated risk manager within 1 month of the effective date of the SDS Agreement. The project risk register is to be maintained, updated and circulated to parties designated by the</p>	<p>Input to commence within 1-month of the Effective Date and continue throughout the term of the Agreement</p>

Required Action from the TSS Provider	Timing/Frequency applicable to the SDS Provider/Infraco (For information to the TSS Provider)	Timing/Frequency applicable to the TSS Provider
<p>mitigation of these risks.</p> <p>The project risk register should include analysis of each risk in terms of 'likelihood' and 'impact' prior to and following mitigation, responsible owner of each risk and graphical summaries of risk profile. Risks to be addressed should include strategic, commercial, economic, legal and regulatory, organisational, environmental, technical, operational and infrastructure risks.</p>	<p>Client (as defined in the SDS Agreement)/tie on a bi-monthly basis throughout the SDS Agreement/Infraco Contract</p>	
<p>Lead the audit of the scheme design and prepare a design diligence risk report based upon the SDS Provider's/Infraco's deliverables under the SDS Agreement/Infraco Contract highlighting those areas that do not meet tie's specification requirements as set out in the SDS Agreement/Infraco Contract, those that require substantial development, those that require some development but are largely satisfactory and those that meet or exceed tie's specification for each key system component. The report shall be in the form required by tie's risk manager (as notified by tie from time to time)</p> <p>The report to be provided by the TSS Provider shall, in addition to the matters referred to above, specifically refer to material commercial, safety and reliability matters.</p> <p>Such report shall include a simple scorecard system, the format of which will be agreed with tie's risk manager (as notified by tie from time to time) to allow presentation to the tie Board,</p>		<p>Agree format of report and scope and format of audits within 3 months of Effective Date. Reports to be delivered at quarterly intervals throughout the term of the Agreement</p>
<p>The SDS Provider/Infraco is required pursuant to the SDS Agreement/Infraco Contract to prepare and submit a risk progress report to the Client (as defined in the SDS Agreement)/tie on the status of risk management and mitigation, giving a summary of new risks identified, new assumptions, key matters to be resolved and achievements.</p> <p>The report to be provided by the SDS Provider/Infraco should indicate "Red-</p>	<p>Format of the risk progress report with the Client's (as defined in the SDS Agreement) designated risk manager within 1-month of the effective date of the SDS Agreement and submit monthly reports to the said risk manager throughout the term of the SDS Agreement/Infraco Contract</p>	<p>Agree format of the TSS Provider's required monthly risk report with tie's designated risk manager (as notified to the TSS Provider from time to time) within 1-month of the Effective Date and submit monthly</p>

Required Action from the TSS Provider	Timing/Frequency applicable to the SDS Provider/Infraco (For information to the TSS Provider)	Timing/Frequency applicable to the TSS Provider
<p>Amber-Green" (RAG) status on key components including planning permissions, specification compliance, incomplete design, programme for outstanding work, adequacy of investigations and surveys, constructability, compliance with the CDM Regulations, Design Manual compliance, optimisation of run-time, interface design, Parliamentary objector concession, approvals which require to be obtained from the Client or the Client's Representative (as such terms are defined in the SDS Agreement) or tie/tie's Representative by the SDS Provider/Infraco, Consents and certification.</p> <p>The TSS Provider shall review and comment on the SDS Provider/Infraco risk progress report and additionally provide a monthly progress report on risk matters.</p>		<p>report to tie throughout the term of this Agreement</p>
<p>Lead the review of the adequacy of the cost and programme contingency report to be developed by the SDS Provider/Infraco in accordance with the SDS Agreement/Infraco Contract. This report should indicate the recommended capital cost and programme contingency allowances to be considered and summarise the recommended mitigation for the construction and installation phase, the commissioning and defects resolution phase (under the Infraco Contract) and the operational phase, including details of any residual development risks.</p> <p>The report to be provided by the SDS Provider/Infraco should include a detailed quantitative risk analysis using the Monte Carlo simulation (<i>@RISK4.5 and Pertmaster Project Risk or equivalents</i>) for both cost and programme components and should contain a review of the deliverables required under the SDS Agreement/Infraco Contract and should highlight where the project contingencies may be inadequate or exceeded, where the delivery programme may be in jeopardy and</p>	<p>Final report to be submitted to the Client (as defined in the SDS Agreement) within 1-month prior to publication of OJEU notice (as notified by the Client to the SDS Provider) in respect of the Infraco Contract. Report to be updated by the SDS Provider/Infraco on quarterly basis thereafter throughout the term of the SDS Agreement/Infraco Contract and submitted to the Client's/tie's designated risk manager (as appropriate).</p>	<p>Input to ensure final report within 1-month prior to publication of OJEU notice (as notified by tie to the TSS Provider) in respect of Infraco Contract. Input thereafter required in order to ensure that SDS Provider/Infraco meets requirement to update report on quarterly basis thereafter throughout the term of the Agreement.</p>

Required Action from the TSS Provider	Timing/Frequency applicable to the SDS Provider/Infraco (For information to the TSS Provider)	Timing/Frequency applicable to the TSS Provider
options for resolution.		
<p>Lead the review of the adequacy of the design construction risk report to be provided by the SDS Provider pursuant to the SDS Agreement. This report should indicate the risks to be considered by Infraco during remaining scheme development and construction including construction sequence, construction methodologies, access, quality, approvals, security, safety, public relations and compliance with Parliamentary Bill and objector requirements.</p> <p>The TSS Provider shall provide marked-up comments on the report provided by the SDS Provider and indicate areas for further development by the SDS Provider.</p>	<p>Final report to be submitted to the Client's (as defined in the SDS Agreement) designated risk manager within 1-month prior to appointment of Infraco.</p>	<p>Input to ensure delivery of final report within 1-month prior to appointment of Infraco.</p>
<p>Lead the review of adequacy of the design operation risk report to be provided by Infraco pursuant to the Infraco Contract. This report should indicate the risks to be considered by the Operator during remaining scheme development, the construction and installation phase, the commissioning and defects resolution phase under the Infraco Contract and the operational phase, including maintenance, lifecycle replacement, quality, approvals including HMRI, security, safety, public relations and compliance with Parliamentary Bill and objector requirements.</p> <p>The report to be provided by Infraco should also include HAZOP risk assessment for the scheme and detailed contingency plans.</p> <p>The TSS Provider shall provide marked-up comments on the report provided by Infraco and indicate areas for further development by Infraco.</p>	<p>Infraco to submit final report within 3-months prior to start of the commissioning and defects resolution phase under the Infraco Contract.</p>	<p>Input to ensure delivery of final report within 3-months prior to start of commissioning and defects resolution phase under the Infraco Contract.</p>

APPROVALS

The TSS Provider shall provide support to tie by monitoring and reporting the progress of the SDS Provider and Infraco in obtaining and maintaining all Consents to enable construction, installation and commissioning works to proceed, including temporary and permanent traffic regulation orders (during Construction and Installation Phase, Commissioning and Defects Resolution and Operations).

The TSS Provider shall monitor and report to tie on the acceptability of any changes proposed by the Infraco, SDS Provider or the Operator in connection with Consents.

The TSS Provider shall, as may be required by tie, provide additional resource to the Planning and Roads Authorities and generally to City of Edinburgh Council to assist with the timely management of Consents, in particular to support the efficient processing of CEC approvals and Planning Permissions during the Requirements Definition, Preliminary Design and Detailed Design Phases of the SDS Provider's commission.

The TSS shall support tie, as instructed, in liaising with CEC, Historic Scotland, World Heritage Trust, Scottish Natural Heritage, SEPA and other Approval Bodies, Relevant Parties or other parties whose formal or informal Consent is required for the Project.

UTILITIES AND THIRD PARTY UNDERTAKINGS

The TSS Provider shall provide assistance to tie in connection with the management of an advanced utilities diversion programme. This assistance shall include:

- the appointment of the Utilities Diversions Contractor;
- assessing the need for data relating to the presence and location of all buried and above ground utility services;
- agreeing with affected parties the need for and extent of diversions;
- undertaking critical design and developing a strategy for all utilities diversions to minimise diversion requirements;
- ensuring appropriate servitudes for access and related possessions planning and management;
- providing technical support for the parliamentary process;
- maintenance of an emergency contact list and a 24 hour incident report and Help Desk facility during execution of all advanced utilities diversion works.

The TSS Provider shall be responsible for arranging and managing activities required to support the utilities diversion process including Roads Authorities Consent, Lothian and Borders police notifications, traffic management plans/traffic regulation orders and site meetings. Where third party works (such as routine maintenance or the current Capital Streetworks Programme) are proposed along the alignment of the Edinburgh Tram Network, prior to the appointment of the Infraco or the commencement of any works by the Utilities Diversion Contractor, the TSS Provider shall, in conjunction with the SDS Provider, review the implications and benefits of procuring any advance utility diversion works and advise tie accordingly.

The TSS Provider shall support the procurement of any such agreed advance utility diversions (or similar works) on behalf of tie. The TSS Provider shall assist tie in the tendering process including the provision of input in relation to the OJEU Notice, the setting of evaluation criteria for short-listing of bidders, evaluation of pre-qualification submissions, attendance at presentations, preparation of technical tender documentation and tender evaluation.

TSS shall assist tie in managing the efficient and full discharge of all third party commitments and Parliamentary Undertakings in relation to objectors and affected third parties.

HEAVY RAIL INTERFACE

The TSS Provider shall support tie in relation to the interface between Network Rail and the Project in order to achieve and implement appropriate agreements with Network Rail. The TSS Provider shall review and recommend to tie for approval, any proposals by the SDS Provider which affect the interface with Network Rail.

During the Construction and Installation Phase and the Commissioning and Defects Resolution Phase, the TSS Provider shall maintain an overview of all relevant railway matters (involving both the Infraco, SDS Provider and the Operator as it determines appropriate) to safeguard tie's position with regard to future operation of the Edinburgh Tram Network.

The TSS Provider shall assist tie, as required, with the protection, co-ordination and efficient management of the Possessions Strategy and due attendance at all relevant meetings with Network Rail.

The TSS Provider shall review the Network Rail asset investigation study and preparation of accurate engineering drawings for input into the detailed design process and Network Rail agreements with tie.

The TSS Provider shall assist and support tie in connection with Project interface with all Heavy Rail Parties where technical and/or commercial tasks are required.

PROJECT PLANNING SUPPORT

The TSS Provider shall assist tie in the preparation and use at all stages of the Project of a series of master management plans, (as well as the Master Project Programme) incorporating nested management plans from Infraco, the Tram Supplier, the SDS Provider, the Operator and other tie technical advisors including; safety management/engineering, cost estimating and control, project management, environmental management, configuration management, verification and validation.

NETWORK EXPANSION

Upon instruction and in association with tie's other advisors, the TSS Provider shall provide guidance and assistance to tie on outline feasibility in respect of any proposed modification or expansion to the Edinburgh Tram Network. The TSS Provider shall assist tie, if required, to promote acquisition of requisite legal authority and funding, and to procure and manage the implementation of such modification or expansion works.

PROGRAMME PHASING STRUCTURE

APPENDIX 1

Stage Build	Description	Sector	Sub-sector	Criticality	Commissioning Sequence for Trial Running (Line 1&2 and Line 2 only)	Commissioning Sequence for Trial Running (Line 1 only)	Preliminary Design Approved By	Detailed Design Approved By			
ARP	Airport - Gogarburn	ARP1	Airport - Gogarburn (inc)		C	3		28-Feb-06	30-Sep-06		
DHY	Depot - Haymarket	DHY1	Gogaburn (exc) - Gyle & Depot (inc)		A1	1		30-Nov-05	30-Mar-06		
		DHY2	Gyle (exc) - Edinburgh Park (inc)		C			28-Feb-06	30-Sep-06		
		DHY3	Edinburgh Park (exc) - South Gyle Access (inc)		C	2		28-Feb-06	30-Sep-06		
		DHY4	South Gyle Access (exc) - Saughton Road North (inc)		C			28-Feb-06	30-Sep-06		
		DHY5	Saughton Road North (exc) - Murrayfield (exc)	DHY5a	Saughton Road(exc)-Balgreen Road(inc)		B			30-Jan-06	30-May-06
				DHY5b	Balgreen Road(exc)-Murrayfield(exc)					30-Jan-06	30-May-06
		DHY6	Murrayfield (inc) - Haymarket (inc)		A(2)	3		30-Nov-05	30-Mar-06		
HOT	Haymarket - Ocean Terminal	HOT1	HOT1a	Haymarket(exc)-Shandwick Place(inc)		A(1)	4	3 (section now includes Haymarket Tramstop)	30-Nov-05	30-Mar-06	
			HOT1b	Shandwick Place(exc)-Princes St West(inc)							
			HOT1c	Princes St West(exc)-Waverley Bridge(inc)							
			HOT1d	Waverley Bridge(exc)-St. Andrew SQ.(inc)							
		HOT2	St. Andrew SQ.(exc)-Picardy Place(inc)		A(2)	4	3	30-Nov-05	30-Mar-06		
		HOT3	Picardy Place (exc) - Foot of the Walk (inc)	HOT3a	Picardy Place(exc)-MacDonald Rd(inc)		A(2)	5	2	30-Nov-05	30-Mar-06
				HOT3b	MacDonald Rd(exc)-Balfour St(inc)						
				HOT3c	Balfour St(exc)-Foot of the Walk(inc)						
		HOT4	Foot of the Walk (exc) - Ocean Drive (inc)	HOT4a	Foot of the Walk(exc)-Constitution St(inc)		A(3)	6	1	30-Nov-05	30-May-06
				HOT4b	Constitution St(exc)-Ocean Drive(inc)						
		HOT5	Ocean Drive (exc) - Ocean Terminal (inc)		A(3)	6	1	30-Nov-05	30-May-06		

Stage Build	Description	Sector	Sub-sector	Criticality	Commissioning Sequence for Trial Running (Line 1&2 and Line 2 only)	Commissioning Sequence for Trial Running (Line 1 only)	Preliminary Design Approved By	Detailed Design Approved By			
		HOT6	Leith Depot & Connections		D	5	1	30-Mar-06	30-Nov-06		
HCT	Haymarket - Crewe Toll	HCT1	Haymarket (exc) - Crewe Toll (inc)	HCT1a	Roseburn Jct(exc)-Roseburn(inc)	D	4	4	30-Mar-06	30-Nov-06	
				HCT1b	Roseburn(exc)-Ravelston Dykes(inc)						30-Mar-06
				HCT1c	Ravelston Dykes(exc)-Craigleith(inc)						30-Mar-06
				HCT1d	Craigleith(exc)-W.General Hosp-Crewe Toll(inc)						30-Mar-06
CTO	Crewe Toll - Ocean Terminal	CTO1	Crewe Toll (exc) - Granton Square (inc)	CTO1a	Crewe Toll(exc)-W. Granton(inc)	D	5	5	30-Mar-06	30-Nov-06	
				CTO1b	W. Granton(exc)-Caroline Pk(inc)						30-Mar-06
				CTO1c	Caroline Pk(exc)-Granton Waterfront(inc)						30-Mar-06
				CTO1d	Granton Waterfront(exc)-Granton Sq.(inc)						30-Mar-06
		CTO2	Granton Square (exc) - Ocean Terminal (inc)	CTO2a	Sea Wall Survey	A1	6	6	30-Nov-05	28-Feb-07	
				CTO2b	Granton Sq.(exc)-Lower Granton Rd	E	6	6	30-Mar-06		
				CTO2c	Lower Granton Rd-Newhaven Rd						
				CTO2d	Newhaven Rd-Ocean Terminal(exc)						
GNB	Gogarburn - New bridge	GNB1	Gogarburn (exc) - Newbridge (inc)		F	7		30-Mar-06	28-Feb-07		
Stage Build	Description	Sector	Sub-sector	Criticality	Commissioning Sequence for Trial Running (Line 1&2 and Line 2 only)	Commissioning Sequence for Trial Running (Line 1 only)	Preliminary Design Approved By	Detailed Design Approved By			
ARP	Airport - Gogarburn	ARP1	Airport - Gogarburn (inc)		C	3		28-Feb-06	30-Sep-06		
DHY	Depot - Haymarket	DHY1	Gogaburn (exc) - Gyle & Depot (inc)		A1	1		30-Nov-05	30-Mar-06		
		DHY2	Gyle (exc) - Edinburgh Park (inc)		C			28-Feb-06	30-Sep-06		

Stage Build	Description	Sector	Sub-sector	Criticality	Commissioning Sequence for Trial Running (Line 1&2 and Line 2 only)	Commissioning Sequence for Trial Running (Line 1 only)	Preliminary Design Approved By	Detailed Design Approved By		
		DHY3	Edinburgh Park (exc) - South Gyle Access (inc)		C	2		28-Feb-06	30-Sep-06	
		DHY4	South Gyle Access (exc) - Saughton Road North (inc)		C			28-Feb-06	30-Sep-06	
		DHY5	Saughton Road North (exc) - Murrayfield (exc)	DHY5a	Saughton Road(exc)-Balgreen Road(inc)	B		30-Jan-06	30-May-06	
				DHY5b	Balgreen Road(exc)-Murrayfield(exc)			30-Jan-06	30-May-06	
		DHY6	Murrayfield (inc) - Haymarket (inc)		A(2)	3		30-Nov-05	30-Mar-06	
HOT	Haymarket - Ocean Terminal	HOT1	Haymarket (exc) - St. Andrew Square (inc)	HOT1a	Haymarket(exc)-Shandwick Place(inc)	A(1)	4	3 (section now includes Haymarket Tramstop)	30-Nov-05	30-Mar-06
				HOT1b	Shandwick Place(exc)-Princes St West(inc)					
				HOT1c	Princes St West(exc)-Waverley Bridge(inc)					
				HOT1d	Waverley Bridge(exc)-St. Andrew SQ.(inc)					
		HOT2	St. Andrew SQ.(exc)-Picardy Place(inc)		A(2)	4	3	30-Nov-05	30-Mar-06	
		HOT3	Picardy Place (exc) - Foot of the Walk (inc)	HOT3a	Picardy Place(exc)-MacDonald Rd(inc)	A(2)	5	2	30-Nov-05	30-Mar-06
				HOT3b	MacDonald Rd(exc)-Balfour St(inc)					
				HOT3c	Balfour St(exc)-Foot of the Walk(inc)					
		HOT4	Foot of the Walk (exc) - Ocean Drive (inc)	HOT4a	Foot of the Walk(exc)-Constitution St(inc)	A(3)	6	1	30-Nov-05	30-May-06
				HOT4b	Constitution St(exc)-Ocean Drive(inc)					
HOT5	Ocean Drive (exc) - Ocean Terminal (inc)		A(3)	6	1	30-Nov-05	30-May-06			
HOT6	Leith Depot & Connections		D	5	1	30-Mar-06	30-Nov-06			
HCT	Haymarket - Crewe Toll	HCT1	Haymarket (exc) - Crewe Toll (inc)	HCT1a	Roseburn Jct(exc)-Roseburn(inc)	D	4	4	30-Mar-06	30-Nov-06
				HCT1b	Roseburn(exc)-Ravelston Dykes(inc)				30-Mar-06	
				HCT1c	Ravelston Dykes(exc)-Craighleith(inc)				30-Mar-06	
				HCT1d	Craighleith(exc)-W.General Hosp-Crewe Toll(inc)				30-Mar-06	

Stage Build	Description	Sector		Sub-sector		Criticality	Commissioning Sequence for Trial Running (Line 1&2 and Line 2 only)	Commissioning Sequence for Trial Running (Line 1 only)	Preliminary Design Approved By	Detailed Design Approved By
CTO	Crewe Toll - Ocean Terminal	CTO1	Crewe Toll (exc) - Granton Square (inc)	CTO1a	Crewe Toll(exc)-W. Granton(inc)	D	5	5	30-Mar-06	30-Nov-06
				CTO1b	W. Granton(exc)-Caroline Pk(inc)				30-Mar-06	
				CTO1c	Caroline Pk(exc)-Granton Waterfront(inc)				30-Mar-06	
				CTO1d	Granton Waterfront(exc)-Granton Sq.(inc)				30-Mar-06	
		CTO2	Granton Square (exc) - Ocean Terminal (inc)	CTO2a	Sea Wall Survey	A1	6	6	30-Nov-05	28-Feb-07
				CTO2b	Granton Sq.(exc)-Lower Granton Rd	E	6	6	30-Mar-06	
				CTO2c	Lower Granton Rd-Newhaven Rd					
				CTO2d	Newhaven Rd-Ocean Terminal(exc)					
GNB	Gogarburn - New bridge	GNB1	Gogaburn (exc) - Newbridge (inc)			F	7		30-Mar-06	28-Feb-07

APPENDIX 2
Key Deliverables

Quality Management Plan

Master Project Management Plan

Safety Management Plan

Health and Safety File

Change Control Register

Environmental Compliance Plan

Topics Register

End of project reports audits, on completion of significant work packages

Certificates of InfraCo milestone completion

Testing and Commissioning Plan

System Integration Plan Topic Audit

SCHEDULE B
The Fee

FEES

- 1.1 Fees for the performance of the Services shall be time-based fees.
- 1.2 Time-based fees shall be calculated by multiplying the Contract Hourly Rates set out in the table below by a factor of **0.95** for the Sub-consultant's staff concerned and then multiplying the resultant rate by the number of hours reasonably spent by such persons in performing the Services.

Name	Grade / Description	Contract Hourly Rate
Land Acquisition, Compensation and Undertakings Property Lead / Support Services		
	Lead Chartered Surveyor Property Advisor	£75.00
	Senior Chartered Surveyor Property Advisor	£60.00
	Graduate Surveyor	£42.00
Risk Management Lead Support Services		
	Lead Risk Manager	£114.00
Commercial Function Support Services		
	Senior Quantity Surveyor	£88.00
	Graduate Quantity Surveyor	£38.00
	Intermediate Grade Quantity Surveyor	£63.00
	Junior Quantity Surveyor	£30.00
Utility Function Support Services		
	Senior Utilities Engineer	£135.00
	Principle Utilities Engineer	£80.00
	Graduate Utilities Engineer	£40.00

- 1.3 The Hourly Rates are fixed until the last day of 2009, thereafter they shall be adjusted by the same amount or proportion, if any, that the Client agrees to adjust the Contract Hourly Rates under the Main Appointment. The Sub-consultant shall record the number of hours reasonably spent by such persons on timesheets. In the case of any disagreement between the Sub-consultant and the Company as to the number of hours that should reasonably have been spent by such persons in connection with the Services, the Company's decision shall be final.

1.4 Discounts

The following discounts will apply to the Contract Hourly Rates for call-off hours in the following bands irrespective of grade and whether any part of the cumulative hours on the Project are provided by the TSS Provider or other TSS Provider Parties. Where a discount is applicable, it shall be applied to the Contract Hourly Rates prior to the application of the factor prescribed in 1.2 above.

Support Services	Discount on Rate
Land and Property Lead and Support from 2501-5000 hours	-£1.20
Land and Property Lead and Support from 5001-7500 hours	-£1.81
Land and Property Lead and Support above 7500 hours	-£3.01
Commercial support from 2501-5000 hours	-£1.50
Commercial support from 5001-7500 hours	-£2.00
Commercial support above 7500 hours	-£4.00
Utility Support above 2501 hours	-£1.30

EXPENSES

- 2.1 Except as may be payable under 3.2 below, expenses are not reimbursable separately to the Sub-consultant, they are deemed included in the hourly rates.

ADDITIONAL FEES

- 3.1 No additional fees will be paid without prior written agreement.
- 3.2 To the extent that the same are applicable to the performance by the Sub-Consultant of its obligations hereunder the Sub-consultant shall be entitled under this Agreement to the same contractual benefits and the Company shall use all reasonable endeavours to procure from the Client for the benefit of the Sub-consultant such contractual benefits, if any, as may be claimable in accordance with the Main Appointment on account of:
- any expenses or disbursements which are reimbursable thereunder; or
 - payment or additional payments in respect of compliance with any instruction or direction issued by Company; or
 - any other circumstances that may affect the carrying out of the Services.
- and the Sub-consultant shall, in sufficient time, afford the Company all necessary information and assistance to claim such benefits.
- 3.3 The Company shall reimburse the Sub-consultant such sums as are attributable PROVIDED ALWAYS that if the Company requests or requires the Sub-consultant to provide any additional services under this Agreement in respect of which the Sub-consultant would require additional fees or expenses the Sub-consultant shall have no obligation to provide such additional Services unless and until the Company is able to confirm to the Sub-consultant the agreement on the part of the Client that such additional fees and expenses will be payable under the Main Appointment.

APPLICATIONS, INVOICING AND PAYMENT

- 4.1.1 The Sub-consultant shall submit each application for payment in respect of any fixed lump sum or sums and any other fees, costs and/or expenses agreed in accordance with this Agreement, which are being claimed by the Sub-consultant for the previous calendar month, to the Company's representative within 1 Business Day following the last day of each calendar month.
- 4.2 Each application for payment shall:
- 4.2.1 set out the proportion of any fixed lump sum (or part thereof) and any other fees claimed together with two hard copies of all supporting documentation;
- 4.2.2 set out any other costs and/or expenses where it has been agreed in writing that such costs and/or expenses shall be charged; and
- 4.2.3 a forecast of the fees and any associated costs and/or expenses which the Sub-consultant estimates could be claimed for the next two months following the month which is the subject of the application for payment, together with a breakdown of the tasks and workstreams which relate to such forecast.
- 4.3 Subject to any clarifications as are in the Company's opinion (acting properly and reasonably) necessary, the Company shall certify by notice in writing (an "Interim Certificate") to the Sub-consultant that part of the sum claimed in the application for payment which is approved and give reasons why any part of the sum claimed has not been certified and the value of the sums involved no later than 14 Business Days following the date on which the application for payment was received by the Company.
- 4.4 The Sub-consultant shall submit an invoice to the Company within seven days of the date of the Interim Certificate. Payment will become due to the Sub-consultant on the date of receipt of the Sub-consultant's invoice and, subject to paragraph 4.6 of this Schedule B the final date for payment by tie of such invoice shall be 28 days from the date of receipt of the invoice by the Company.
- 4.5 If the Sub-consultant is late in submitting its application for payment to the Company by more than 3 Business Days after the required timescales in Clause 4.1, payment in respect of any

amount certified in an Interim Certificate shall become due to the Sub-consultant on the date of receipt of the relevant valid invoice by the Company in respect of the late application for payment, and the final date for payment of such valid invoice shall be 35 days from the first day of the calendar month following receipt of the valid invoice.

- 4.6 If the Sub-consultant is late in submitting a VAT invoice the Company by more than 3 Business Days after the required timescale in paragraph 4.4 of this Schedule B, payment of any amount certified in an Interim Certificate shall become due to the Sub-consultant on the date of late receipt of the relevant invoice by the Company and the final date for payment of such late invoice shall be 35 days from the first day of the calendar month following receipt of the late invoice.

ADJUSTMENTS TO FIXED LUMP SUMS, CAPPED SUMS AND RATES

- 5.1 Any fixed lump sum or sums and/or any capped sum or sums set out in this Schedule B to this Agreement or agreed in accordance with this Agreement will not be adjusted except by the express written agreement of the Company in the following circumstances:
- 5.1.1 where there has been a variation of the Services in accordance with Clause 13 (*Changes*) of the Main Appointment; or
- 5.1.2 where the start of the Services comprised in the fixed lump sum or sums has been delayed by more than 12 months of the programmed date for commencement as set out in the programme in the Main Appointment and in this Agreement, provided always that there shall be no adjustment where the cause of such delay is the Sub-consultant's breach of this Agreement or the Sub-consultant's negligent or wilful act or wilful omission.
- 5.2 In any event the Sub-consultant's entitlement pursuant to paragraph 5.1 of this Schedule B shall not exceed the Company's corresponding entitlement under the Main Appointment.
- 5.3 The rates set out in paragraph 1.2 of this Schedule B shall only be adjusted if the programme has been extended beyond the programme in the Main Appointment and in this Agreement, provided always that there shall be no adjustment where the cause of such delay is the Sub-consultant's breach of this Agreement or the Sub-contractor's negligent or wilful act or wilful omission. Such adjustment to rates shall under no circumstances exceed any corresponding increase received by the Company from the Client under the Main Appointment and relating to services being performed by the Sub-consultant for the Company. Any such increase shall be limited to that made at the Company's absolute discretion on the basis of a review in respect of adjustments to the Retail Price Index.

VAT

- 6.1 All sums due under this Agreement are exclusive of value added tax, the amount of which, where applicable, shall be paid by the Company to the Sub-consultant at the rate and in the manner prescribed by law.

**SCHEDULE C
THE PROGRAMME OF SERVICES**

The overall programme for the TSS is as set out in the Main Appointment, appended to this Schedule C, and any variations that may be agreed thereto. The programme for Services to be performed by the Sub-consultant shall be those agreed with the Company and reflected in the approved CTR's, as submitted in accordance with "Procedure for TSS Work Authorisation", Schedule A, paragraph 2, Application of Scope of Services, refers.

**SCHEDULE D
MAIN APPOINTMENT**

The Main Appointment is appended to this Schedule D, (less the Schedule Three, Pricing Schedules).