

**Response ID ANON-PA1N-7G3H-9**

Submitted on 2015-08-04 15:45:59.736586

**Evidence**

**Questions about you:** In order for the evidence to be analysed and taken forward by the Inquiry we will need some further information about you and / or your organisation. Please note that all evidence submitted to the Inquiry may be published at any point during the Inquiry or when the Inquiry Report is issued. If you are responding as an organisation your full details will be published. If you are responding as an individual your name will be published, but your address will only be published if the Inquiry considers this to be relevant to the evidence submitted.

**Organisation Name (if applicable):**

**Surname:**

Mcgregor

**Forename:**

Ailsa

**Postal Address:**

[REDACTED]

**Postcode:**

[REDACTED]

**Phone:**

[REDACTED]

**Email:**

[REDACTED]

**Are you responding as an organisation or an individual?**

Individual

**Does your evidence relate to a particular period of time?**

Yes

**If yes, what period?:**

August 2006 to August 2007

**Does your evidence relate to a particular event or activity?**

Yes

**If yes, please explain what the event / activity was.:**

Working for TIE on the project as interim manager.

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During this period I worked under 3 Project Directors of TIE, 2 CEOs of TIE and 2 chairs of TEL;

I was initially engaged by PD (AH) to manage SDSs as there were a number of commercial, technical and cultural relationship issues at time of appointment; Following arrival of new PD and TD my role changed to set up design change control process in Feb 07. Following restructure and another new TD and further issues with design team my role changed to preparing claim against SDS ; I discovered there was already a claim against SDS from early stage of project and first tram project director.

**We are particularly interested in:• How you found out about what was happening, and how informed you were throughout the project• What did you think would happen• What actually happened• What were the effects if any, on you (or your organisation) at the time of the project• What if any, were the on-going or longer-term effects on you (or your organisation). Please write your evidence here.**

**We are particularly interested in:**

When I arrived on the project in August 2007 the relationship between TIE and SDS was not good. The TIE perspective was it was all SDS. The SDS perspective was that they required guidance and direction from TIE and their consultants to enable them to progress the design. On the commercial matters payments to SDS had ceased for some time and communications had reached braking point. The Payment issues were impacting on SDS cash flow, progress and moral and directors were flying in from USA to try to resolve the matters.

The bespoke contracts and the complex governance arrangements along with the large and dispersed global project teams ( including changes to personnel and continuity) created communications barriers and issues across the Tram Project and impacted on the working relationships. The large number of consultants seconded to the tram Project and also others working in their global offices created communication issues around 'reporting structures', 'time zones', 'processes ie own companies or Tram project', 'approvals', and management issues.

There was a lack of trust between TIE and SDS and this impacted on communications and relationships, with some parties in TIE selecting to cease all communications with SDS and escalate all issues to the Project Director. This inundated the PD and created a backlog of issues and impacted on the progress of the project and the SDS design. SDS culture was contractual and not a partnering ethos and the contract roles and obligations were ambiguous due to the bespoke contracts and the changing culture as the Tram project was impacted by delays, cost overruns and design issues all before the procurement of infra co The roles, responsibilities, obligations and interfaces between SDSs on their Design contract and the MUDFA contract were different and this lead to further issues as the MUDFA contract was awarded and proceeded at pace on site even when the designs was not completed or ready, partly due to the quality of the existing utilities records from the utility companies in the Edinburgh area and the delay to the surveys due to issues with access to third parties property(land and buildings)

The relationship was improving as issues were resolved then the PD left at end of 2006 and a new PD arrived and culture and relationship changed and issues

previously closed were reopened by SDS. Tie and their consultants were required to review the design and the design review process was lagging behind the design impacting on the tram project progress and cause of the requirement for changes later in the process of the design. This was also impacting on the development of the requirements and the tender documents for the procurement of infraco.

The commercial director and his colleague were leading the infraco procurement and the development of the tender documents (ITT/ITN) with Transdev but without SDS or MUDFA. This was a key issue in the quality of the ITT/ITN and the need to issue numerous amendments during the process. This was also one of the key reasons for the poor tender response and the withdrawal of two tendered sat early stage. The infra co procurement should have been stopped and redesigned as an ITT was issued and it should have been an ITN along with the poor quality and omission of key documents. instead an extension was provided to the tender period. This was a key factor in the relationship with infraco Contractor as there was a lack of clarity in the scope from the outset and the role and obligations of the parties.

At the same time TIE were independently under direction of commercial director preparing a claim against SDS for the status of the design and this was unbeknown to the infraco tendering consortia who would have SDS notated at contract award. The roles, responsibilities and obligations and concessions agreed with the parties during the procurement stage and the context of the agreements may not have been captured in the contract documents and records. These are key matters which ultimately impact on the ongoing relationships and lead to a number of disputes during the initial contract stages ; the quality of the records kept and meetings held with the tendering consortia at the procurement stage may not have been adequate to assist in resolving the disputes.

The risks and programme/ grant charts were continually being realigned and re-baselined by the TIE and SDS team which impacted on the ability to track planned versus actual and the monitor the reporting of progress. Due to the complexity of the projects activities in 1000s and high number of issues and changes 1000s, these would be graded and some would inevitably lose their value and be diluted in the process.

As an interim manager, I issued a close out report to my line manager and retained a few relevant key documents for my own records, due to the nature of the project and lack of continuity of project staff. These are in archive and may be available and should all be in the TIE or SDS document control system.

**Do you have any documents which you think it would be useful for the Inquiry to see?**

Yes

**Details of documents:**

**Upload documents:**

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**Upload documents:**

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**Are you content for the Edinburgh Tram Inquiry team to contact you again in relation to this evidence?\***

Yes