





Our ref: 25.1.201/EKi/6682

11 September 2010

tie limited CityPoint 65 Haymarket Terrace Edinburgh EH12 5HD Bilfinger Berger-Siemens- CAF Consortium

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

Phone: +44 (0) 131 452 2800 Fax: +44 (0) 131 452 2990

For the attention of Steven Bell - Tram Project Director

Dear Sirs,

Edinburgh Tram Network Infraco
Project Carlisle – Revised Infraco Full and Final Proposal

We refer to our letter dated 29th July 2010 ref. 25.1.201/EKI/6338 and your letter dated 7th September 2010 ref. INF CORR 5990.

Following the lengthy discussions between tie and Infraco representatives regarding the initiative known as Project Carlisle (a Guaranteed Maximum Price Proposal based on a reduced scope and accelerated programme in an effort to allow tie to obtain a cost effective and revenue generating tram network) we herewith enclose our revised full and final proposal.

We have incorporated, where possible, the requirements of tie although we are fully cognisant that not every tie desire has been incorporated, and as a matter of clarity not every Infraco cost has been included.

You will be aware of a number of promises and commitments made by your representative to resolve the considerable number of outstanding issues in respect of Third Party Approvals to enable us to reduce our exclusions/caveats. Unfortunately not a single one of these commitments has been met and thus our exclusions/caveats must remain.

As we previously offered, we remain willing to discuss how our Full and Final Offer has been established with the Gordon Harris Partnership. We are not however, prepared to entertain any further discussions around the tie 'Counter Proposal' received by us on 8th. September 2010 as we consider tie's "Counter Proposal" to be wholly and totally unrealistic both in terms of it's pricing structure and level of risk transfer back to Infraco.

In conjunction with Gordon Harris Partnership and our civil works Subcontractors, we have now been able to fully review and reduce our previous submission in an effort to reach an agreement on Project Carlisle. We are confident that these Sub-Contractors have given all that they possibly can.

Due to the protracted negotiations in respect of Project Carlisle, key construction activities on the critical path have slipped resulting in an overall slippage of the completion date by some 5 (five) weeks.

Contd\

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The Guaranteed Maximum Price has therefore been developed in the light of the above as described in the attached proposal and pertains to the attached scope and programme. For the avoidance of doubt, this Proposal relates solely to the scope and corresponding programme of the Project Carlisle Initiative and is wholly without prejudice to our rights and remedies under the Contract until such time as it is incorporated by a tie Change Order to that Contract, upon which time it shall supersede all estimates and proposals in relation to the Edinburgh tram Network.

No party may rely on any statement, declaration or representation contained herein whether express or implied, in any court proceedings, arbitration, adjudication, mediation or any other form of determination or negotiation without the express written permission of the Infraco. This Proposal shall not constitute an offer or create any legally binding obligation on the Infraco.

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

Yours faithfully,

M Foerder

CC:

Project Director
Bilfinger Berger Siemens CAF Consortium

Encl: Revised 'Project Carlisle' Proposal

R. Walker - Bilfinger Berger

M. Flynn – Siemens M. Berrozpe – Siemens A. Brandenburger - Siemens

A. Campos - CAF A. Urriza - CAF

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INFRACO "PROJECT CARLISLE" PROPOSAL

Revised 12 September 2010

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

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

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PREFACE

This Revised Infraco "Project Carlisle" Proposal takes into account its predecessor, dated 29 July 2010, and tie's letter dated 7 September 2010 (INF CORR 5990). tie's letter of the 7 September 2010 and accompanying documents fall considerably short of our threshold for acceptance. The overarching theme of the document presents a picture of the contract tie wishes they had executed with Infraco, and from a perspective that Infraco have no rights. As you are well aware, Infraco enjoys the express and implied rights and remedies of the executed Infraco Contract.

We have no intention to further use this document to convey our disappointment or to correct the many inaccurate statements in your letter. Based upon the report we have received from our Mr. Kitzman, regarding his discussions with your Messrs. Rush and Molyneux, it seems that several issues still remain to be reconciled between the Parties, specifically the scope, programme, and pricing.

In an attempt to pursue a reasonable solution to the Project, we have reassessed these items and have updated our Proposal accordingly.

With regard to the revised scope, as discussed, this Revised Proposal does not include the works east of Haymarket.

To clarify, it is tie who do not want Infraco to undertake the works east of Haymarket. In the event that tie would require the E&M installation works (train control, traffic control, SCADA, Communication, electrification and Over Head Line systems) to be completed east of Haymarket, Siemens would be willing to enter into discussions with tie and provide a quotation to tie in response to a clear scope of work, programme, and a standard set of terms and conditions issued by tie, in which Siemens would be a subcontractor to tie.

The transfer of substantial risks, as outlined in your letter, many of which are not quantifiable, cannot be accepted without Infraco substantially increasing its cost. We have taken on the risk for items that we believe are quantifiable, and have noted as much later in this document. tie must retain the risk for the other items simply due to the fact that tie have full control to avoid the additional costs. To clarify, the majority of the remaining risk issues are associated with various items that have continued to remain in flux due to tie, CEC, or other third parties, in spite of numerous commitments to resolve these matters. Tie and CEC could simply avoid all of these additional costs by committing contractually to the GMP Drawings previously provided by Infraco.

In respect of programme, we have reviewed the Sectional Completion Dates identified in your letter, however we do not believe they represent a realistic reflection of the works yet to complete. The Programme, included in Appendix 5, has been exclusively developed for the implementation of Project Carlisle works. This programme is challenging but achievable and Infraco is fully committed to delivering it. The estimated price to complete the work from Airport to Haymarket is roughly £405.5Mio plus €6Mio, as detailed in the attached price build up. We have no interest in further discussing and debating the price. This Revised Proposal is Infraco's Full and Final Offer to complete the works defined herein.

For the avoidance of doubt this Revised Proposal relates solely to the scope and corresponding programme of the Project Carlisle initiative and to that extent shall supersede all estimates and proposals provided in relation with the Edinburgh Tram Network (ETN) once implemented by a tie Change Order acceptable to Infraco. This proposal is submitted without prejudice to Infraco's whole rights and remedies and no party may seek to rely on any statement, declaration

or representation contained within this proposal, whether express or implied, in any court proceedings, arbitration, adjudication, mediation or other form of determination or negotiation without the express written content of Infraco. This proposal shall not constitute an offer or create any legally binding obligation on Infraco.

EXECUTIVE SUMMARY

Introduction

Further to your request, this Revised Proposal is Infraco's Full and Final Offer to complete the works defined herein.

The GMP Scope

We have revised our Proposal to reflect the scope Infraco will be able to agree on. In essence, we will carry out the works shown on the GMP Drawings for scope of work between the Airport and Haymarket, and the enabling works.

Our Pricing Assumptions

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

The main items are summarised as follows:

- Infraco will build to the GMP Drawings subject to the qualifications set out in Appendix 4 of this Revised Proposal. The GMP Drawings will not be amended and Infraco will not be required to construct anything other than the GMP Drawings other than by way of a tie Change
- 2. tie will lend all available assistance to ensure CEC will approve the GMP Drawings in expedient fashion and in accordance with the Programme.
- 3. Infraco will assume the risk of dealing with known quantities of contaminated ground (including by invasive species), as outlined later.
- 4. Infraco will not take any risk associated with the discovery and/or replacement of utilities
- 5. Infraco has accepted the risk to remove and replace soft materials to the extent identified on the GMP Drawings
- 6. Infraco will not take the risk on obstructions or voids being discovered below the original ground level
- 7. Infraco and tie shall agree a revised Milestone Payment Schedule acceptable to both Parties,
- CEC will grant all consents and technical approvals for the Integrated Trackform design shown on the GMP Drawings

The GMP Programme

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

- 1. Section A 9 June 2011
- 2. Section B 20 December 2011
- Section C End of construction 21 June 2012 End of Testing & Commissioning 19 September 2012
- 4. Section D 18 December 2012

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

The Guaranteed Maximum Price

In light of the above, we are able to offer a 'Guaranteed Maximum Price' of £405,531,217 and €5,829,805. We believe this is a fair and reasonable offer which we hope, when seen as part of this Revised Proposal, will prove acceptable to tie.

A detailed breakdown is provided at Appendix 1.

Revised Change Mechanism

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

The revised mechanism would operate as follows:

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

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

Priority of Project Carlisle

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

Conclusion

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

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

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

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

NOTE: In an effort to simplify your review of this Revised Proposal we have maintained the previous Sectioning.

DEFINITIONS USED IN THIS PROPOSAL

"Project Carlisle Change Order" for the purposes of this Revised Proposal, refers to the issue by tie of a Change Order to incorporate the 'Project Carlisle' initiative and associated Minute of Variation.

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

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

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

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

"Programme" means the Programmes contained in Appendix 5

APPENDIX 1

GUARANTEED MAXIMUM PRICE

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

Bilfinger Berger Civil UK Ltd.	£215,300,646
Siemens	£118,601,221
CAF	£55,781,634
and	€5,829,805
SDS	£15,847,716
Total	£405,531,217
and	€5,829,805

APPENDIX 1.1

Bilfinger Berger UK Ltd - Guaranteed Maximum Price Breakdown

Appendix 1.1 - BB - GMP Breakdown

For clarity, the BB GMP Price now includes for previous GMP Exclusions / Qualifications for the following items (as detailed in Appendix 4):

Known quantities of contaminated ground, Protection of Services, New Ingleston Limited Future Proofing, CEC Planning Requirements at Roseburn Viaduct.

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18.00	. D	146	ш	•	•

			Prelims and Method Related Charges					Construction Works				
								Change		1		
Item	Description	Original SubContract Order	to 30 June 2010	to Completion		Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	Grand Total
(1)	(2)	(3)	(6)	(5)	(6)-(4)-(5)	(7)	(8)	(9)	(10)	(11) = (7 to 10)	(12)	(13) + (5)+(11)+(12)
Total for D	rect Cost	67,320,859	9,930,764	18,287,295	28,218,059	50,483,975	663,527	30,012,384	27,996,323	109,156,209	2,611,433	139,985,70

^{*} At the 30th June 2010

Previous GMP Exclusions / Qualifications now priced

8,058,450 8,058,450

2. SDS Provider

Item	Description	Original Order
(1)	(2)	(2)
otal for S	DS Provider	4,983,81

	Scope	Works					
		Change					
Original Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Total (excl Risk & Opportunity)	Risk / Opportunity	Grand Total	
(4)	(S)	(6)	(6) (7)		693	1103-(80)-(9)	
4,983,815	4,806,924	1,358,918	4,698,059	15,847,716		15,847,716	

3. In Direct Cost

(1) (2)						
(1) (2)						
tal for In Direct Cost						

Indirect Cost	_
(3)	
41,203,008	

Risk / Opportunity	Grand Total		
(4)	15(40)-141		
5,040,000	46,243,008		

4. Summary of Direct, SDS and Indirect Costs

210,134,874.76

Overheads

7%

14,709,441.23

Profit

3%

6,304,046.24

GMP Grand Total

231,148,362.23

^{*} At the 30th June 2010

Project Carlisle : "Guaranteed Maximum Price"

Direct Costs: GMP Summary

									\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			The State of
			Ì	Prelims and Me Char			(Construction Works	i			1
								Change		8		Grand Total
ltem	Item Description		Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	
(1)		[2]	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)
1A	McKean & Co		2,620,066	671,292	1,333,140	1,628,076	879,730	42,003	2,598,759	5,148,568	447,000	7,600,000
1B	Crummock (Scot	land) Ltd		184,430	12,500		392,622		5,313	397,935		594,865
1C	Not Required											
1	Car Pag	MacKenzie Construction Ltd		U-dian	0.03	NEG		7,707,463	228,828	9,913,397		9,913,397
	Princes	Crummock (Scotland) Ltd	1,977,106	T THE	ALU:	1,977,106		2,502,544	4,917	2,507,461		2,507,461
	Street Supplemental	Class One	1,577,100	T-2 FLUID	138.	1,577,100		345,950	29,298	375,248	ri o fuit	375,248
1C/1D	Agreement	Others				- ALVELT		69,796		69,796		69,796
		Totals	1,977,106			1,977,106		10,625,753	263,043	12,865,902		12,865,902
	Other Work in 10	C/1D (non PSSA)	447,095			447,095		1,668,717		2,115,812		2,115,812
		1C/1D Totals	2,424,201			2,424,201		12,294,470	263,043	14,981,714		14,981,714
1D	McKenzie Constr	uction Ltd	3,871,941	40,144	174,856	3,355,254	(2,865,126)	(490,128)		(0)		215,000
On	Other On Street	Works	3,327,111	1,295,098	459,759	1,618,345	(1,252,666)	77,053		442,732	47,350	2,244,939
ON Street	t Summary		12,243,319	2,190,964	1,980,255	9,025,876	(2,845,440)	11,923,398	2,867,115	20,970,948	494,350	25,636,518
2A	John Graham (Dr	romore) Ltd	15,853,507	1,678,000	7,393,252	9,683,666	85,790	1,366,830	3,092,707	14,228,993	225,000	23,525,245
5	Expanded Ltd		12,207,596	2,462,979	2,858,254	9,198,688	73,794	12,284,125	1,003,128	22,559,735	1,466,383	29,347,351
6	Barr Limited		12,588,218	1,643,983	830,413	10,451,039	1,232,033	1,006,610	720,220	13,409,902	305,700	16,189,998
7A	Farrans Ltd		5,583,816	1,198,653	1,897,641	4,291,048	2,117,351	3,431,421	4,191,386	14,031,206	120,000	17,247,500
Off	Other Off Street	Works	8,844,403	756,184	3,327,480	7,833,658			16,121,767	23,955,425		28,039,089
OFF Stree	et Summary	建设工程	55,077,540	7,739,799	16,307,040	41,458,099	3,508,968	18,088,986	25,129,208	88,185,261	2,117,083	114,349,183
OVERALL	SUMMARY		67,320,859	9,930,764	18,287,295	50,483,975	663,527	30,012,384	27,996,323	109,156,209	2,611,433	139,985,701

^{*} At the 30th June 2010

					PRO	GRAMME INFORMAT	TION		4	
Item	Description	Subcontract Order Start Date	Subcontract Contract Period (wks)	Subcontractor Mobilised and On Site	Actual Start Date on Site	Programme Status at 30/6/10	Subcontract Contract Period Revised (wks)	Additional Duration (wks)	Carlisle Programme Subcontract Completion	Weeks from 01/07/10
1A	McKean & Co	19-Jun-09	96	23-Nov-09	09-Mar-10	9 wks BH	104	8	20-Jun-11	51
1B	Crummock (Scotland) Ltd	06-Oct-08	n/a	01-Oct-08	13-Oct-08	n/a	n/a	n/a	n/a	n/a
1C	Not Required	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1D	McKenzie Construction Ltd	05-Jan-09	88	05-Jan-09	05-Jan-09	n/a	n/a	n/a	n/a	n/a
2A	John Graham (Dromore) Ltd	01-Feb-10	65	23-Nov-09	23-Nov-09	21 wks BH	111	46	21-Mar-12	8:
5	Expanded Ltd	27-Oct-08	85	27-Oct-08	27-Oct-08		157	72	03-Nov-11	6
6	Barr Limited	03-Nov-08	68	02-Feb-09	17-Aug-09	On Prog	110	42	16-Dec-10	2
7A	Farrans Ltd	08-Sep-08	56	11-Sep-08	11-Sep-08		152	96	11-Aug-11	5
III										

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary

Subcontractor: McKean & Co (Glasgow) Ltd

Section 1A : Enabling Works

ection	ection 1A : Enabling Works				Chai			Construction Works					
									Change				Grand Total
Item	Description	Original SubContract Order	De-Scope for Project Carilsle	Balance of Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Aiready Submitted* and Agreed	Already Submitted® and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	
(1)	(3)	[3)	14	(5)	(6)	(7)	(4)	(9)	(10)	(22)	(8 to 11)=(12)	[23]	(8)+(7)+(12)+(13)
1	Preliminaries & General Items	1,679,780	687,790	991,990	671,292	1,333,140						567,000	2,571,432
2	Method Related Charges	18,800	18,800								•		
3	Track and Formation	1,063,265	1,014,910	48,355			48,355				48,355		48,355
4	Tramstops	448,537	448,537										
5	Accommodation Works	2,050	200	1,850			1,850		8,300	59,224	69,374		69,374
6	Highways	841,184	841,184						1,866	1,200,509	1,202,375		1,202,375
7	Buildings - Substation	26,276	26,276										
8	Structures	1,777,120	199,249	1,577,872			1,577,872	879,730	25,921	320,739	2,804,262		2,804,262
9	OHLE	88,214	88,214						5,916		5,916		5,916
10	Lindsay Road Realignment									953,286	953,286		953,286
11													
12													
13	Risk Review Transfer / Deletion									65,000	65,000	(120,000)	(55,000)
14													
	Total	5,945,227	3,325,161	2,620,066	671,292	1,333,140	1,628,076	879,730	42,003	2,598,759	5,148,568	447,000	7,600,000

Prelims and Method Related

^{*} At the 30th June 2010

Project Carlisle : "Guaranteed Maximum Price"

Subcontractor GMP Summary

Subcontractor: Crummock (Scotland) Limited

GRA	ND	TO	ΓAI
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Section	1B: Leith Walk		Prelims and M Cha				Construction Work	5			
							Change				Grand Total
ltem	Description	Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)
1	Preliminaries & General Items		184,430	12,500					*		196,930
2	Method Related Charges								lei l		
3	Track and Formation					392,622		5,313	397,935		397,935
4									•		•
5											
6									-		
7									r.e.i		·#0
8									181		×
9									(6)		3
10									7#3		/#/2
11											*
12									W.		

392,622

5,313

397,935

12,500

184,430

594,865

Total

^{*} At the 30th June 2010

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary Subcontractor : Various

GRAND TOTAL

Construction Works

Princes Street Supplemental Agreement

							Change				
ltem	Description	Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	Grand Total
(1)	(2)	(3)	(4)	(5)	(5)	(7)	(8)	{e}	(6 to 9)=(10)	(11)	{4}+{5}+{10}+{11}
1	Preliminaries & General Items			•					14	*	
2	Method Related Charges	æ									
3	MacKenzie Construction Ltd	(#)				13401	7,707,463	228,828	9,913,397		9,913,397
4	Crummock Scotland Ltd	180				1040	2,502,544	4,917	2,507,461		2,507,461
5	Peek Traffic	340	1,977,106		1,977,106	04	57,135		57,135		57,135
8	Siemens Traffic Controls					296	12,661	*1	12,661		12,661
9	Class One Traffic Management						345,950	29,298	375,248		375,248
				-							
		12			121	540		2			*
34-3	Total		1,977,106		1,977,106		10,625,753	263,043	12,865,902		12,865,902

Prelims and Method Related

Charges

^{*} At the 30th June 2010

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary

Subcontractor : MacKenzie Construction

Section 1C/1D Princes St(Non PSSA work)

Section	10/15 Finites St Non FSSA WORK		Cha	rges				•			
							Change]		Grand Total
ltem	Description	Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=(10)	(23)	[4]+[5)+[10]+[11}
1	Preliminaries & General Items		·*	*							
2	Method Related Charges	·*	<u> </u>						186		10
3	MacKenzie Enabling Works						420,000	19	420,000		420,000
4	MacKenzie Site Investigation						187,500		187,500		187,500
5	Crummock Surfacing	447,095			447,095		1,061,217		1,508,312		1,508,312
			bassi	,							
						111					
		*			٠	æ	*		16.1		180
The Man	Total	447,095			447,095		1,668,717		2,115,812		2,115,812

Prelims and Method Related

GRAND TOTAL

Construction Works

^{*} At the 30th June 2010

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary

Subcontractor : MacKenzie Construction

Section 1D reduced to West End of Princes St

Section	1D reduced to West End of Princes St		Prelims and M Chai	A STATE OF THE PARTY OF THE PAR		(3	Construction Work				
							Change]		Grand Total
item	Description	Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	
(1)	[2]	(3)	(4)	(s)	[6]	(7)	(6)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)
1	Preliminaries & General Items	516,687	40,144	174,856					14	**	215,000
2	Method Related Charges	4							121		
3	Accommodation Works	*			*			14	Nati		
4	Highways	1,584,666			1,584,666	(1,464,329)		12	120,337		120,337
5	Landscaping	*			100			19	-		2
6	Overhead Electrics	110,047			110,047	(96,642)			13,405		13,405
7	Sub-stations				180			*	343		34
8	Trackwork	1,054,934			1,054,934	(742,455)		1.50	312,479		312,479
9	Tramstops	158,803			158,803	(158,803)		8#1	(4)		
10	Drainage	156,500			156,500	(112,593)			43,907		43,907
11	Traffic Signal Ducting	111,068			111,068	(111,068)			(*)		
12	Street Lighting Ducting (less original bill items)	104,572			104,572	(104,572)		181	140		
13	Tactile Paving at Crossings	22,833			22,833	(22,833)			:*:		
14	Bus Stop Shelters	25,421			25,421	(25,421)		1.0	q#a		15.
15	CBR Testing on Trackbox	26,410			26,410	(26,410)		151			15.
16	Deduct - 380m completed under PSSA	•			1190		(490,128)		(490,128)		[490,128
17	Risk Review Transfer / Deletion									*	à
	To	tal 3,871,941	40,144	174,856	3,355,254	- 2,865,126	- 490,128		- 0		215,000

^{*} At the 30th June 2010

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary Subcontractor: Various

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Other O	n Street Works		Prelims and Mo			0	Construction Works				
							Change		1		Grand Total
Item	Description	Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	Grand Total
(1)	124	[3]	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)=[10}	(11)	(4)+(5)+(10)+(11)
1	RD Anderson					1,441			1,441		1,441
2	Lothian and Borders Police					2,845			2,845		2,845
3	Hunter Demolotion					14,500			14,500		14,500
4	Raeburn					368			368		368
5	Harper Generators					330			330		330
6	Daver Steels (Bar & Cable Syst					2,412			2,412		2,412
7	Scottish Water					755			755		755
8	Harper Generators					1,800			1,800		1,800
9	Gallagher Groundworks Ltd/				1	1,110			1,110		1,110
10	Instalcom Ltd					4,550			4,550		4,550
11	Stanger Testing Services Limit					1,510			1,510		1,510
12	Beattie Chalmers Limited/					8,854			8,854		8,854
13	Traffic Signs under estimate Section 1A						16,067		16,067		16,067
14	Traffic Signs under estimate Section 1C3/1D						60,986		60,986		60,986
15	On Street TM	1,646,163	1,206,410	410,429						41,600	1,658,439
16	Substation Housing Design (Portastor)	37,337	37,337		74,517				74,517		111,854
17	Tram Stop Shelter and Ancilliary Equipment Design (RWS)	51,351	51,351	897							52,248
18	Street Lighting	1,592,260		48,433	1,543,828	(1,293,141)			250,687	5,750	304,870
	Total	3,327,111	1,295,098	459,759	1,618,345	(1,252,666)	77,053	T	442,732	47,350	2,244,939

^{*} At the 30th June 2010

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary

Subcontractor: John Graham (Dromore) Ltd

Section 2A and 5A (part)

ection	2A and 5A (part)		12.00330
Item	Description	Original SubContract Order	30 Ju
(1)	(2)	(3)	
1	Preliminaries & General Items	6,169,841	i i
2	Method Related Charges		
3	Section 1D - All Works	64,076	
4	Haymarket Viaduct	1,139,067	
5	2A Trackwork inc Drainage etc	1,083,745	
6	Haymarket Terrace Sub-Station	116,191	
7	Haymarket Station Tramstop	174,548	
8	S20 - Russell Road Underbridge	828,643	
9	Russell Road Sub-Station	73,459	
10	W18 Retaining Wall	790,597	
11	5A Trackwork inc Drainage etc	623,008	
12	Murrayfield Tramstop	284,529	
13	Roseburn Viaduct	2,853,229	
14	S21B - Murrayfield Ret Walls	1,462,165	
15	S21C - Murrayfield Underpass	190,409	
16	Schedule 4 Notified Departures		
	Total	15 952 507	Total San

Appendix 1.1 Page 10 of 15

-,		-								
		Prelims and Me			(Construction Works				
						Change				
	Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	Grand Total
	(3)	(4)	(5)	(6)	(7)	(6)	(9)	(6 to 9j≈(10)	(22)	(4)+(5)+(10)+(11)
	6,169,841	1,678,000	7,393,252						225,000	9,296,252
4	DOMESTIC NO.									
	64,076			64,076			(64,076)			
	1,139,067			1,139,067	41,790	76,455	146,276	1,403,587		1,403,587
	1,083,745			1,083,745	44,000	556,477	446,022	2,130,243		2,130,243
	116,191			116,191			21,964	138,156		138,156
	174,548			174,548			27,900	202,448		202,448
	828,643			828,643		333,542	196,931	1,359,116		1,359,116
	73,459			73,459			(73,459)	(0)		(0)
	790,597			790,597			317,985	1,108,582		1,108,582
	623,008			623,008			805,493	1,428,501		1,428,501
	284,529			284,529		130,000	75,900	490,429		490,429
	2,853,229			2,853,229			84,447	2,937,676		2,937,676
	1,462,165			1,462,165			615,128	2,077,293		2,077,293
	190,409			190,409		270,357	12,014	472,780		472,780
							480,182	480,182		480,182
otal	15,853,507	1,678,000	7,393,252	9,683,666	85,790	1,366,830	3,092,707	14,228,992	225,000	23,525,244

^{*} At the 30th June 2010

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary Subcontractor: Expanded Ltd

Section 5 : Structures

CLIOI	5. Structures		Char	4
ltem	Description	Original SubContract Order	to 30 June 2010	
(1)	(2)	(3)	(4)	
1	Prelims Section 5	1,521,273	376,281	
2	Prelims Edinburgh Pk Bridge	891,811	1,618,258	
3	Prelims Carrick Knowe	427,285	316,754	
4	Prelims W4	168,539	151,686	-
5	Risk			
6	527 Edinburgh Park Bridge	3,388,189		
7	523 Carrick Know Bridge	789,453		
8	W3 Russell Rd RW			
9	W4 Russell Rd Phase 1			
10	W4 Russell Rd Phase 2			
11	S22a&b Balgreen Rd Bridges			
12	S32 Depot Access Bridge	1,554,606		
13	A8 Underpass	1,034,444		
14	S26 South Gyle Access Bridge	632,202		
15	S21E Water of Leith Bridge	717,787		
16	S21D Murrayfield Tp RW	415,965		
17	W8 Baird Drive RW	479,832		
18	W9 Balgreen Rd	32,722		
19	W11 Bankhead Dr RW	81,334		
20	W19 Tramstop RW	209,110		
21	Service Diversion/support			
22	Discount Exc S27&S23	(136,956)		
CF 13	THE RESIDENCE	F-34 PCP-1 AS TABLE		ĺ

Section A - Total

12,207,596

GR	MA	ח	COL	TAI	

Prelims and Me				Construction Work	s	1		
Char	Res			Change				
to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	Grand Total
(4)	(5)	19	(7)	(8)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)
376,281	2,753,544							3,129,825
1,618,258								1,618,258
316,754	84,724							401,478
151,686	19,986							171,672
							1,466,383	1,466,383
		3,388,189		460,456	60,214	3,908,859		3,908,859
		789,453		160,567	87,978	1,037,998		1,037,998
				1,736,747	(120,863)	1,615,884		1,615,884
				430,590	123,675	554,265		554,265
				3,453,820	10,830	3,464,650		3,464,650
				1,228,944	(68,734)	1,160,210		1,160,210
		1,554,606		1,412,146	350,628	3,317,380		3,317,380
		1,034,444		788,674	29,259	1,852,377		1,852,377
		632,202		803,516	77,927	1,513,645		1,513,645
		717,787		41,767	62,046	821,600		821,600
		415,965		462,244	(19,979)	858,230		858,230
		479,832		586,866	174,217	1,240,915		1,240,915
		32,722		220,117	30,225	283,064		283,064
		81,334		423,711	(20,038)	485,007		485,007
		209,110		192,663	13,526	415,299		415,299
			73,794		229,665	303,459		303,459
		(136,956)		(118,703)	(17,448)	(273,107)		(273,107)
2,462,979	2,858,254	9,198,688	73,794	12,284,125	1,003,128	22,559,735	1,466,383	29,347,351

* At the 30th June 2010

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Grand Total

2,474,396

155,963 1,292,968 57,983 55,155 1,668,216 102,651 1,249,269 31,203 200,019 258,598 175,408 117,785 202,247 96,242 35,926 62,182 2,398,167 25,000 3,709,198

Risk / Opportunity

(11)

1,216,063

910,363

305,700

Edinburgh Tram Network

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary Subcontractor : Barr Construction

ection	tion 6 : Depot		Prelims and Me			(Construction Works		4
				6			Change		
Item	Description	Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total
(1)	(2)	(3)	(4)	(s)	(6)	(7)	(a)	(9)	(6 to 9)=(10)
1	Preliminaries & General Items	2,137,178	1,643,983	830,413			開放性別學及	Bear Specific	1.0
2	Method Related Charges						AL STEEL	10 35	78
3	Earthworks	92,000			92,000	43,843	20,120		155,963
4	Sub-structure - Depot Building	1,116,433			1,116,433	90,385	86,150		1,292,968
5	Sub-structure - Sub Station Building	57,983			57,983				57,983
6	Sub-structure - Power Building	55,155			55,155		7		55,155
7	Frame	1,160,334			1,160,334	376,398	131,484		1,668,216
8	Upper Floors	102,651			102,651				102,651
9	Cladding	1,206,649			1,206,649		42,620		1,249,269
10	Stairs	8,800			8,800		22,403		31,203
11	External Blockwork	108,406			108,406	16,613	75,000		200,019
12	Internal wall and Partitions	241,098			241,098		17,500		258,598
13	Internal Doors	146,900			146,900		28,508		175,408
14	Wall Finishes	117,785			117,785				117,785
15	Floor Finishes	202,247			202,247				202,247
16	Ceiling Finishes	93,242			93,242		3,000		96,242
17	Decoration	35,926			35,926				35,926
18	Fittings and Furnishings	62,182			62,182				62,182
19	M&E	2,302,000			2,302,000	72,560	158,412	- 134,805	2,398,167
20	BWIC Services	25,000			25,000				25,000
21	Site Work	2,880,802			2,880,802	483,198	345,198		3,709,198
22	Sub Station Building	123,035			123,035				123,035
23	Power Building	109,846			109,846		650		110,496
24	Sundries	202,565			202,565	149,036	75,565	- 55,338	371,828
25	Risk Register								4
26	Risk Review Transfer / Deletion							910,363	910,363
	Total	12,588,217	1,643,983	830,413	10,451,039	1,232,033	1,006,610	720,220	13,409,902

^{*} At the 30th June 2010

16,189,998

123,035 110,496 371,828

1,216,063

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary Subcontractor : Farrans Ltd

Section 5C(part) and 7A

tem	Description	Original SubContract Order
(1)	(2)	(3)
1	Preliminaries & General Items	524,460
2	Method Related Charges	768,308
3	Enabling Works	112,091
4	Track and Formation	1,661,460
5	Tramstops	363,026
6	Tramstop Equipment	30,209
7	Drainage	
8	Ducting	379,295
9	Highways	101,853
10	7A Ingliston P&R Substation	50,586
11	7A Gogarburn Bridge S29	885,140
12	7A Gogarburn Culvert 1 530	54,653
13	7A Retaining Walls	337,396
14	7A Culvert 2 S31	113,053
15	7A Culvert 3 S32	73,408
16	OHLE	128,878
17	Risk Review Transfer / Deletion	

Prelims and Me Char			(Construction Works					
			Change			1			
to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	Grand Total	
(4)	(5)	(6)	(7)	(6)	(9)	(6 to 9)=(10)	(11)	(4)+(5)+(10)+(11)	
477,638	683,880							1,161,518	
721,015	1,213,761							1,934,776	
		112,091	593,681	1,339,427		2,045,199		2,045,199	
		1,661,460	253,766	1,592,870	(50,963)	3,457,133		3,457,133	
		363,026				363,026		363,026	
		30,209				30,209		30,209	
			1,011,137	127,226	18,868	1,157,231		1,157,231	
		379,295		69,391	(38,554)	410,132		410,132	
		101,853		233,054		334,907		334,907	
		50,586	1,430			52,016		52,016	
		885,140	123,010	48,772	36,670	1,093,592		1,093,592	
		54,653	21,145	15,931		91,728		91,728	
		337,396		4,750	3,940,366	4,282,512		4,282,512	
		113,053	(22,294)			90,759		90,759	
		73,408	6,345			79,753		79,753	
		128,878	129,131			258,009		258,009	
					285,000	285,000	120,000	405,000	
1,198,653	1,897,641	4,291,048	2,117,351	3,431,421	4,191,386	14,031,206	120,000	17,247,500	

^{*} At the 30th June 2010

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary

Subcontractor : Various

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GRAND TOTAL

Subcontractor : Other Off Street Works		Subcontractor : Other Off Street Works Prelims and Method Related Charges Cons			Construction Works						
							Change				Grand Total
Item	Description	Original SubContract Order	to 30 June 2010	to Completion	Original Subcontract Work	Already Submitted* and Agreed	Already Submitted* and Not Agreed	New Submission	Construction Works Total	Risk / Opportunity	Grand Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(6 to 9)+(10)	(11)	(4)+(5)+(10)+(11)
1	Preliminaries & General Items			1,212,264	The State of the S						1,212,264
2	Method Related Charges			50,000							50,000
3	Track and Formation	2,908,517			2,908,517			3,816,945	6,725,462		6,725,462
4	Tramstops	1,414,483			1,414,483			197,573	1,216,910		1,216,910
5	Utilities works							279,660	279,660		279,660
6	Highways	2,837,172			2,837,172			2,731,149	5,568,321		5,568,321
7	Buildings	291,299			291,299			27,570	318,869		318,869
8	Accommodation Works							73,480	73,480		73,480
9	OHLE	382,187			382,187			75,662	457,849		457,849
10	S27 Edinburgh Park							1,164,295	1,164,295		1,164,295
11	A8 Underpass							1,753,699	1,753,699		1,753,699
12	S26 5th Gyle Access Bridge							125,456	125,456		125,456
13	S21E Water of Leith							430,000	430,000		430,000
14	W4 Russell Rd RTW							1,061,011	1,061,011		1,061,011
15	Other Structures							391,844	391,844		391,844
16	Miscellaneous							2,814,775	2,814,775		2,814,775
17	Off Street TM	1,010,745	756,184	2,065,216				*	*		2,821,400
18	Depot							1,350,497	1,350,497		1,350,497
19	Depot to Airport							223,298	223,298		223,298
C IIIE	Total	8,844,403	756,184	3,327,480	7,833,658			16,121,767	23,955,425	32115	28,039,089

Printed: 10/09/2010

Project Carlisle: "Guaranteed Maximum Price"

Subcontractor GMP Summary

Subcontractor: Parsons Brinkerhoff

Design

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

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				Scope Works		
Grand Total				Change		
	Risk / Opportunity	Scope Works Total	New Submission	Already Submitted* and Not Agreed	Already Submitted* and Agreed	Original Subcontract Work
2,204,792		2,204,792				2,204,792
1,570,949		1,570,949	466,926			1,104,023
3,853,322		3,853,322	2,180,425		672,897	1,000,000
858,33		858,335	141,912		41,423	675,000
4,543,777		4,543,772	1,082,493	271,977	3,189,303	-
308,30		308,301	150,000		158,301	
-		-				
968,19		968,192	176,302	541,890	250,000	
495,00		495,000			495,000	
1,045,052		1,045,052	1,045,052			
15,847,71		15,847,716	5,243,111	813,867	4,806,924	4,983,815

^{*} At the 30th June 2010

APPENDIX 1.2

SIEMENS - Guaranteed Maximum Price Breakdown

Appendix 1.2 - Siemens GMP Breakdown

		Carlisle
Siemens UK	UK Project Management	13,324,66
Siemens UK	UK System Engineering	3,001,62
Siemens UK and BAM	Trackwork	43,471,28
Siemens UK	UK Depot Workshop	2,028,34
Siemens UK	UK Electrification	6,003,203
Siemens UK	Infrastructure	3,185,03
Siemens UK	Insurance, Bonds and Financial Guarantees	1,712,35
Siemens UK	Control & Information	5,111,93
Siemens UK	Communications	5,009,483
Siemens AG	Electrification, Automation and Depot Equipment	29,688,648
	Change Orders	5,123,140
en en Argentalian de Mandales en en en	Additional Carlisle Components	941,496
Overall Project	Total	118,601,221

APPENDIX 1.3

CAF - Guaranteed Maximum Price Breakdown

Appendix 1.3-: CAF GMP Breakdown

CAF cost associated with Project Carlisle

Assumptions:

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

Delay costs:

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

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

Grand Total (1+2+3+4) Delay Costs

5.437.793,27 Euros

TSA Pending payments:

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

APPENDIX 1.4

SDS - Guaranteed Maximum Price Breakdown

Appendix 1.4 - SDS GMP Breakdown

Summary

SDS ref:	Туре	Description	Comments	Fee to Complete	Certified to Date*	Overall Fee
ULE90390A	Core Scope			£ 220,013.00	£ 1,984,779.00	£ 2,204,792.00
ULE90390A	Changes			£ 1,892,768.34		
ULE90485A	DC - Design Coordination			£ 141,428.57	£ 353,571.43	£ 495,000.00
ULE90391A	Phase IV			£ 875,961.43	£ 694,988.00	
ULE90393A	DS - Design Support			£ 141,911.57	£ 716,423.63	
ULE90392A	ECS - Extended Construction Support			£ 2,180,425.00	£ 1,672,897.00	£ 3,853,322.00
ULE90392A	ATR	1		£ 150,000.00		£ 308,301.00
ULE90390A	Disruption			£ 1,045,051.00		£ 1,045,051.00
ULE90474A	Prolongation			£ 768,192.46		£ 968,192.46
ULE90390A	Incentivisation			£ -	£ -	£ -
				×		
		Į.				

10					
Total	£	7,415,751.37	£	8,431,964.12	£ 15,847,715.49

Assumptions:

- * Certified on 13/07/10 for works up to 19/06/10
- Fee for MUDFA/Utility works associated with the Collateral Warranty in favour of tie from the SDS Provider is not included 1 in this Summary and is not therefore considered to be included in the 'Overall Fee' for this scope of works.

SDS ref: ULE90390A Core Scope

Date from	Date to	Description	Comments	Value		
15 May 2008	01 November 2010	Phase III works outstanding	10% of late deliverables - secured when DAS issued	£ 36,000.		
		Phase III works outstanding	Systems Assurance deliverables	£	193,011.00	
15 May 2010			Adjustment for MUDFA contract	-£	14,603.00	
15 May 2010			Adjustment for DCR0114	£	5,605.00	

Total £ 220,013.00

Dates above relate to V 60 of the SDS Design Delivery Programme

SDS ref: ULE90390A Changes

Date from	Date to	Description	Comments	Value	
15 May 2008	01 June 2010	BSC Change Instructed (DCO)	Remainder of fee for instructed changes	£ 866,246.09	
15 May 2008	01 June 2010	BSC Change Estimated	Changes not yet instructed	£ 1,032,127.25	
15 May 2010			Adjustment for DCR0114	-£ 5,605.00	

Total £ 1,892,768.34

SDS ref: ULE90485A DC - Design Coordination

Date from	Date to	Description	Comments	No. of Weeks	Rate	Value
17 January 2010	31 January 2010	Remainder of DC monies	Period 4 & Period 5			£ 141,428.57

Total

£ 141,428.57

SDS ref: ULE90391A Phase IV

Date from	Date to	Description	Comments	No. of Weeks	Rate	Value
18 June 2010	15 July 2011	Fee for Phase IV - As Builts	Pro Rata 25.6k per period Plus £50k Post Construction Surveys			£ 409,035.0
19 July 2010	01 November 2010	Jason Chandler	37.5	15	£ 95.00	£ 53,437.5
02 November 2010		Jason Chandler	7.5	82	£95.00	£ 58,628.5
19 July 2010	01 November 2010		37.5		£95.00	
	21 December 2011		15	59	£95.00	
19 July 2010	01 November 2010	Claire Paterson	37.5		£38.00	
19 July 2010		Pauline Benn	37.5	97	£ 38.00	£ 138,632.1
15 July 2011		Colin Cromar	37.5	46	£ 49.00	£ 84.000.0
19 July 2010	26 November 2010	Martin Alexander	4	19	£78.00	€ 5,794.2
19 July 2010	26 November 2010	Brian McCrear	24	19	£95.00	£ 42,342.8
Credit for As Built Dr	rawings Yet to Be Co	mpleted				-£ 75.000.0

Total £ 875,961.43

Jason Chandler

Full time Project Management during completion of the detailed design and then 1 day per week until the end of the commission

Full time commercial suppport during completion of the detailed design and then 2 day per week until the end of the commission

Kate Shudall preparing invoices, ATRs, change estimates.

Claire Paterson

Secretarial and office management support to the completion of the SDS detailed design

Pauline Benn Document control support until the end of the SDS commission

Colin Cromar

As built drawing preparation and CAD support

Martin Alexander Updating of Design Programme until end of detailed design completion

Brian McCrear

Halcrow PM cover until end of detailed design.

SDS ref: ULE90393A DS - Design Support

Date from	Date to	Description	Comments	No. of Weeks	Rate	Total	
01 July 2010	01 November 2010	Alan Dolan	9.5	18	£ 95.00	£	15,858.21
01 July 2010	01 November 2010	Mike Coupe	37.5	18	£ 95.00	£	62,598.21
01 July 2010	01 November 2010	Claire Ferguson	9.5	18	£ 38.00	£	6,343.29
01 July 2010	01 November 2010	Laurie Mentiplay	15	18	£ 78.00	£	20,558.57
01 July 2010			37.5	18	£ 38.00		25,039.29
21 June 2010	30 June 2010	See Latest Application				£	11,514.00
						+	
						-	
						1	
						-	

Total £ 141,911.57

SDS ref: ULE90392A ECS - Extended Construction Support

Date from	Date to	Description	Comments	No. of Weeks	Rate		Tota	al
01 July 2010	01 November 2010	Alan Dolan - Time split with Design Support until 1/11/10	28	18	£ 9	5.00	£	46,740.00
01 July 2010	01 November 2010	Claire Ferguson - Time split with Design Support until 1/11/10	28	18	£ 3	8.00	£	18,696.00
01 November 2010	25 May 2012	Alan Dolan	37.5	82	£ 9	5.00	£	290,598.21
01 November 2010	25 May 2012	Claire Ferguson	37.5	82	£ 3	8.00	£	116,239.29
01 July 2010	25 May 2012	Chris Reid	37.5	99	£ 9	5.00	£	353,196.43
01 July 2010	27 May 2011	Tom Kelly	37.5	47	£ 9	5.00	£	167,946.43
01 July 2010	29 July 2011	Scott Kelland	37.5	56	£ 7	8.00	£	164,217.86
01 July 2010	31 August 2012	Jacek Stachowiak	37.5	113	£ 4	9.00	£	207,900.00
01 July 2010	01 January 2011	Steve Anderson	37.5	26	£ 7	8.00	£	76,885.71
01 July 2010	01 May 2012	Stephen Surtees	37.5	96	£ 9	5.00	£	340,982.14
01 July 2010	28 October 2010	Tom Culligan	37.5	17	£ 7	8.00	£	49,725.00
01 July 2010	01 May 2011	Kevin McGinty	37.5	43	£ 7	8.00	£	127,028.57
As required	2 months	Roads Engineer - Lindsey Road and Depot access road	37.5	8	£ 9	5.00	£	28,500.00
01 July 2010		Structures Engineer	37.5	56	£ 7	8.00	£	164,217.86
21 June 2010	30 June 2010	See Latest Application					£	27,551.50

Total £ 2,180,425.00

SDS ref: ULE90390A Disruption

Date from	Date to	Description	Comments	Valu	ue
01 January 2008	30 December 2008	Net of EOT		£	316,902
01 January 2009	30 December 2009	Net of EOT		£	503,149
01 January 2010	30 June 2010	Net of EOT		£	125,000
				£	100,000

Total £ 1,045,051.00

SDS ref: **ULE90474A Prolongation**

Date from	Date to	Description	Comments	Value
15 May 2008		PB and Halcrow Prolongation Claim Up to 26th Sept '09 only	£50k of £250k oustanding as per MoU	£ 50,000.00
		PB and Halcrow Prolongation Claim Up to 26th Sept '09 only	£792k of total Claim minus £250k accetped under MoU	£ 541,890.00
26 September 2009	02 November 2009	PB and Halcrow Prolongation Claim Up to 02nd Nov '09 only	EOT bewteen 26th Sept '09 and 02 November '09	£ 60,252.00
28 February 2010		PB and Halcrow Prolongation Claim Up to 16th July '10 only	EOT bewteen 28th Feb '10 and 16th July '10	£ 116,050.46

Total £ 768,192.46

Summary of supporting information

15 May 2008 to 28 February 2009

Detailed in SDS Contract Additional Managament and Supervision Document of 31 May 2009

02 March 2009 to 25 September 2009

Detailed in e mail from Steve Reynolds to martin Foerder on 29/09/2009 13:25

Total of above £791,890 for the period May 2008 to 25 September 2009

26 September 2009 to 2 November 2009 Detailed on Tab labelled Prolongation 26-9-09 to 2-11-09

28 February 2010 to 16 July 2010

Detailed on Tab labelled Prolongation 28-2-10 to 16-7-10

SDS ref: ULE90390A Incentivisation

Date from	Date to	Description	Comments	Value	
15 May 2008	Present	Incentivisation	Issued on time	£	-
15 May 2008	Present	Incentivisation	Delayed due to tie/CEC Delay	£	-

This issue has been removed from the Revised Project Carlisle Proposal, as that it is contracted directly between tie and SDS.

Total £ -

EDWINDH TRAM NETWORK - BSC CHANGE WISTRUCTED

	CLEDWING CO.		nysos			From BBS						北海 江山(秋)。	The state of the state of	The state of the s
ndex	Ref to the	Short Title	Change Estima	Date	Value	Change Order	Dale	Válue		GC Change?	Adjustment due to DC	Curtities	Fee Remaining	Coal for Drawings
ndes	Per to tio	Short Tibe	Number	Date	Value	Number	Data	Value		DC Change?		Certified	Peop Barnalating	Challenged by lis
DCR0024	VE	Rosebum Street Vacket VE	DCR0024	62-07-5000	216,619	(was DCI005)	06/02/2000	r	316,618		¢ -	E 284,857,10	E 31,661,90	
DCR0082	76	Gogat Additional Translep Getwied Design	DCR0062	11.03.00	240,035	DC0055	16/06/2000	t	340,938			€ 252,522.26	E 78,415.74	
OCRO062A		Gogar Additional Transitio	DCR0082A	25/03/19	C101,514.35	DC0121	24062014	c	100,877		ŧ .	£ 62,039 90	€ 37,937.93	€ 638.04
pchoioi	278	Further requirements Wider Area Modelling	DCP(0101	73027006	6,809	000002	99/01/2010	·	4,875	.2	IC. COM	\$,875,00	1,625 00	
OCROTO2	143	SO Transder commonts	DCR0103	27,02,2009 1	15,162	000091	06.01/2010	14-11		7	18	8	£	
DCR0104	143	Lochade up to adoptable	DCR0104	19/9/12009	24,132	000071	3359/2009	10000	04,102		t .	£ 30,718 80	2 3,113 20	
DCR0125	269	Trachom - ground ingrovement	DCR0125	29/01/2000	274,686	DC0018	23527001		274,686			£ 239,965.10	£ 34,720 45	
*******	203	and with allon mittgeton	DOMO123	23012000	214,000	DCOOLG	2450000	17	214,000			235,202,10	2 04/12049	
DCR0127	244	Building Fixing Owner Agree munis	DCR0127	29/01/2009 (14,265	000000	09/12/2001		14,265		c .		€ 14,265 00	
DCR0134	258	All further black proofing Reads construction analysis of	DCR0134	24022000	39,549	000059	92,97,7000	S	49,542		1	£34,410,20	F6,991.22	
DCR0140	271	Reads construction analysis of posuits	DCR0140	29/01/2009	299,440	DC0030	23/02/2009		299,440		f .	\$ 88,615.20	£ 200,624 80	
DCR0141	223	Hawhome Valu cycloway connection	DCR0141	11/09/2005	4,254	000001	10/12/0509		4,894	7	¢ .	f 1,768.90	¢ 3,124 10	
DCR0146	277	Design of Canegy and boundary treatment at Airport Klock	DCR0146	57 IN 5000	42,574	DCO038	1585/2009	¢	42,574		ε .	£ 34,059.20	c 8,514 80	
DCR0147	287	Form Ports Access to buffic signal	DCR0147	16 09 5000	7,776	000045	28/07/2009	¢	7,778			E 7,000 20	£ 777.80	
DCROISE		West Dieset Furnaut Revision	DCR0161	10/07/2009	3,393	000074	03/12/2000	i	3,205				\$ 3,204.50	
DCHOISE		West Dispot Turns / Fley's on Existing Batter to North of Gogar	DCR0160	17:01:2000	14,632	DC0058	17/06/2003		14,632			£ 14,532.00	0	
		Orpot - Eschworks Carrestof Lone substation												
DCR0167	281	affernative design. Heraterson.	DCR6167	30/10/2009	119,171	000084	10/13/2003	2	119,171			€ 20,000 00	£ 99,171,00	C 5,625,00
DCRD185		Okubal Corougi Re-design WERS trackform and Stateger	DCR0168	23.04.2000	41,305	DC0044	09/06/2009	¢	41,304		t .	¢ 33,043 60	£ 8,250 40	
DCR0170	270	HIS Transcop Eneting Unity Springer	DCR0170	62/09/2009 8	9,775	DC0078	03/12/2005		1,665		£ ,	t 333.00	£ 1,332 00	
DCREVES	317	Oth development workshop	DCROY7 DCROY78 DCROY78	01,05700H	6,511	0C0373 0C0331	7A067509 9A05309	ć	9,511			£ 3,659.90	£ 651.10 £ 4,695.00	
DCR0178	377	Q5. Rudevelopment indekthop	DCR0178	01/05/2009 0	6,260 47,263	000031	86/06/2001	(6,260			t 1,565.00		
DCRBITS	379	CLC development workshop	DCFQ179	01/05/2009 1	47,262	DCD074	\$4.045003	5	47,202			\$ 42,535,60	4,775.20	
DCR0181	203	Great Additional Design Goder Land & Scottsh Water	DCMQ18)	09:06:00000	46.05)	DCD0100	66012010	1	27/130		11/13	£ 35,138.00	11,713.00	
DCR0191	310	Other Overson	DCR0191	0508-2000	16,284	DCO983	10/12/2009	¢	16,284	/	t -	T 14,655 60	t 1,528 40	
DCR0193		Street Lighting Haymarket Terrace	DCR0193	99 17/2005 1	2,128	DC0105	06'01/2010	c	380		c .		€ 380.00	
QCR0105	439	Office Move	-:-:-	30.07/2005	17,313	DC0064	30/07/2009	6	29,000		766,01	\$ 17,113.00	£	
DCR0198	417	BAA Dueling Future proving Eastfeld Avenue BAA Sew Burnste Book	DCR0198	27.08 2000 1	1,112	000088	10/12/2005	t	1,112		£ .	C 758 52	£ 353.48	
DCH0200	450	0-411111 00- 8-01 - S00	OCR0200	01/10/2009	5,944	DC0089	10/12/2009		5,510	/	£ .	£ 1,409.25	£ 2,534.25	¢ 875 00
DCR0303	453	Algerran	-124555	10/12/2006	(312)	BOOMS -	19/3/2009	1	4,500				4,500.00	457.50
DCR4301	46)	Forth Ports Scarning Approvals	DCR0203	10/12/2001	750	0C0085 0C0086	10/12/2009		10,000		1,719	2,000.00	2,749.50	£ 457.50 £ 382.50
OCR0205	465	Ridetion of drainings and alone	DCR0205	10.15/3000 0	3,262	DC0087	10/12/2009	1	2,000	,	£ 1,262	£ 2,000 00	£ 1,261.50	£ 4250
DCR0209	305	Greatey Turnel Underground	DCR0209	05/03/2016	20,164	DCO101	66.01/2010		16,750	,	E 1,414	t 18,750 00	£ 1,414 00	
		Chamber and Services From Stone Development												
DCH0212A	476	Wedstop: Al yorks	DCR0212A	72 02 2010 1	116,773	DCO108	00013010	10	26,250	-	€ 80,523	t 23,625 00	E 93,146 00	r 3,570 00
DCR0213A	477	Substation Development	DCR0215A	13/11/2000 0	139,950	DCQ111	15/01/2010	c	67,500	1	¢ 72,450	£ 57,735 00	E 82,215 00	£ 892 50
DCR0214		Workshop - At works Provision of 110v Supply to Transaction	DCR0214	11/09/2009	11,357	000103	8691/2010		8,518	1	¢ 2,039	£ 7,665.20	c 3,690.60	
OCRES19	458	Transpoli Drainage Development Workshop	DCR0218	Ting 4500	38,335 11,335	0C0109 DC0110	66 01/2010	(19,750 11,750	.3	\$ 20,345	15,927.50	\$ 23,297.60	2,635.00
	4)89	Frederick Streatures gotesing	DCR0719	23/02/22/01	11,399		06.01/2010	15	11,750		165	7,550.00	2,854.50	
DCR0270	. 512	Compressed Av Supply Chils re-devign to but Sensors	DCM9550	BE11/7006 t	19,007	000104	06.01/2010	5	7,250		5	1,750.00	6,256.50	£ 552 60
DCR0227	376	CLE design	DCR0227	64,642010	137,948	DC0114	16/03/2010	¢	60,000		E 77,948	£ 54,000 00	E 83,947.50	£ 4,250,00
					2,350,294			£ 21	45,628.90	-	Tr 277,541.60	E 1,451,009.31	\$ 664,246.00	C 10 530 54

EDINBURGH TRAM NETWORK - BSC CHANGE ESTIMATED

ndex	(NTC (HSC)	Short Title	Section	By SDS Change Estim	ale		From 885 Change Order			A TO SERVICE	A PARTY OF	
	Ref to the	SHOTT THE	Socioli	Number	Date	Value	Number	Date	Value	Certified	Fee Hemalolog	Cost for Drawings
dex	Ref to the	Short Tille	Section	Number	Date	Value	Number	Date	Value	Certified	Fee Remaining	Chailenged by Ile
DCR0062	81	Gogar Surcharge Utilisation	/A	DCR0062	01/06/7008	CIDAL		1		c -	£ 1,994,00	DIMPINATE INC.
		in/ermal Contuctation THO										
DCR0196		Ctuarges	SW	DCR0195	31/07/2009	¢ 77,940					£ 77,940,00	
DCR0226		DCE Base Special - Airport	/A	DCR0228	31/03/2010	€ 27,890				£ 5,578.00	£ 22,311,50	£ 297.5
DCR0229		DLE Pinihs on Situatures	5W	DCR0229	98/04/2010	¢ 115,526					£ 115,525.75	
DCR0233	529	Gogar Landfill profile re design	7A	DCR0233	10/03/2010	£ 19,875				E 19,674.50	2 .	£ 263.5
DCR0235		Special Trackform on Leith Walk	18	DCR0235	08/04/2010	E 8,220					c 6,228,75	£ 42:
DCR0237		Rushay Bridge Flouting Track Design	sw	DCR0237	08/04/2010	£ 68,510					£ 68,510,00	
DCR0238		Hydraulic Model of Gogarbum	/A	DCR0238	10/03/2010						£ 57,960,00	
DCR0241		Refairing Wats Topo Survey ScotRati Depol		DCR0241	02/03/2010					£ 1,542,50	· · · · · · · · · · · · · · · · · · ·	
		Changes to Maraylina			*********	,						***********
DCR0242	167	Accomedance Works Wanderers Club House	SA	DCR0242	15/03/2010	E 692					€ 692,00	L
DCR0248		Special Tracklore Construction at Station Death obstructions	1	DCR0248	14/05/2010	£ 61,695					£ 61,694,50	
DCR0250		Further to DCR0113 amendments are required to Internat Relaining Was for Haymarkot Viaduct	2A	DCR0250	12/05/2010	E 3,606				\$ 3,606.00	£ ,	
DCR0251		Heinstate traffic island on Princes	IG	DCR0251	04/05/2010	E 1,140					E 1,140.00	
DCR0253		Runnet Road Retaining Wall	5A	DCR0253	24/05/2010	£ 23,757			·		t 23,757.00	
DCR0255		Constallation Error Grovenous Sireel 2 Way Change	10	DCR0255	04/05/2010	E 49,980					£ 49,880 00	£ 850 0
DCR0255		Cathedral Lane Substation	16	DCR0256	25/05/2010					ε 20,000 00	£ 3,113.50	
		Missignment Hussell Road Retaining Wall							·			
DCR0257		unforeseen ground conditions W3	SA.	DCR0257	04/05/2010	£ 7,411					£ 7,411.00	
DCR0259		Special Transform Construction at Shallow Depth obstructions	1	DCR0259	20/05/2010	£ 18,720		1000000	ACCUPATION OF THE PARTY OF THE		£ 18,720.25	
DCR0134A	258	NK further habita propring - OLS	7A		stimated but n	ot yet formally subm	itted reviewed b	yBSC	1			
	250	changes.									£ 4,378,00	
DCR0245		OLE Special Foundations Several				£ 105,438					£ 105,437,50	
DCR0283		TQ1853 Update 58 MX Re	58			€ 3,833					£ 3,832 50	
DCR0265	485	Fram Turnback Strategy	SW			80,000					£ 80,000,00	
DCR0271		DKE renewal CAF from Close aut of DKE analysis and lates of	5W			£ 7,733			1		r 7,732,50	
DCR0272		Haymarket OLE Plinths	2A			£ 1,883					£ 1,882.50	M-44 1-0-10-10-10-10-10-10-10-10-10-10-10-10-
		Murrayleis Stadium Retaining					*****		***		******	
DCR0274		Wals Ground improvement Change TO1909	5A	remmere		£ 52,400					£ 52,400,00	
DCR0222		Screet Lighting new comment cone; if a beneficial Cutting inc on Structures	10			C88,8 2					£ 6,682,50	
DCR0230		Ducting inc on Structures Sement additional regularments				£ 57,600					£ 57,500.00	
DCR0231		Siement additional regulaments Earthing and Bonding Deceloperant Workshop	sw:			£ 73,157					E 73,157 00	
DCR6264		Miss legerneet Listed Building Consents for Dublin	16			£ 11,250					£ 11,250.00	
DCR0257	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	St Depot Tram Wash Equipment	6			£ 26,343					€ 26,343.00	
DCR0268		Gegot Revisiod layout showing				£ 10,005					\$ 10,005 00	*************
		service requirements Deport Earthing and Honding and				£ 14,105					£ 14,105 00	
DCR0269		Special Systemans Translep Layout Changes	SW			£ 23,888			·		£ 23,867 50	
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DCR0269	586	Lection of the Mound, Panent Cl	IG			£ 4,556					5	
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DCR0270 DCR0273	586	American of the Mound, Pences Si and Hanguer St CCRG walness Flanning and Bendung Additional Cross Sections for									£ 10,000,00 £ 8,000.00	
DCR0270 DCR0270 DCR0273 DCR0277	586	Ancien of the Mound, Pances St and Hundrer St CCRG wallway Faciling and				£ 10,000						************

Only Changes listed above (plus previously instructed) are included in the GMP fee
All above changes are estimated relevant to the associated Change Notices/Lation/Email correspondance between SDS 8 BSC

CONSURGE IRAM HETWORK - CHANGES MAY OR MAY NOT BE REQUIRED BUT SCORE YET TO BE CONTRINED FOR THE PURPOSE OF CHANGE ESTIMATED AND INSTRUCTION:

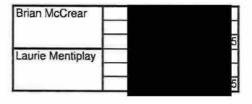
ndax	Art to the	Short Tide	Puli Description	From BBS Change Natifica Reference	don Date	Dy SDS Change Estim Number	Afe Dote	Value	Certified	Fee Remaileing	Commenta
inden	first to the	Short Title	Full Description	Reference	Date	Number	Date	Value	Certified	Fee Remaining	Comments
DCR0144		Stage E Landscape Drawings	As par CEC informative and meeting Beat						t		Scope not yet continued Jis Estenate and clearly fluid.
DC/10228		Sculpi Gyto Access Bridge Detailed Design	Changes in \$35 and W11 detailed design as set BC/0133 transfelly assed						t	· (.	Scope not yet confetted No Estendo included in CASE.
DCR0232		Fower Place Bridge Persone Ramp, Remove concrete downstand, Revise OLE Beseptate	See (IDC151	RDC154 RDC154A	21/01/2010 02/07/2010				t	· t ·	Scope not yet confirmed - currently thought to be unepprovemble. No Eatimate included in GMP
DCR0240		Forth Ports Saction (A - Fonce Allerations	Additional constraints in Cesino area						ę		Scope not yet continued No Estimate lacketed in OMP
DCR0243		Laure of Oksahlman Singles Inc	New CEC comment related to the provision of additional signs, not proviously rescussed						t		Scope not yet confirmed No Estimate Included in GMP
DCR0264			New phone mast construction conflicts with proporate for structed desays						ξ	. 8 .	Scope not yet continued No Estimate included in CLASP
DCR0252		Mounting of sign plates on outdings or callings	Letter request to review all possibilities						ž	. e .	Scope not yet confirms No Estimate Included in GAS*
DCR0291		Mosetu - St Vinduct curtain walls	Design of curtain walks required at Receipure St in lieu of current tercing proposals in the violatty of each abstract	RDC167	20/05/2010				R	· c ·	Boope not yet confirmed No Estimate included in GMP
DCR0266		Wursyleis Transing Layout Charges	Bollard, Fence and Turnsille Changes						¢		Scope not yet confirmed No Estempte included in CMSP
DCR0276	2007 - 0-0	Gde Stret Junction	Redesign Junction as requested by CEC	ADC170	06/07/2010				¢		Scope not yet continued No Estimate included in GLIP
DCROZZE		Pigardy Place Dataled Design	Surther to DOR0173 & DCR0921						¢		Scope not yet continued. No Estimate included in GUSP.
DCR0206		Profession Quardial Charge			1				£	-1	Scope not yet confined. No Estimate included in GMP
DC90281		Ospar Interchange - Name Change	Edinburgh Galeway		1				e	-	Scape not yet contined. No Estimate Included in CAIP
DCR0282		Gogar Inlandranga - All Oreinage	Refecate combined saww						٤	1	Scope not yet continued No Equinate waiteded in GMP

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

20/07/2010

Employee/Supplier	Data	Week	Total
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CHANDLER, JASON ROY	Sum of Quantity		
	Average of Contract Rate		
	Sum of Contract Estimate		
CHANDLER, Mrs. CARLA (CARLA)	Sum of Quantity		
	Average of Contract Rate		
	Sum of Contract Estimate		
SHUDALL, KATE	Sum of Quantity		
	Average of Contract Rate		
	Sum of Contract Estimate		
	Sum of Quantity		
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Total

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APPENDIX 2

VALUATION OF TIE CHANGES AND PROLONGATION

1 TIE CHANGES

- 1.1 We propose that amendments to the existing Schedule Part 4 Appendix G would be appropriate to simplify the rules concerning valuation of tie Changes and to establish rates for valuation of prolongation.
- 1.2 The valuation of any tie Change will continue to be made in accordance with Clause 80.6.
- 1.3 Where Clause 80.6.3 and/or 80.6.4 applies and to the extent that they apply to a tie Change then the valuation shall be on the basis of Actual Cost or Estimated Actual Cost.
- 1.4 In respect of a valuation of any work under 1.3 above tie's Representative shall apply head office overheads and profit percentages to the appropriate elements of Actual Cost or estimated Actual Cost as follows:
 - (a) Civil Engineering works

10%

(b) Systems and Track works

17%

- 1.5 In all cases where a **tie** Change is being valued in accordance with Clause 80.6, Site related overhead (Preliminaries) shall be valued and added as follows:
 - 7.4% to be added to the net valuation of the tie Change to cover the Consortium Preliminaries.

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

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

2 PROLONGATION

- 2.1 Infraco acknowledges that the principle of valuation of prolongation costs arising from extensions of time granted has been established through the mediation process leading to agreement of the Estimate for Infraco Notification of tie Change Number 1. The tie Change Order number 116 reflects the basis of this agreement, which shall be formalised and applied to the valuation of prolongation costs arising from extensions of time. Infraco proposes that:
 - (a) Prolongation costs including Preliminaries elements relating to Systems and Trackwork shall be based on Actual Cost or Estimated Actual Cost of the resources and/or labour employed by Infraco or its sub-contractors.

- (b) In respect of the valuation of cost elements relating to Systems and Trackworks, 17% is to be added to the Actual Cost or Estimated Actual Costs in respect of related head office overheads and profit percentages.
- (c) Preliminaries elements in relation to prolongation costs which relate to Civil Engineering Works arising from extensions of time or delay, valued in accordance with the rates set out in Appendix 2.1 hereto.
- (d) In all cases where prolongation is being valued in accordance with Clause 80.6 costs which relate to the Tram Supply Obligations shall be valued on the basis of Actual Cost or estimated Actual Cost.
- (e) In relation to Systems and Trackwork Actual Cost or Estimated Actual Cost will be established on the basis of the principles agreed in relation to tie Change number 1.

APPENDIX 2.1

PROLONGATION CALCULATION WORKSHEET

See Supplemental Information CD provided with 29 July 2010 Project Carlisle Proposal:

Appendix 2.1 - Prolongation Calculation Worksheet

APPENDIX 3

GMP DRAWINGS

For the section of tram between Airport and Haymarket, and other agreed accommodation works.

3.1 BSC GMP Drawings

See Project Carlisle BBUK GMP - See CD provided with 29 July 2010 Project Carlisle Proposal:

The following attached drawings supersede those previously provided on the Project Carlisle BBUK GMP CD provided with 29 July 2010 Project Carlisle Proposal:

ULE90130-07-BRG-00083, REV 1 ULE90130-05-PLG-00265, REV2 ULE90130-07-DRG-00136, REV 5 ULE90130-07-DRG-00137, REV5 ULE90130-07-STP-00032, REV 2 ULE90130-07-HRL-00003, REV 10 ULE90130-07-HRL-00903, REV 9 ULE90130-07-HRL-00403, REV 7 ULE90130-07-HRL-00503, REV 8 ULE90130-07-HRL-00201, REV 9

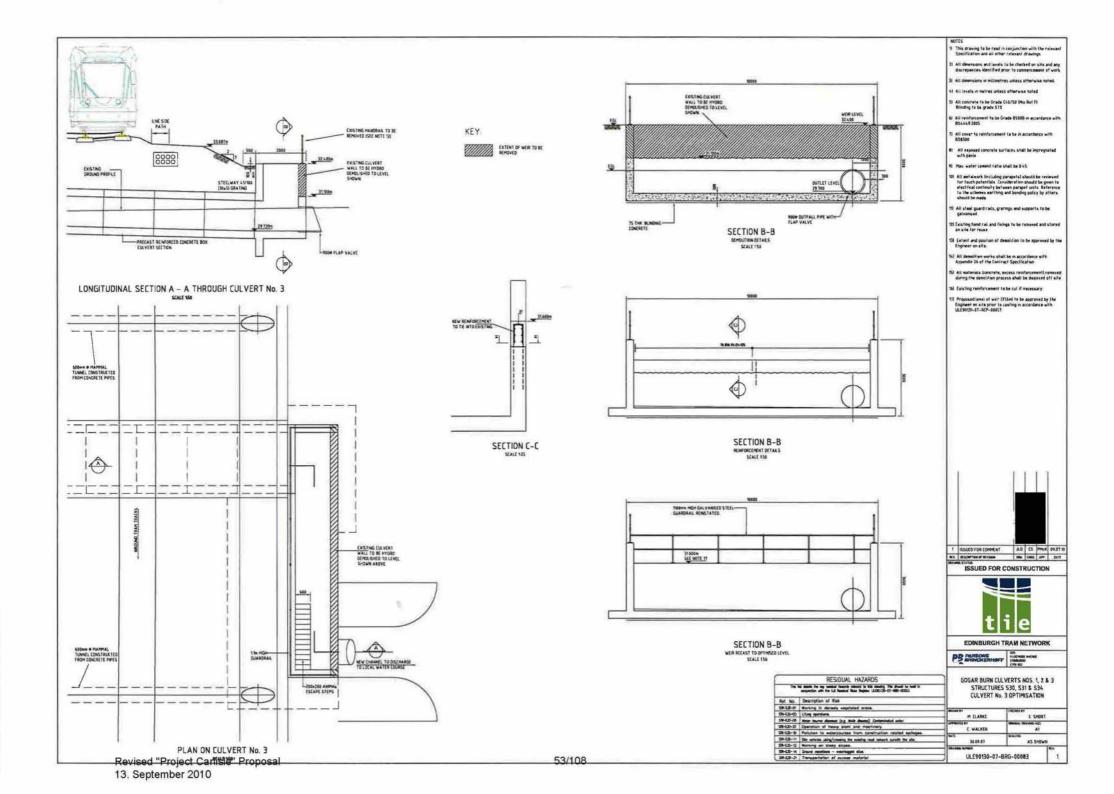
Appendix 3.1a – GMP Drawing Register 1 - See CD provided with 29 July 2010 Project Carlisle Proposal:

Appendix 3.1b – GMP Drawing Register 2 - See CD provided with 29 July 2010 Project Carlisle Proposal:

Appendix 3.1c – GMP Drawing Register 3 - See CD provided with 29 July 2010 Project Carlisle Proposal:

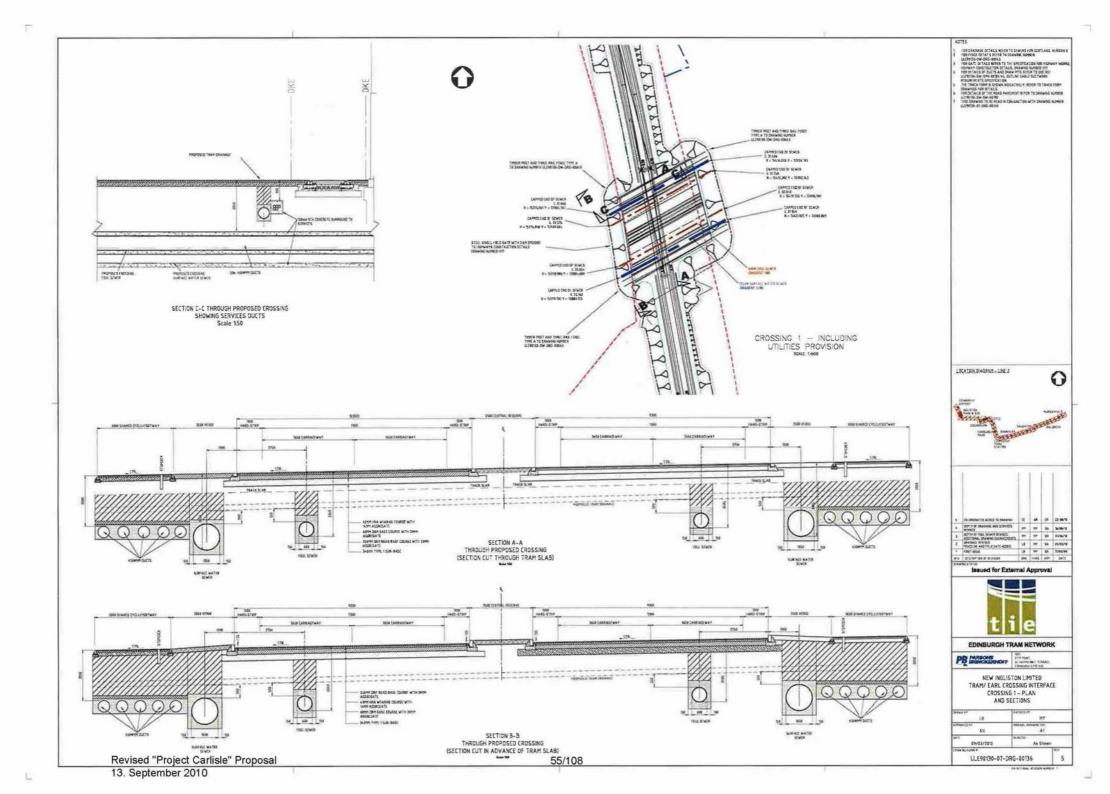
3.2 Siemens Design Submissions

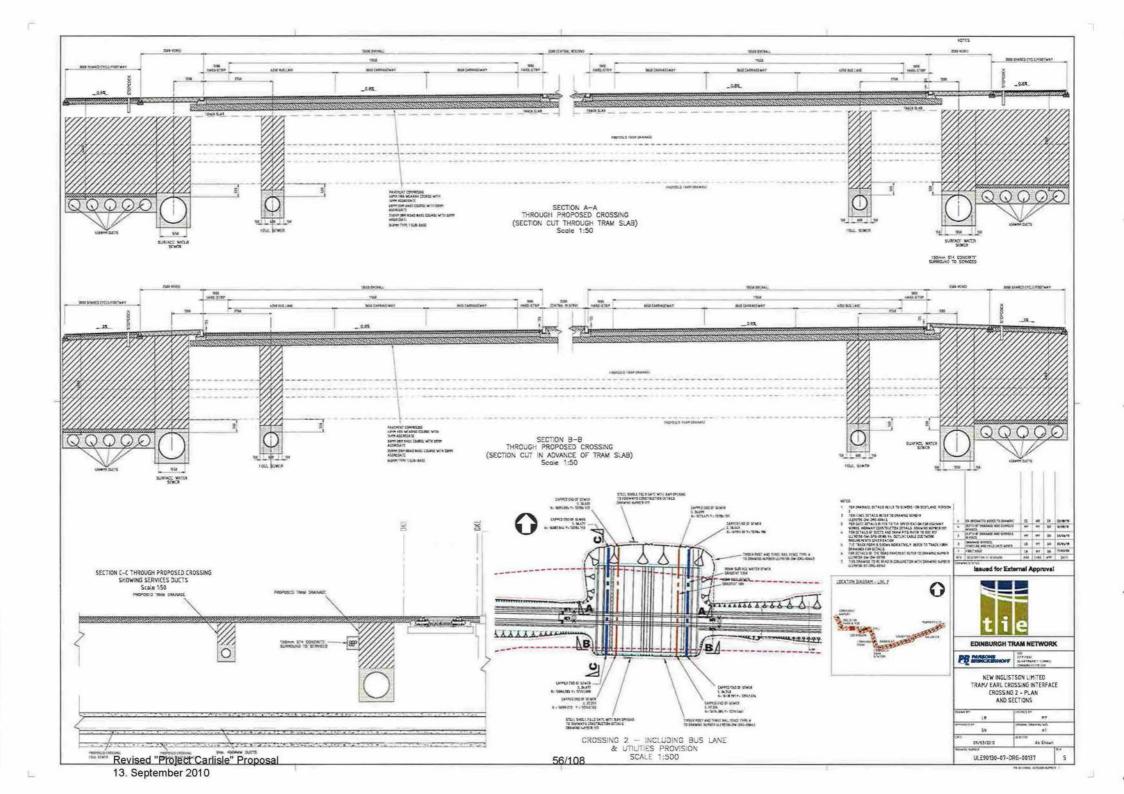
See Carlisle Siemens Appendix 3 – See CD provided with 29 July 2010 Project Carlisle Proposal:

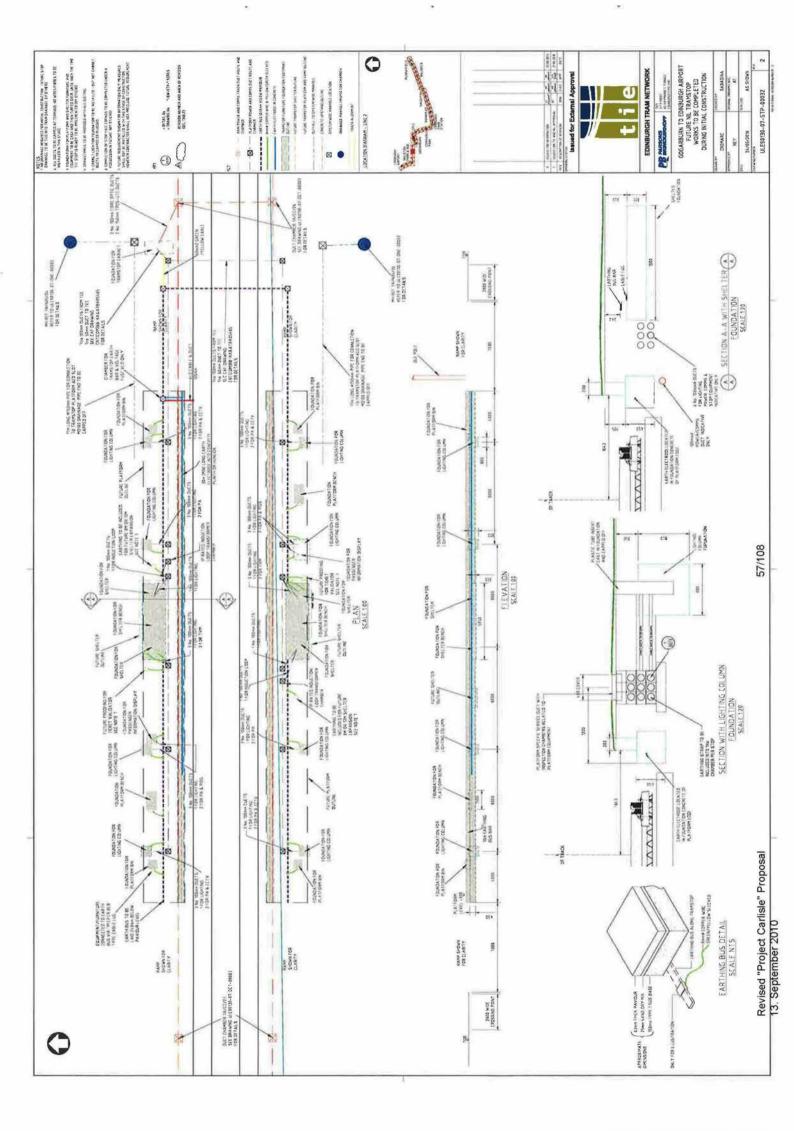


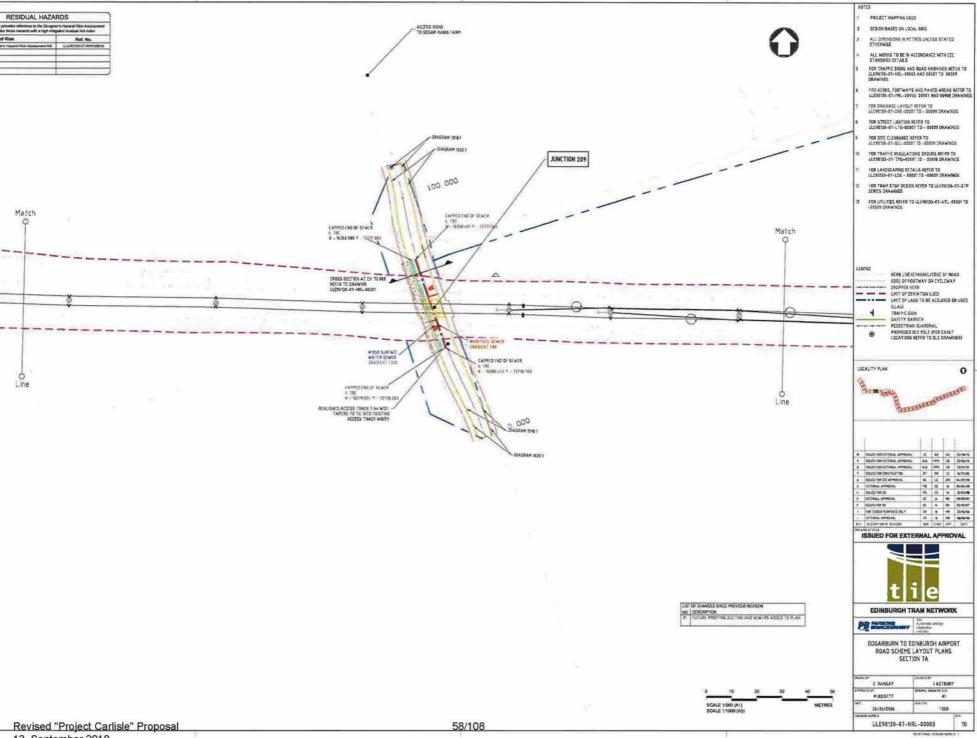
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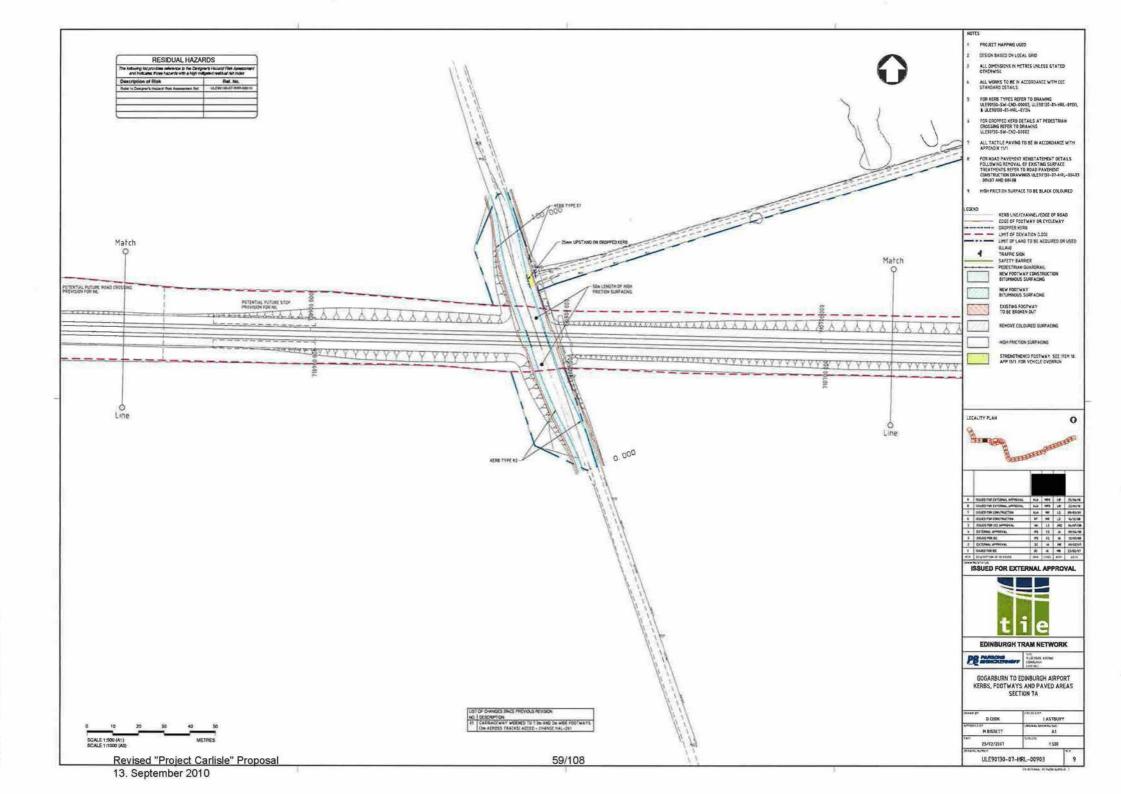
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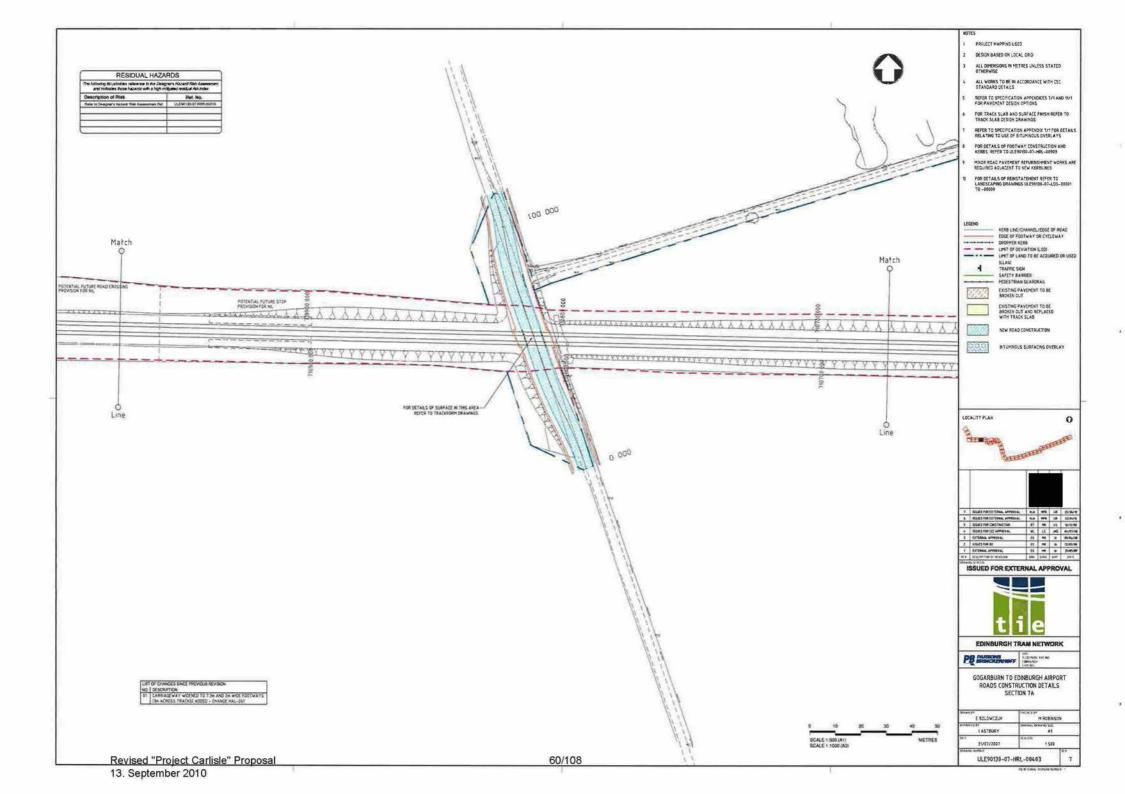


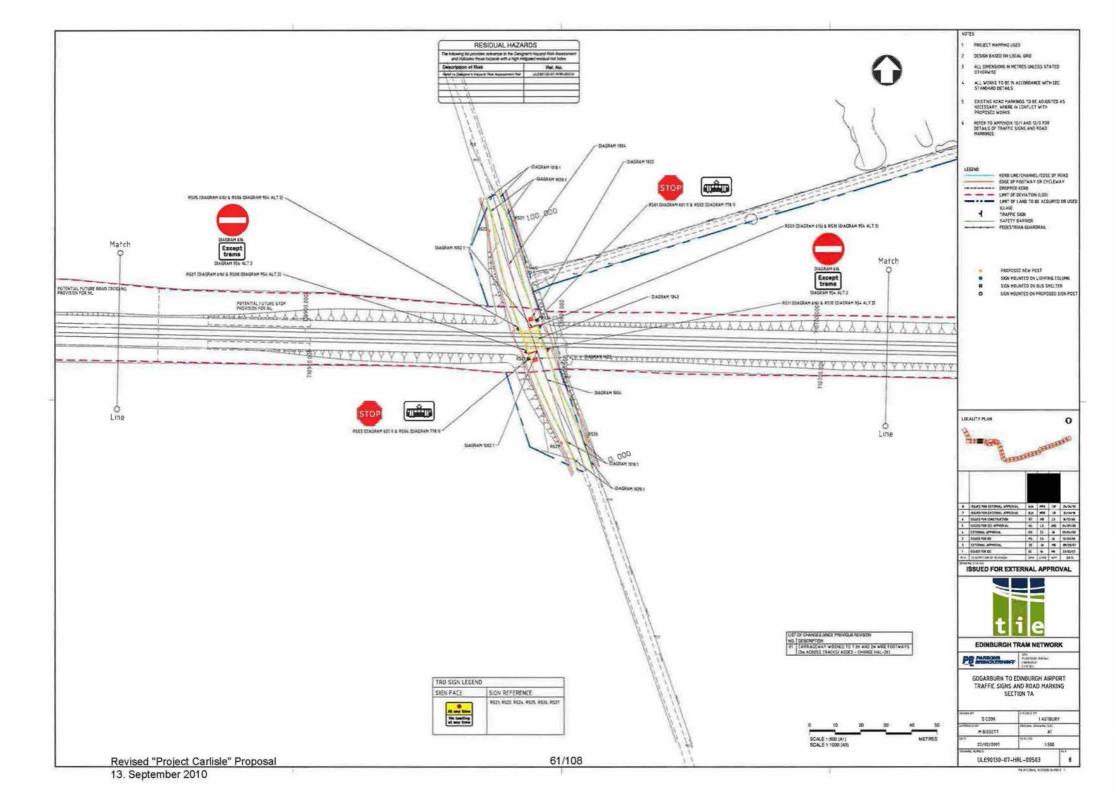


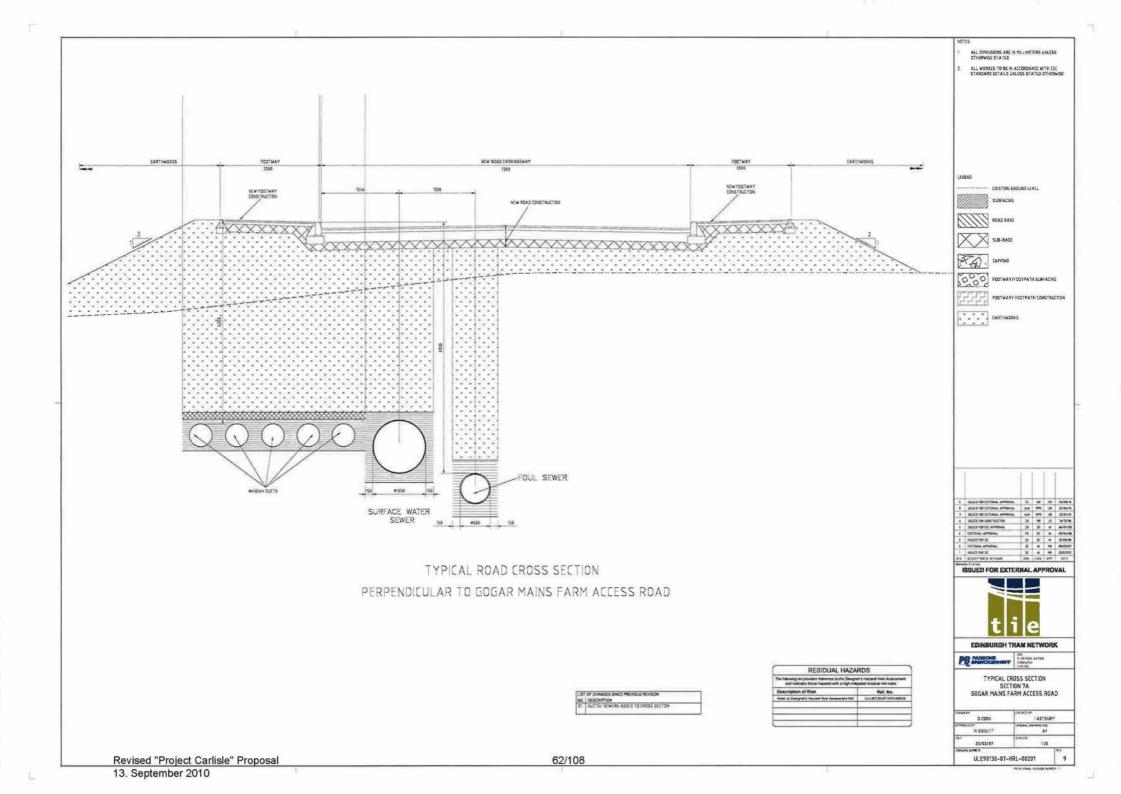












APPENDIX 4

PROJECT CARLISLE SCOPE

As previously stated, we have updated this Revised Proposal to reflect the scope Infraco will be able to agree on. In essence, we will carry out the works shown on the GMP Drawings for scope of work between the Airport to Haymarket, and the enabling works.

In General

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

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

Specific Identification of the Scope

- 1. HAYMARKET TO AIRPORT (including Enabling Works)
 - 1.1.1 Haymarket Corridor (chainages 200000 to 200814)
 - 1.1.2 Roseburn Junction to Balgreen (chainages 510000 to 511477);
 - 1.1.3 Balgreen to Edinburgh Park Central (chainages 520000 to 524555);
 - 1.1.4 Edinburgh Park Central to Gogar (chainages 530000 to 531898);
 - 1.1.5 Gogar Depot;
 - 1.1.6 Gogar to Edinburgh Airport (chainages 710000 to 712580).
 - 1.2 All enabling works as shown in the sketches included in Infraco's Project Calrisle Proposal, dated 29 July 2010:
 - 1.3 The completed, approved, assured, integrated and compliant Design for the Edinburgh Tram Network Phases Ia, to include certification thereof by each Infraco Member, the SDS Provider and any Infraco Party or SDS Provider Party involved in the production or development of Design or the Infraco's Design.

Exclusions and Qualifications

Roseburn Viaduct

Pricing is based as defined in the electronic record of "GMP Drawings" which are the IFEA Drawings (issued for external Approval) issued to CEC and Scottish Power for approval. Any impact on the design of the "GMP Drawings" shall be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

Pricing is based on the basis of an inclusion within GMP, the installation of a suitable and secure gate at the entrance to the portal (S502) to prevent unwarranted access to the Haymarket Rail Depot and potential for graffiti within the portal structure and on the basis of an inclusion within GMP, the installation of a "Trespa" system or similar approved architectural lightweight cladding finish on the face of the street facing walls of S501, S503 and S504 as an additional anti-graffiti measure and to improve the amenity of the area, a small area of additional soft landscaping up to a maximum area of 30m^2 , and the installation of false walls in front of the abutments of S504 based on the "Trespa" system or similar to match the cladding of the street facing walls. Initial details are shown on Drawing Number ULE90130-05-PLG-00265 rev 2 draft [based on attached sketch, to be further developed] (See Appendix 3).

Gogarburn Landfill Site (Section 7A)

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

Outstanding Approvals etc.

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

Trackform Type Confirmation

The trackform type at each location is based on the actual design as defined in the electronic record of "GMP Drawings"

Murrayfield Stadium Accommodation Works

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

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

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

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

Gogar Interchange

The Guaranteed Maximum Price does not include for the Gogar Interchange. The Guaranteed Maximum Price is based on the GMP Drawings.

New Ingliston Limited ('NIL')

The Guaranteed Maximum Price is based on the Drawings to be included in the electronic record of "GMP Drawings", and the drawings attached (See Appendix 3)

Airport Retaining Walls W14 & W15

The Guaranteed Maximum Price is based on an alternative piling solution to that shown in the electronic record of "GMP Drawings". As such, the fully developed drawings will not constitute a tie Change, to the extent of the revisions to the alternative piling solution. However, in the event that an alternative piling solution cannot be achieved, the return to the original piling solution will constitute a tie Change. Any changes required to accommodate the outcome of the flood modelling works are not at the risk of Infraco save for alterations required to the weir within Culvert No.3, as indicated on the drawing attached (See Appendix 3).

Airport Kiosk Design

No further future proofing is allowed in the Guaranteed Maximum Price.

The Guaranteed Maximum Price is based on the current developed elliptical design which is included on the drawings as included in the electronic record of "GMP Drawings".

Tramstop Design

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

Substation Design

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

Protection of Services

The protection and support of the gas main along Russell Road, as well any unknown service, is excluded from the Guaranteed Maximum Price. The protection and support of known services have been included in the GMP. The known services are:

INTC	Area and Description of Works
51	TNC002: Utilities diversions & associated works - Section 5a.
52	TNC003: Utilities diversions & associated works -Section 5b.
53	TNC004: Utilities diversions & associated works - Section 5c. (excl 5C/PW/D/003)
53a	Section 5C - SW Diversion 5C/PW/D/003 at Gogar Roundabout
267	Carry out Scottish Water Diversion at Gogar Roundabout
268	Carry out Scottish Power Diversion at Gogar Roundabout
302	Protection of live utilities at Russell Road Bridge during construction
340	Edinburgh Park Bridge South Abutment Base - Existing service (cable)
361	Scottish Power Utility Diversion Murrayfield Underpass
369	Temp works for Thus and C & W and dismantle water main at A8
	Underpass
431	Slew existing BT duct at A8 underpass
474	Additional manhole requirement - Section 5B
475	A8 Underpass - BT works - Slew 2 way and 4 way ducts
479	Proposed sewer lining at Water of Leith Bridge
517	Scottish Power Utility Diversion 5A/SP/D/05 at Russell Road Retaining Wall
523	A8 Underpass - support and protect BT equipment
555	Section 5B - Busgate, protection / diversion of existing services
559	5C A8 Underpass - SGN Diversion
560	5C - A8 Underpass - Grouting of existing sewer
561	5C - SP Cable at Gyle Stop Retaining Wall (Conflict ref 5C/SP/11)
577	Section 5C - W19 Gyle Stop RTW - Protection of existing services
601	5B - Busgate - SP LV Cable
602	5B - Busgate - Scottish Water existing Sewer
604	5B - Busgate - Street lighting power supply cable and ducting
611	5B - Busgate - Existing drainage
616	A8 Underpass - slew & protect GEONET apparatus
635	2A Haymarket Viaduct - Existing BT cable and drainage pipe

Landscaping

In respect of landscaping works, Infraco shall be deemed to have met all requirements relevant to landscaping which are necessary to enable the issue of a Certificate of Sectional Completion provided that the only outstanding works relate to planting. Infraco shall then carry out the planting works at the beginning of the next planting season.

Section 2A at Haymarket: Phase 1a/1b Interface Design

The Guaranteed Maximum Price is based on the Drawings as included in the electronic record of "GMP Drawings". The Guaranteed Maximum Price does not include any work within Section 3A as part of Phase 1a or Phase 1b.

Network Rail: Form C Submissions

The Guaranteed Maximum Price is based on the standard requirements for Form C submissions and on approvals being given in line with the Programme. tie shall assist the Infraco in obtaining all relevant approvals.

Third Party Agreements at Edinburgh Park and Airport

The timetable constraints as detailed in the Third Party Agreement licence with Edinburgh Airport Ltd. (EAL), other than agreeing respective completion dates for the approved packages are not applicable in executing the scope of Project Carlisle.

The existing New Edinburgh Ltd. (NEL) license has deadlines of 18 months (excluding Edinburgh Park Viaduct) and 24 months (at the viaduct), which are about to expire. For the purposes of the Guaranteed Maximum Price Infraco has assumed that the required timeframes can be agreed with NEL by tie / CEC to allow Infraco to construct, test and commission in accordance with the GMP Programme.

Any impact of these dates on the GMP Programme shall be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

Overall Traffic Management Model Approval

The Guaranteed Maximum Price is based on the drawings, specifications and schedules ("GMP Drawings"). The Infraco shall comply with the requirements of the Employer's Requirements. Any required Change to the Employer's Requirements or any preferential or other design changes required by CEC will be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

OLE Vehicle Impact Report

Infraco is responsible for obtaining CEC's acceptance and agreement provided such acceptance and agreement is provided in accordance with the timescales assumed in the programme. To date, CEC has not responded within the Approval Period as specified within the Infraco Contract. Any required Change due to late comments by CEC will be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

Lochside Avenue Junction

The Guaranteed Maximum Price is based on the drawings, specifications and schedules approved by CEC on 20 May 2010 and included in the electronic record of "GMP Drawings". The Guaranteed Maximum Price assumes no further comments or Informatives raised by CEC beyond those comments provided with the Approval of this design.

Changes to Traffic Regulation Orders (TROs)

tie is responsible for promotion and making of all necessary TROs to meet the PC Programme. tie confirms that Infraco have provided all necessary documentation and support required to support TRO 1 (defined as necessary for tram operations) for all onstreet (Line 1) and off street (Line 2) sections. Further, Infraco is not responsible for the cost of any changes or amendments to any TRO documentation (drawings, schedules or reports) or to the design as a result of the TRO process or for any delays to the PC Programme due to a delay in the TRO process. Infraco is not responsible for the cost of any abortive works or delays due to the final "made" TRO impacting on the IFC design or changes to the GMP Drawings.

Drainage Alignment Drawings (Off-Street)

Any changes required to the current design on the drawings, specifications and schedules ("GMP Drawings), including both the impact on design and in construction, shall be dealt with separately as a tie Change and an appropriate tie Change Order will be issued.

OLE Interface at Tower Place Bridge

The Guaranteed Maximum Price is based on the drawings, specifications and schedules ("GMP Drawings").

OLE Interface at Russell Road Retaining Walls 3 & 4

The Guaranteed Maximum Price is based on the drawings, specifications and schedules ("GMP Drawings").

Interfaces with Energy Suppliers at Depot

Agreement for Local Power supply, meter arrangements, and gas supply, in this area remain outstanding. Additional issues regarding Way-leave clarification are also outstanding. Any further delay in these matters incurred beyond 12 July 2010 shall be to the full responsibility of tie, and subject to an extension of time.

Washing Plant

The Guaranteed Maximum Price is based on the Siemens proposal and the actual status of design. Any additional arrangements shall be subject to a tie Notice of Change and an appropriate tie Change Order will be issued.

Combined Poles

The Guaranteed Maximum Price includes in the material and equipment the complete set of pole extensions required to allow for the implementation of the street lighting integrated with the OLE poles for the original scope of work as indicated on the GMP Drawings.

Cable ducts

Cable duct connections between ETN and the Urban Traffic Control (UTC) and the City in View CCTV Control in a size of 150 mm diameter are not allowed in the Guaranteed Maximum Price due to an outstanding clarification on the right of way and the related design. For the execution of this work a tie change order may be required.

Noise & Vibration

Due to outstanding issues, the design and construction of the Floating Slab (Floating Track) as a Noise & Vibration protecting measures, no allowance has been made in the Guaranteed Maximum Price and a tie change order may be required.

HV / LV Supplies

The Guaranteed Maximum Price includes the value confirmed in TNC 014. (INF CORR 2304/RB). Any modification required for the HV / LV supply shall be subject to additional tie change order.

Utilities / Utility Works

The Guaranteed Maximum Price does not include for any Utilities, utilities or any Utilities Works that will be required to accommodate the Infraco Works other than those that have already been implemented through a tie Change Order.

Contaminated Materials

The Guaranteed Maximum Price includes for dealing with contamination, in the locations listed below, to a maximum aggregate quantity of 51,000 cubic metres, comprised of 13,000 cubic metres of hazardous material, and the remaining 38,000 considered non-hazardous. Any additional amounts shall be addressed through a tie Change Order.

2A Haymarket Yards Replacement Carpark

2A Russell Road RWs W3 & W4 including temporary stockpile on Haymarket Yards Car Park

W18 Retaining Wall at Murrayfield Tramstop

S21B and D Murrayfield Stadium and Training Pitches Retaining Walls

W8 Baird Drive Retaining Wall

S23 Carricknowe Bridge South Approach Ramp

5B Edinburgh Park Bridge to South Gyle Access Bridge

Below ground obstructions/voids

The Guaranteed Maximum Price does not include for any occurrence of archaeological findings. All obstructions and voids shall be addressed through a tie Change Order.

Duct Bank to City Chambers

The GMP does not include for duct construction from Princes Street to the City Chambers.

Design Assurance Statements

Infraco will carry out all necessary assurance statements, approvals and consents for the design, construction, testing and commissioning of the Edinburgh Tram Network as defined in this Revised Proposal (Phase 1a), with respect to the Safety Assurance Plan to enable tie to comply with ROGS and other key statutory requirements.

Ongoing tie Change Orders

Infraco and tie are in the process of negotiating numerous tie Change Orders, however it is unlikely and unnecessary that they will be finalised prior to submission of this Revised Proposal, in so far as the estimated amounts of these tie Change Orders have been incorporated in the GMP. Since Change Orders may have been issued after 30 June 2010 the GMP will require minor adjustment, as that the GMP only makes allowances for tie Change Orders issued prior to this date. However, in the instances where tie has issued Change Orders which contain qualifications, the qualifications remain valid and have been utilised in the development of the GMP.

Siemens' Materials and Equipment regarding the sections east of Haymarket

The Guaranteed Maximum Price includes the value of all materials and equipment which Siemens has already contracted for the scope east of Haymarket. The Guaranteed Maximum Price includes for delivery of all said materials and equipment, DDP (incoterms 2000) up to the defined projects warehouse in Edinburgh area. Arrangements have to be made by tie for taking over the project warehouse after completion of construction works for the initial phase or the transport of materials and equipment to other suitable locations.

An itemised and priced material schedule will be provided for the scope of work between Haymarket and Newhaven.

The Guaranteed Maximum Price is based on Infraco providing irrevocable vested ownership of these materials and equipment in favour of CEC, including transfer of title, risk and custody at a date which shall not exceed the Section C, Sectional Completion Date identified on the Programme, Revision 1- refer to activity ID 1000 of the Programme. For clarity, this is the latest date at which the last material or equipment should have been incorporated into the Works under the Programme, Revision 1.

The Guaranteed Maximum Price is predicated on the "Project Carlisle Change order allowing the immediate payment, per the itemised material schedule and within 60 days after physical delivery to the projects warehouse, of each and every such material and equipment for the scope of work between Haymarket and Newhaven.

The Guaranteed Maximum Price includes for warranty for all the above materials and equipment, for a warranty period expiring on 10 March 2013, i.e. two years after the Section C, Sectional Completion Date identified on the Programme, Revision 1.

Due to missing timeframes, cost for storage of the materials and equipment after providing irrevocable vested ownership as defined above is excluded from the Guaranteed Maximum Price. Siemens do not have long term arrangements beyond the Section C, Sectional Completion Date identified on the Programme; Revision 1 for its outsourced storage facilities in the Edinburgh area, the Guaranteed Maximum Price only includes cost for storage of the materials and equipment at Siemens' own or subcontracted onshore and/or offshore facilities, for the above, until that date.

Tram Supply;

The Guaranteed Maximum Price includes for all costs incurred by CAF in storing trams at their factory in Spain, and all other related costs (insurance, warranties etc) in accordance with Project Carlisle (See Appendix 1.3). For the sake of clarity, any reduction in the number of trams is not accepted by Infraco.

Designs Services (SDS)

Included in the Guaranteed Maximum Price is the cost for the preparation of all known works that the SDS Provider is currently aware of to complete the current scope. This includes the outstanding works relating to the original SDS design, design that has been subject to changes due to the alignment workshop process, changes requested by Infraco and changes driven by revised requirements from third party stakeholders and approvals bodies such as City of Edinburgh Council, tie, BAA, Forth Ports etc.

Also included in Appendix 1.4 CD, is a schedule of potential tie Changes that have been initiated, but for which, at the time of preparation of the Guaranteed Maximum Price, the scope was undefined. In these areas no instruction has been issued by tie. In most cases these tie Changes impact on a design that is complete, and compliant with the Employer's Requirements and the requirements of the Tram Design Manual, Third Party Agreements, CEC Standards and other core reference materials. These changes, if instructed, will result in changes to the GMP Drawings.

For the sake of clarity, these tie Changes have been excluded from the Guaranteed Maximum Price scope as it is recognised that it is entirely within the gift of tie to choose not to amend the current design presented and thereby mitigating cost and programme impact. Having reviewed the potential tie Changes for cost and programme savings we can see no added benefit in adopting the changes proposed in this schedule.

In preparing the Guaranteed Maximum Price, SDS has assumed that there will be no further changes required to the design, above and beyond those identified on the attached change schedules and as noted above. Given the exhaustive consultation approach that has been adopted with the relevant approvals bodies and the number of iterations of design that have been produced, comments received and subsequently incorporated, SDS believe the design to be robust and that all outstanding Technical and Prior Approvals could and should be granted by the relevant departments of the Approvals bodies without further change to the design. As such no allowance has been made for further design change in the production of the Guaranteed Maximum Price.

Specifically excluded from the Guaranteed Maximum Price are the following issues that at one point or another have been discussed, but not formalised or progressed by the Parties:

- 1. Stage E Landscape Drawings as per CEC Informative and Meeting held in September 2009;
- South Gyle Access Bridge Detailed Design beyond Changes in S26 and W11 detailed in design as per DCR0133 feasibility report;
- 3. Tower Place Bridge design to reflect the removal of the ramp, concrete downstand, or revisions to the OLE, as per RDC154;
- Forth Ports Section 1A fence alterations due to additional constraints in the Casino area;
- 5. Advanced Directional Signing for Constitution Street to address additional signs;
- 6. Lindsay Road phone mast construction conflicts;
- 7. Mounting of sign plates on buildings and railings;

- 8. Roseburn Street Viaduct curtain walls in lieu of the current fencing proposal at each abutment;
- 9. Murrayfield Tramstop Layout Changes to bollards, fence, and turnstiles;
- 10. Elder Street Junction redesign;
- 11. Picardy Place Detailed Design as per DCR0173 and DCR0221
- 12. Pedestrian Guardrail Changes;
- 13. Gogar Interchange name change to Edinburgh Gateway;
- 14. Relocation of the combined sewer at Gogar interchange.

Completion Dates and Liquidated Damages

Liquidated Damages will apply at the Infraco Contract rates and as per the terms of the Infraco Contract. However, the Planned Sectional Completion Dates are as identified in GMP Programme in Appendix 5 and are defined in the Executive Summary.

Liquidated Damages associated with tram delivery / tram commissioning in the Tram Supply Novation Agreement, the Tram Supply Agreement, and the Infraco Contract shall not apply any more, since the necessary progress of the tram delivery and tram commissioning has been included in the revised dates for the Planned Sectional Completion. The agreed commissioning dates for the Trams should be linked in the completion dates.

Schedule Part 4 Pricing Assumptions

We believe that a joint review of the existing Specified Exclusions and Pricing Assumptions in Schedule part 4 is required to enable agreement to be reached on a substantially reduced list.

Specific Contract Clause Modifications

We believe there is positive merit to the proposed Clause changes identified in your letter, and also believe that a joint review of the specific Clause modifications would enable both Parties to find agreement for the betterment of the Project.

Maintenance

The maintenance GMP is based on the current design as detailed in the GMP Drawings. If this is later subject to a Change Order, including any change to the agreed split of responsibilities within Schedule Part 2, then this shall be valued in accordance with clause 80.6.

The GMP is based on the assumption that the total maintenance period does not exceed 10 years starting with the service commencement date for Section D (as described in Appendix 5.2).

In view of the Project Carlisle revisions, we do not believe that certain conditions remain appropriate and we therefore we would like to review and to discuss the incorporation of the following points with respect to the Maintenance Services:

- 1. Removal of the voluntary termination by tie clause (89), which leads to a 10 year maintenance contract period.
- 2. Removal of the cap applicable to indexation on Spare Parts and infrastructure mobilization amounts, currently capped at a maximum aggregate amount of 50,000GBP.
- 3. Indexation: shall be for the full scope of maintenance, including mobilisation and initial spares.
- 4. Introduction of a Benchmarking point (at 5 years) regardless of whether there is any change in applicable law.
- 5. Renegotiation of Liability caps, as defined in Schedule Part 1, in the Maintenance Cap.

Maintenance Pricing

To reflect the Maintenance programming modifications required by Project Carlisle the Maintenance Pricing requires adjustment. The following Table identifies the Maintenance Pricing categories and Revised Amounts. Tram Maintenance and Mobilisation is included in the price provided by CAF, see APPENDIX 1.3 -CAF - Guaranteed Maximum Price Breakdown.

Maintenance Pricing

Infraco	Value
Infraco Maintenance limited to scope as defined in Infraco "Project Carlisle" Proposal	£25,133,013.00
Infraco Maintenance Mobilisation	£1,782,292.00
Infraco Spare Parts	£1,013,090.00
Total Infraco	£27,928,395.00
CAF	Value
Tram Maintenance	TBA
Maintenance Mobilization	£2,275,806.00
Total CAF	TBA

TBA = To Be Adjusted by CAF/Tie when Km/year of operation is decided (it is presumed that the total amount will be below the minimum foreseen in Tram Maintenance Agreement table for price adjustment according to distance and will therefore require an agreement of the price per kilometre. If that is not the case, TMA prices will be applied)

APPENDIX 5

INFRACO PROJECT CARLISLE PROGRAMME

- 5.0 Narrative
- 5.1 GMP Programme
- 5.2 Sectional Completion Dates

5.0 Narrative

General

The start date (data date) of the programme is 03 September 2010. For work activities currently under construction their actual progress at 03 September 2010 is taken as the start point of the programme.

Our programme for the works recognises the allowed working hours stated in the Code of Construction Practice of 0700 to 1900 Monday to Friday and 0800 to 1300 on a Saturday. However a 40 hour effective working week has been used to calculate the duration of activities to take account of rest breaks, un-exceptional weather delays and travel between work sites. However construction work will be required outside the hours stated in the Code of Construction Practice for Rail Possessions, work on busy road junctions, works associated with piling at the A8 underpass, stringing catenary cables etc. Prior approval will be sought for such works in accordance with the tender documents and the programme assumes that such approval will be granted as necessary to maintain the Programme. Assumptions and factual statements upon which the Programme has been prepared are as set out in this document. General assumptions are as follows.

Version 59 of the SDS design programme has been used to establish milestone dates for the Issue for Construction drawings. We have assumed that there will be no amendments to the SDS design programme.

The programme is based on MUDFA having completed all works and all utilities being diverted that would conflict with INFRACO operations.

The scope of work considered is that for and set out in this Proposal. Therefore, this programme as set out in Appendix 5 was set up only with regard to the Project Carlisle Proposal and based upon the scope provided herein.

Section Completion Dates

Section 1A

The programme for the enabling works at Newhaven which includes Lindsay Road Retaining Wall and the lowering of Lindsay Road is an extract of the relevant sections of the proposed Programme Revision 3A. The construction sequence therefore relies upon the availability of the Forth Ports diversion road. This diversion route permits the simultaneous construction of Lindsay Road Retaining Wall W1A and the lowering of Lindsay Road whilst still maintaining traffic flows.

The GMP Programme assumes a

The Programme assumes that all necessary Utility diversions have been completed in this area prior to the Infraco Works commencing.

The GMP Programme assumes that all 3rd Party approvals / licences will be in place for these works to commence in accordance on 01 November 2010.

The programme for Tower Place Bridge enabling works is extracted from the Programme Revision 3A and progressed to 03 September 2010. The programme only accounts for the tie relocation of utilities from North to South. Any delay in relocating the utilities, or additional works undertaken by tie may impact the sectional completion date.

Section 2A

The GMP programme assumes the termination point for the works to be the east end of Haymarket Viaduct. No track work is envisaged beyond the eastern end of the reinforced concrete viaduct deck.

The GMP Programme assumes a commencement date of 20 September 2010 for the removal and replacement of soft ground

Section 5A

Detailed programmes are available for all structures. The GMP Programme shows summaries of these programmes.

The construction works in general are subject to Network Rail approval. An eight week (plus three week "cooling off period") has been assumed for all Network Rail form C approvals. A four week (plus three week "cooling off period) has been allowed for the approval of all Works Package plans. The programme generally shows the latest dates for these approvals.

The GMP Programme assumes tie will procure all necessary approvals and issue the necessary Change Orders to allow the commencement of demolition in Plots 96, 97, 101 & 102, before 20 September 2010

Section 5C

The completion of the track and M & E works at the depot is dependent on the completion of the depot access bridge superstructure. The Programme assumes that the works to the depot access bridge will be accelerated to 7 days a week working from the 11 October 2010.

Section 6A

No comments.

Section 7A

The Programme assumes that the settlement period for the Gogar Landfill Site will be limited to 3 months and removal of the surcharge can commence on 15 October 2010.

The Programme also assumes that BAA will grant a licence for works on their land to recommence on 24 September 2010.

Revisions to the W14 Retaining Wall, to the extent that an alternative piling solution will be fully developed, have been included in the Programme. In the event that the approval process, by third parties, causes a delay beyond the dates included in the Programme, Infraco reserves the right to claim an extension of time.

Immediate Action Items

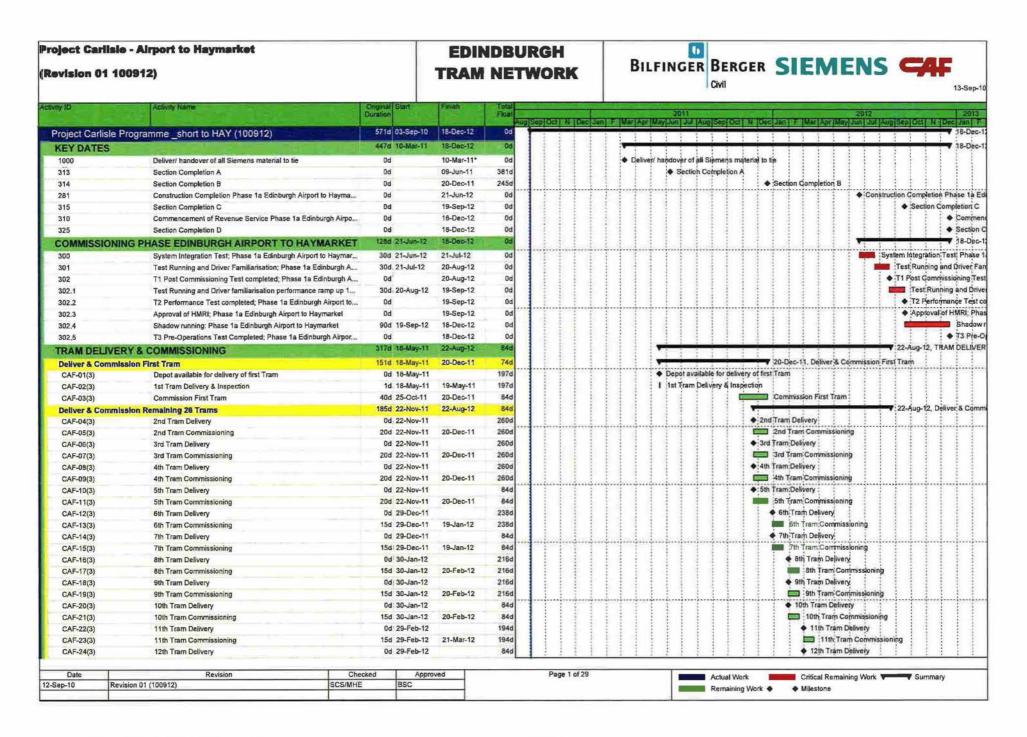
There are a number of time critical activities which require procurement of authorizations as well as procurement of long lead time materials. We propose to meet with tie to discuss this particular issue, as well as similar issues, within the next few days in an effort to find an agreeable solution to avoid unnecessary impacts to the Programme. The following list is not all inclusive:

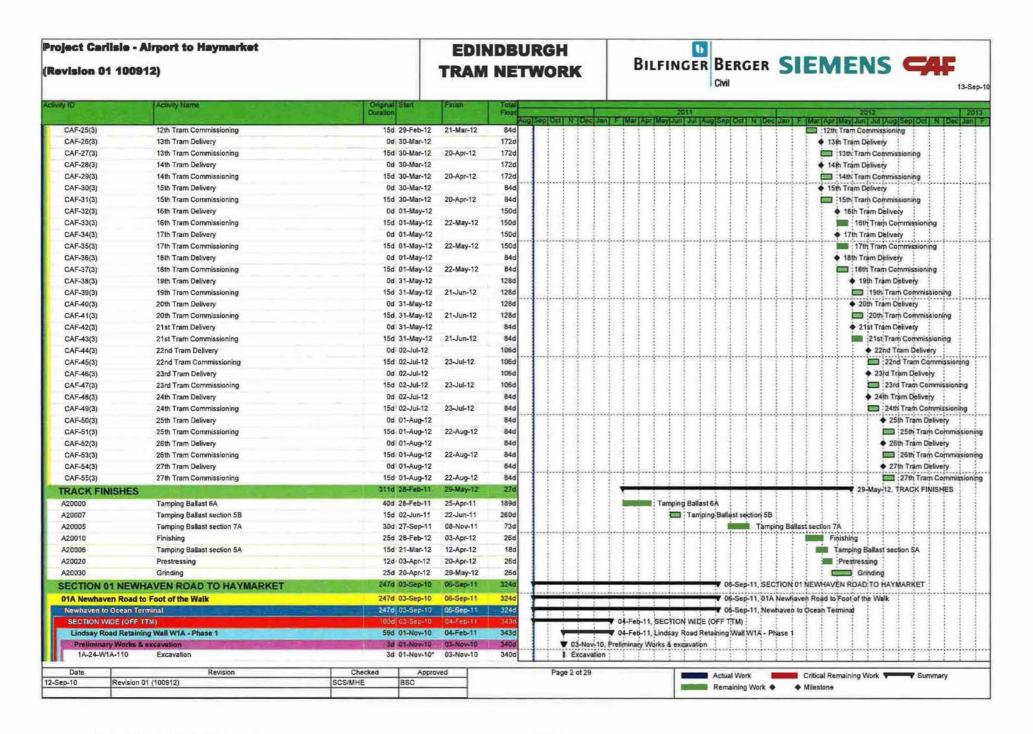
- 1. Commencement of work at Lindsay Road in Section 1A by 01 November 2010
- 2. Removal and replacement of soft ground in Section 2A by 20 September 20120.
- Permit to begin & Change Order issued for demolition in Section 5A by 20 September 2010.
- 4. Recommencement of work on BAA lands in Section 7A by 24 September 2010.
- Finalisation of design to allow procurement of piling materials for Wall 14 C no later than 9 November 2010 to facilitate a 12 week fabrication and delivery requirement.

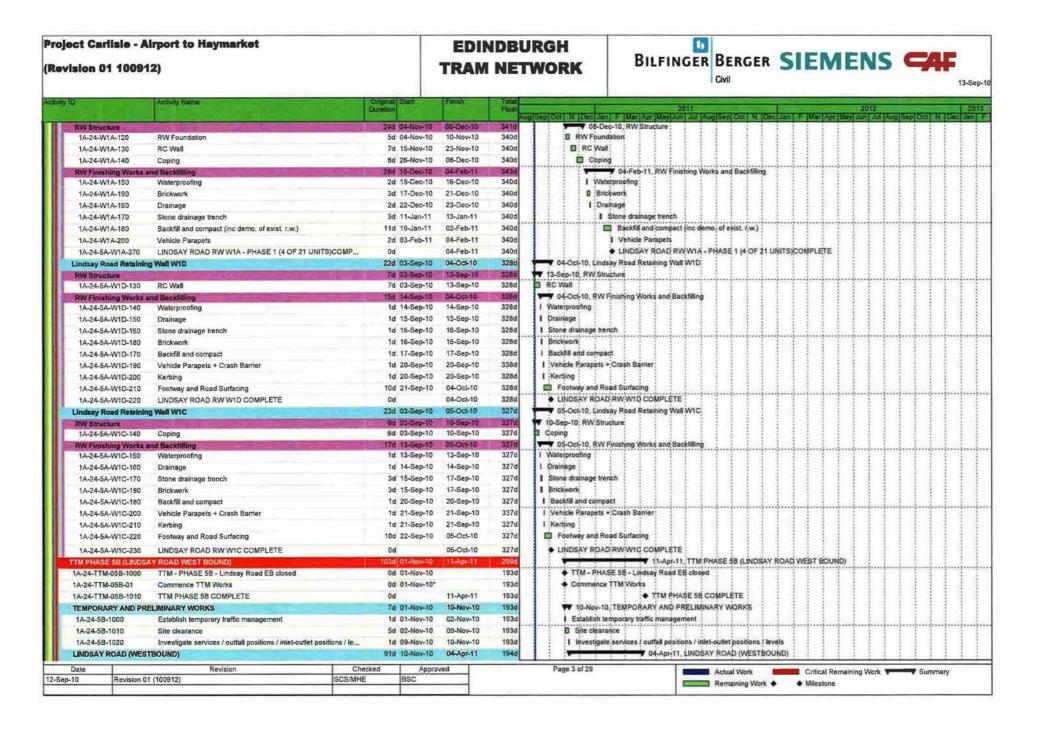
APPENDIX 5.1

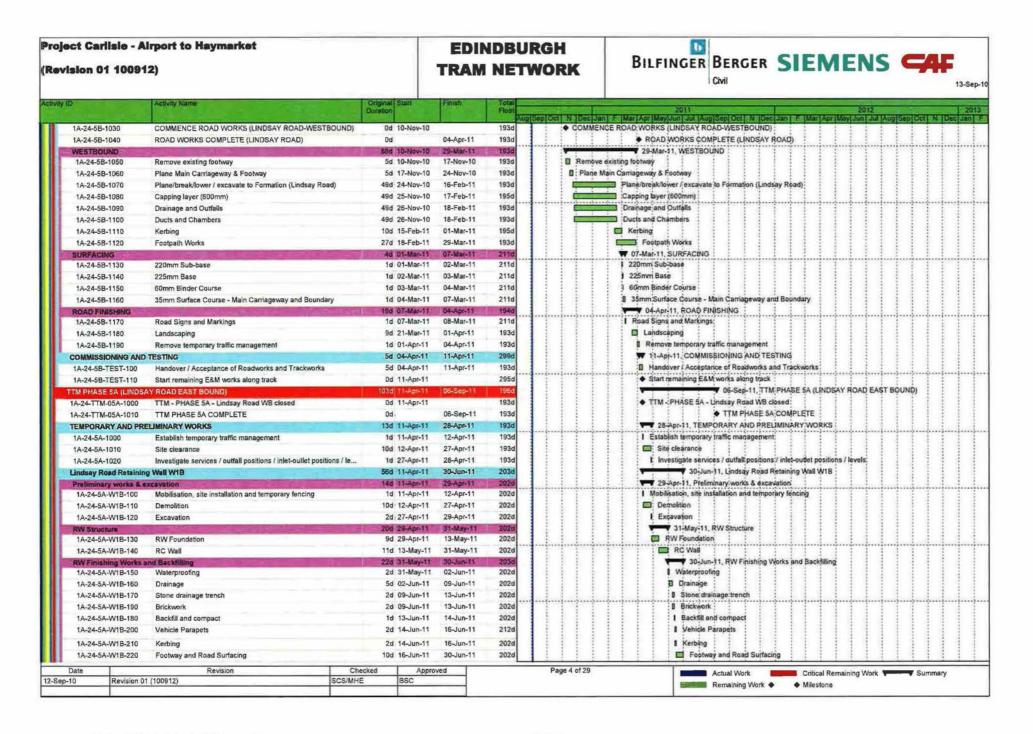
INFRACO GMP PROGRAMME

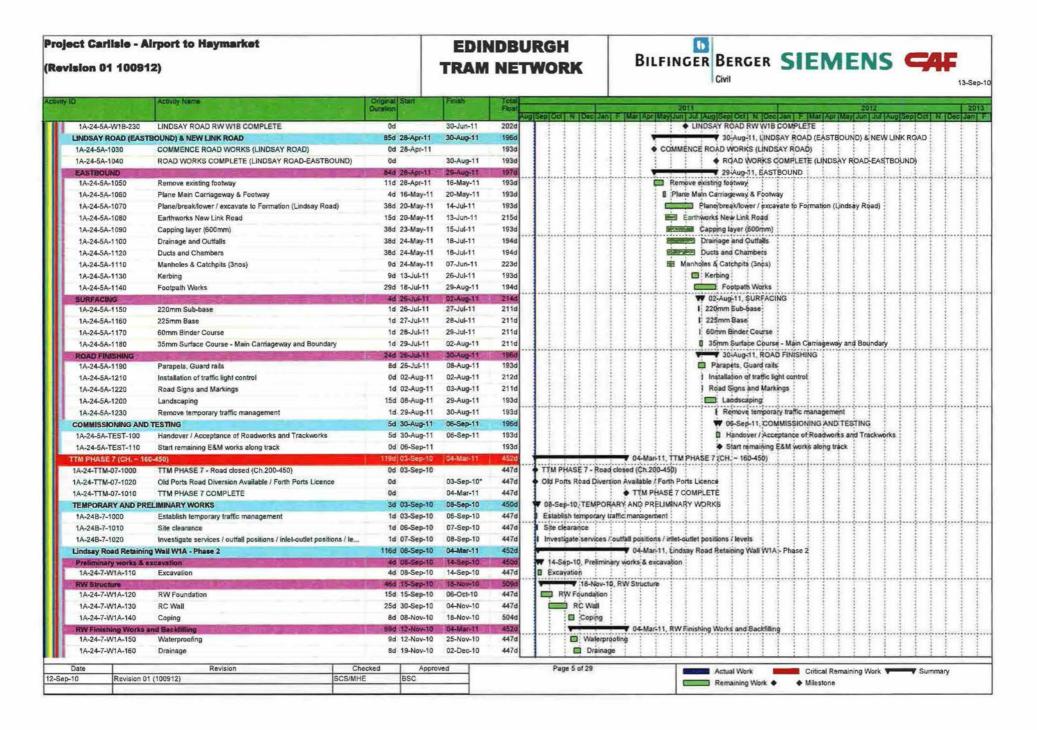
Appendix 5.1 – GMP Programme: Project Carlisle Programme – Airport to Haymarket (Revision 01 100912) Project Carlisle Programme – short to HAY (100912) EDINBURGH TRAM NETWORK Date 12-Sep-10 Pages 1 to 29

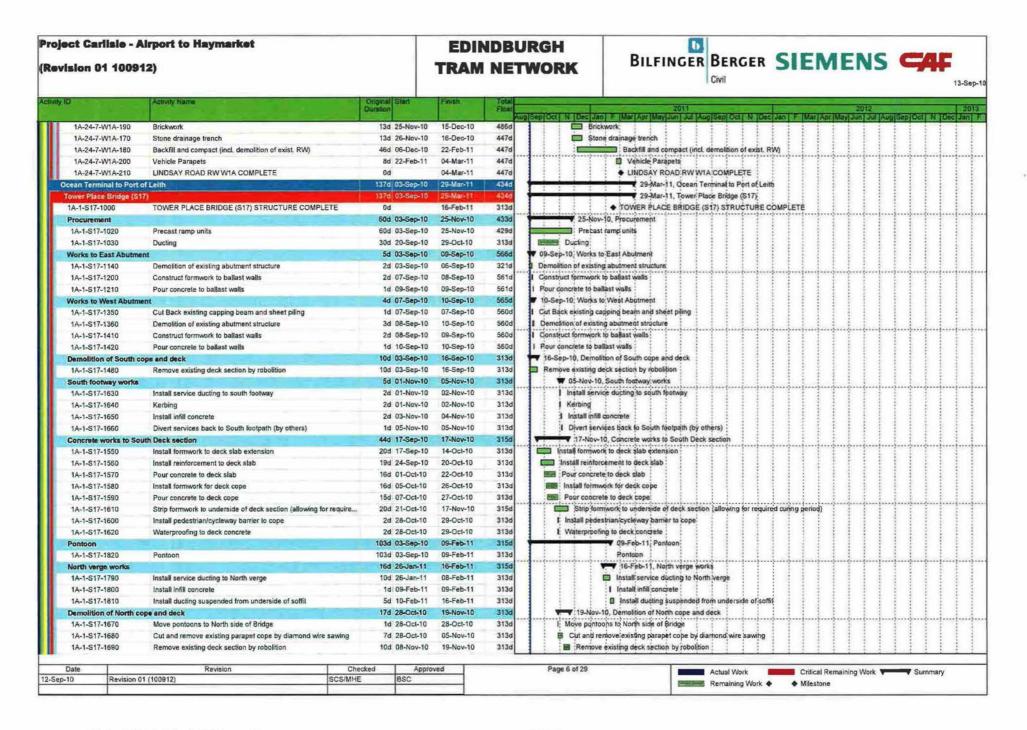


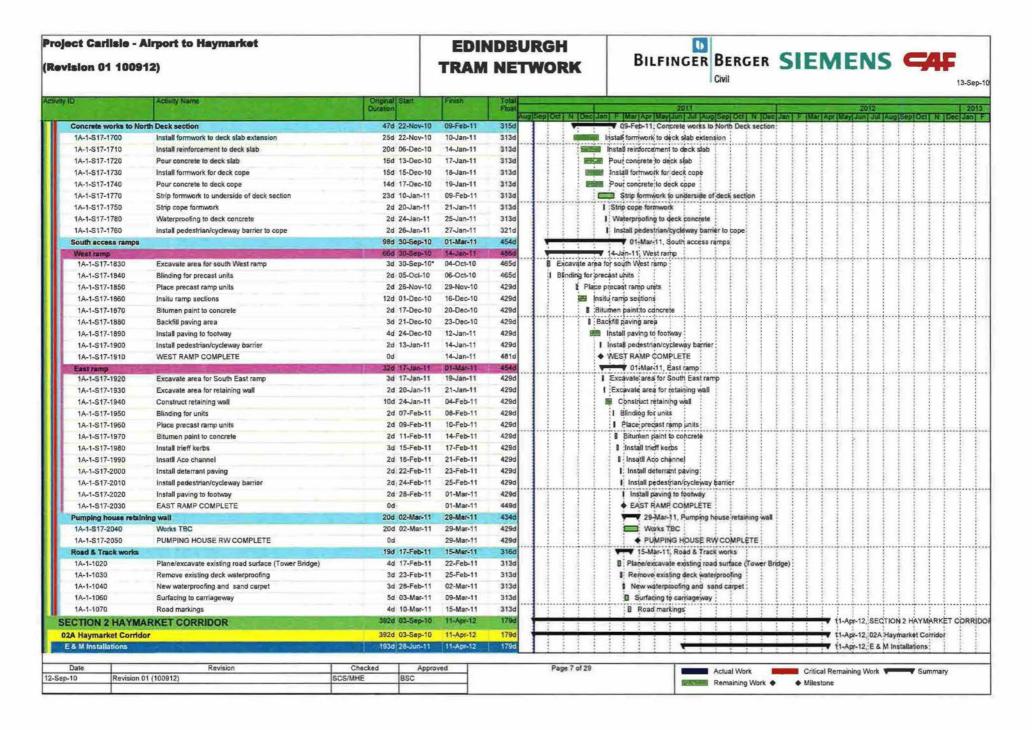


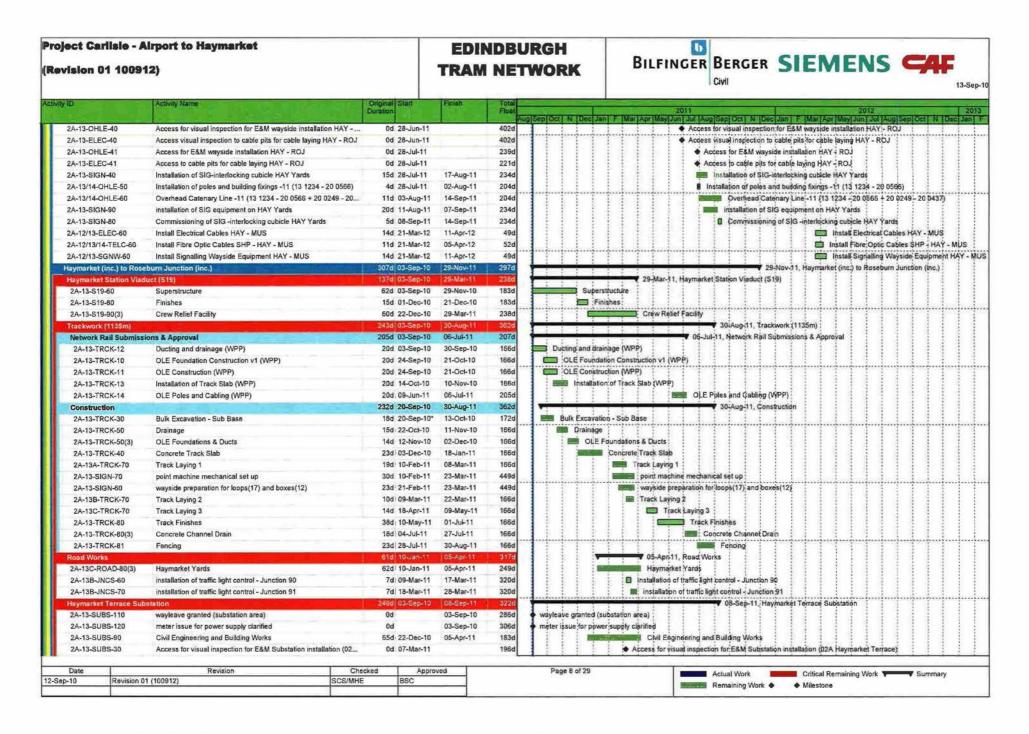


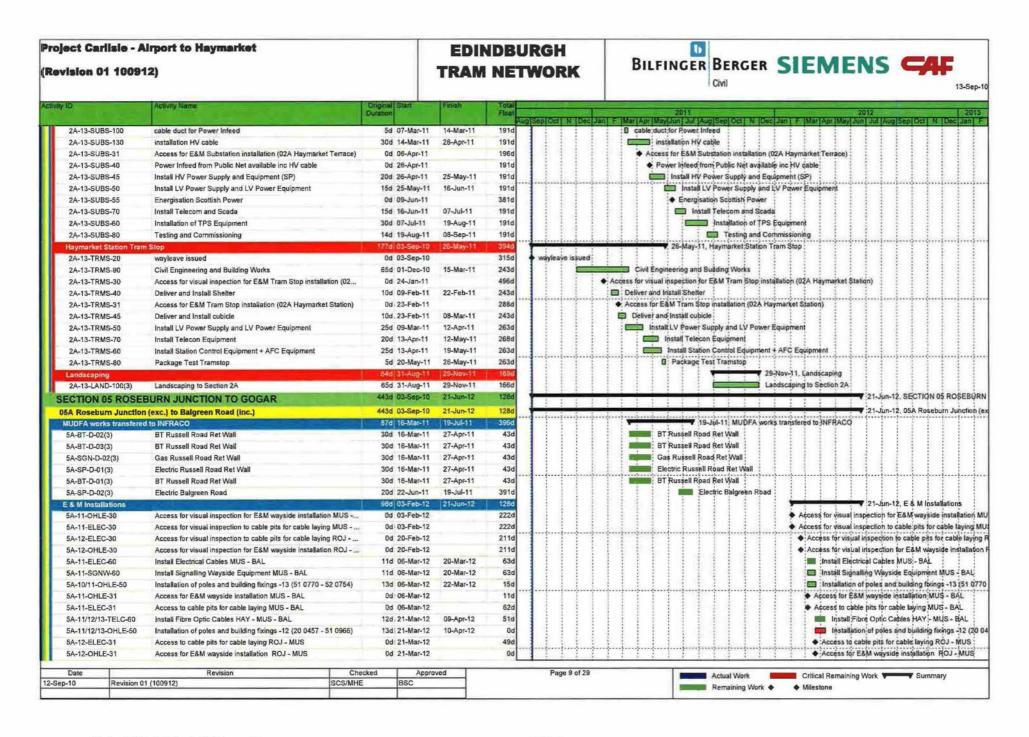


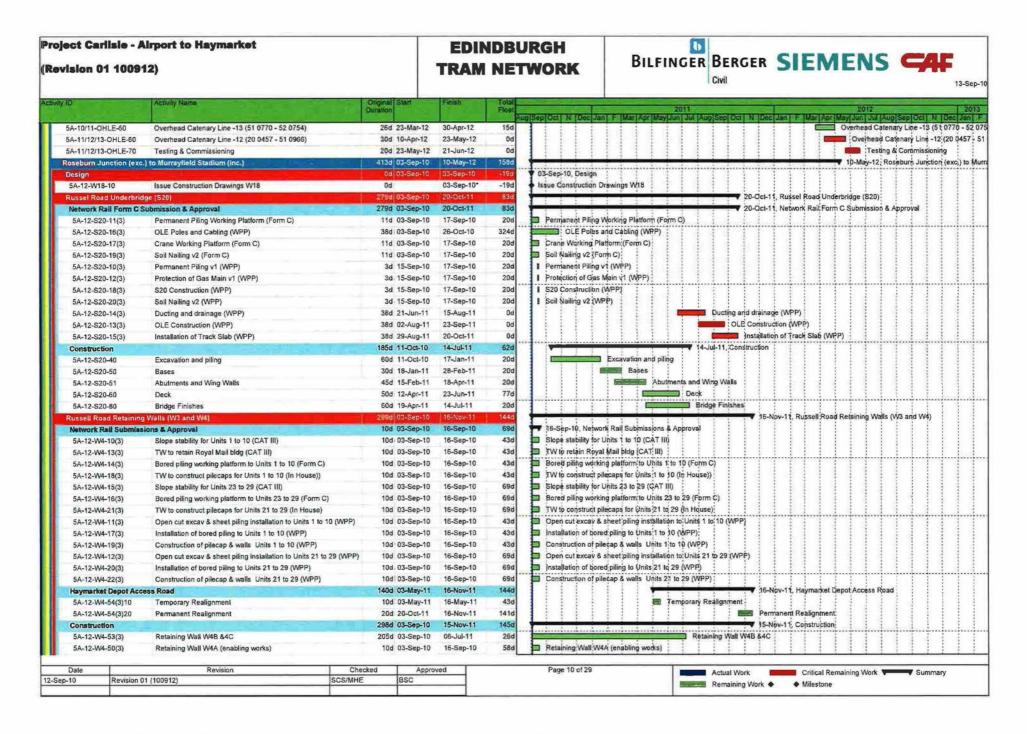


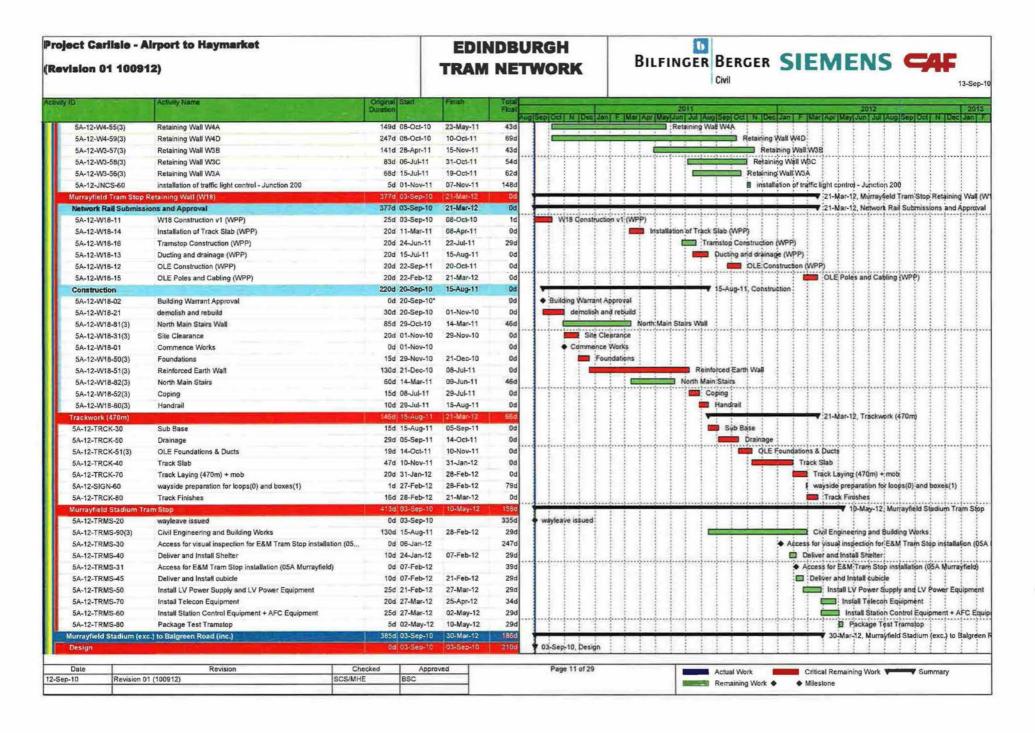


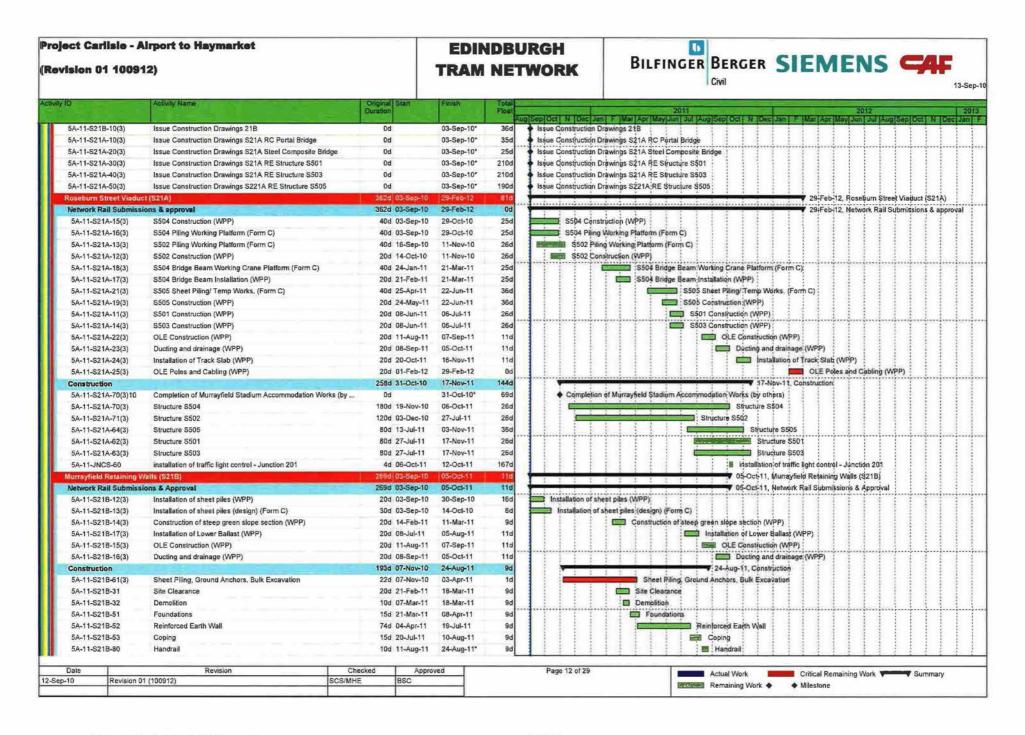


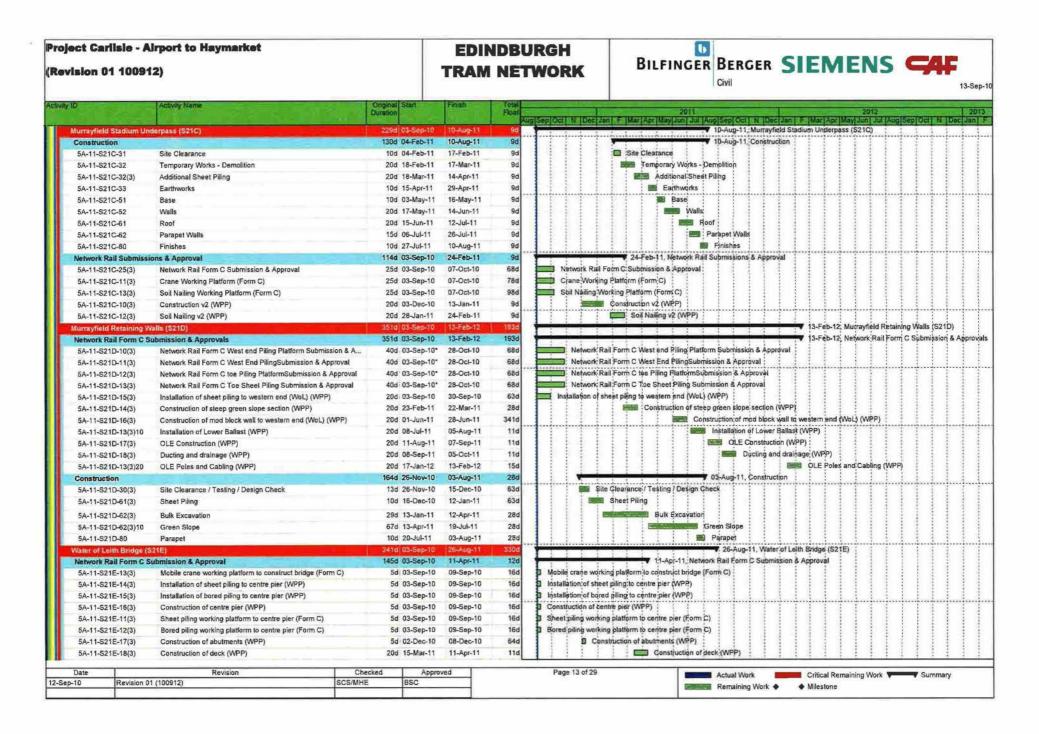


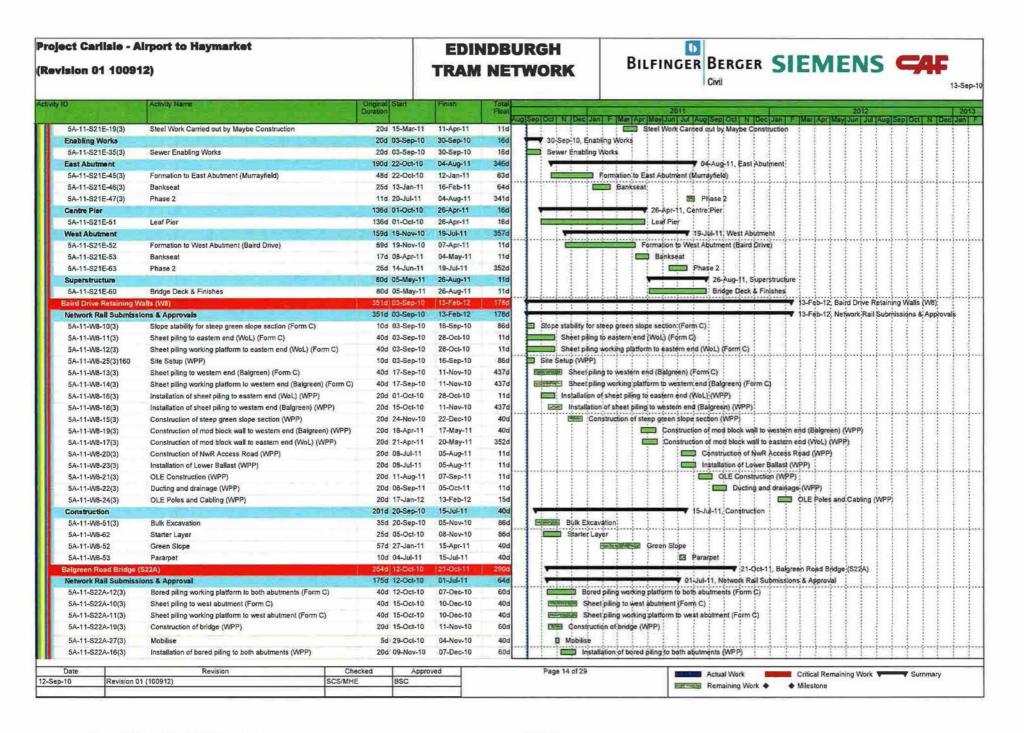


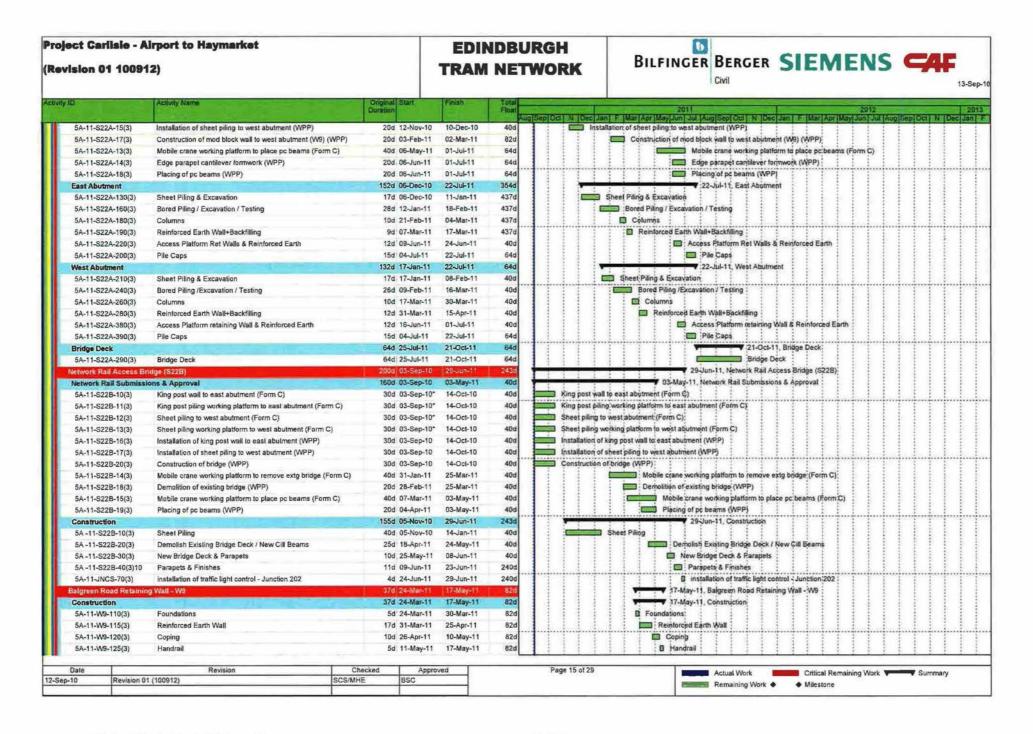


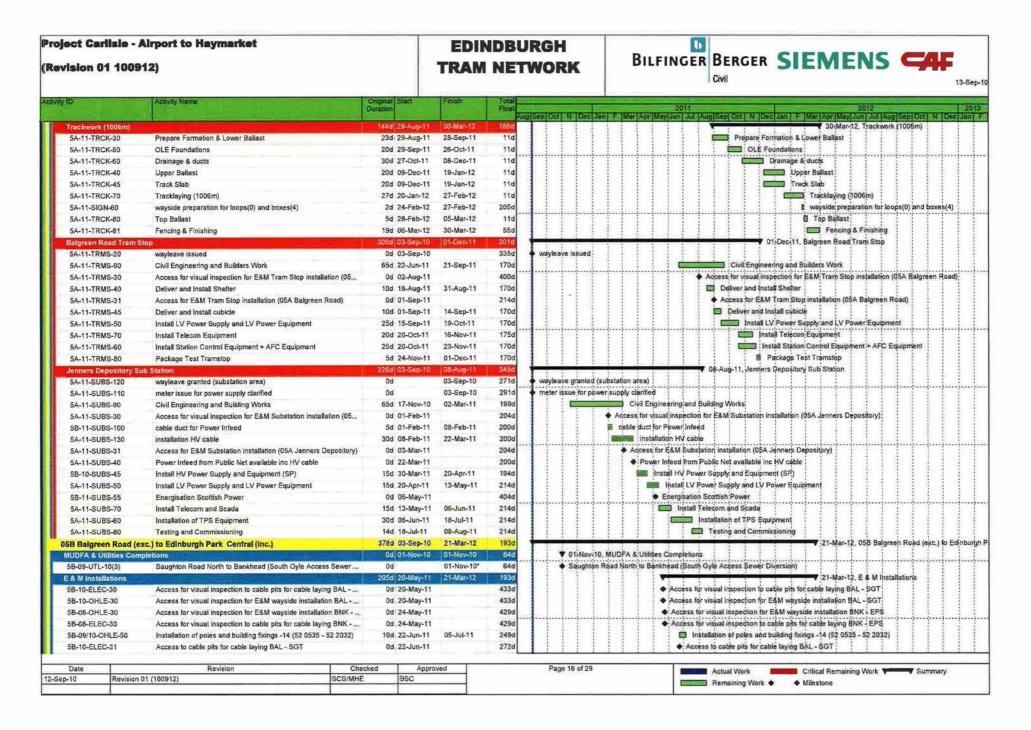


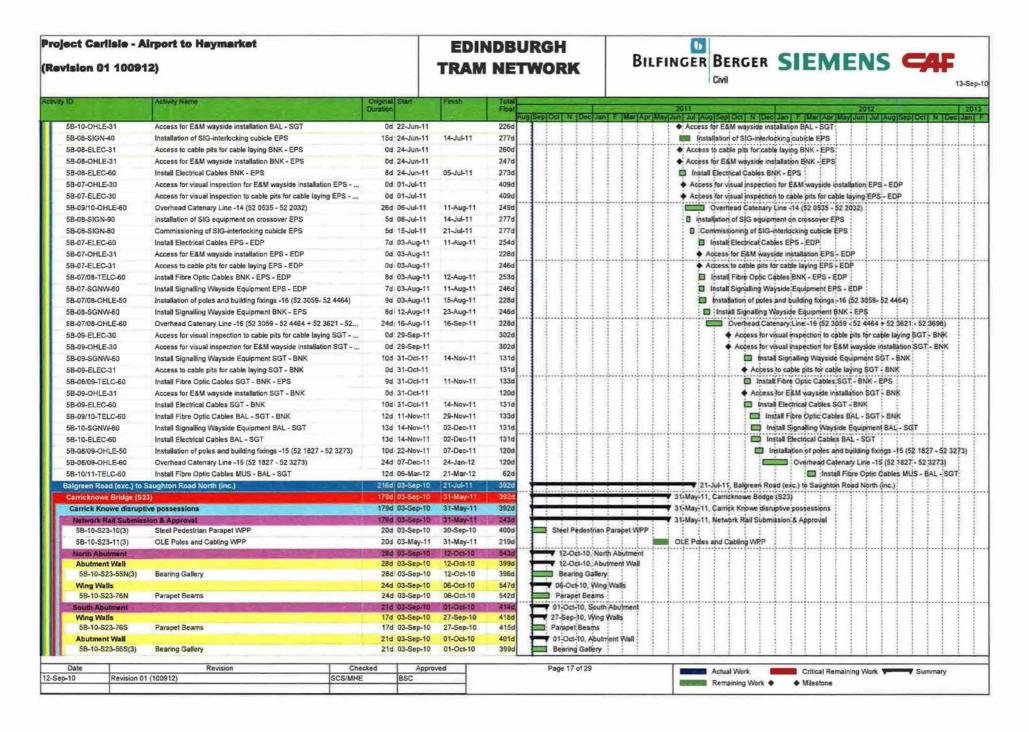


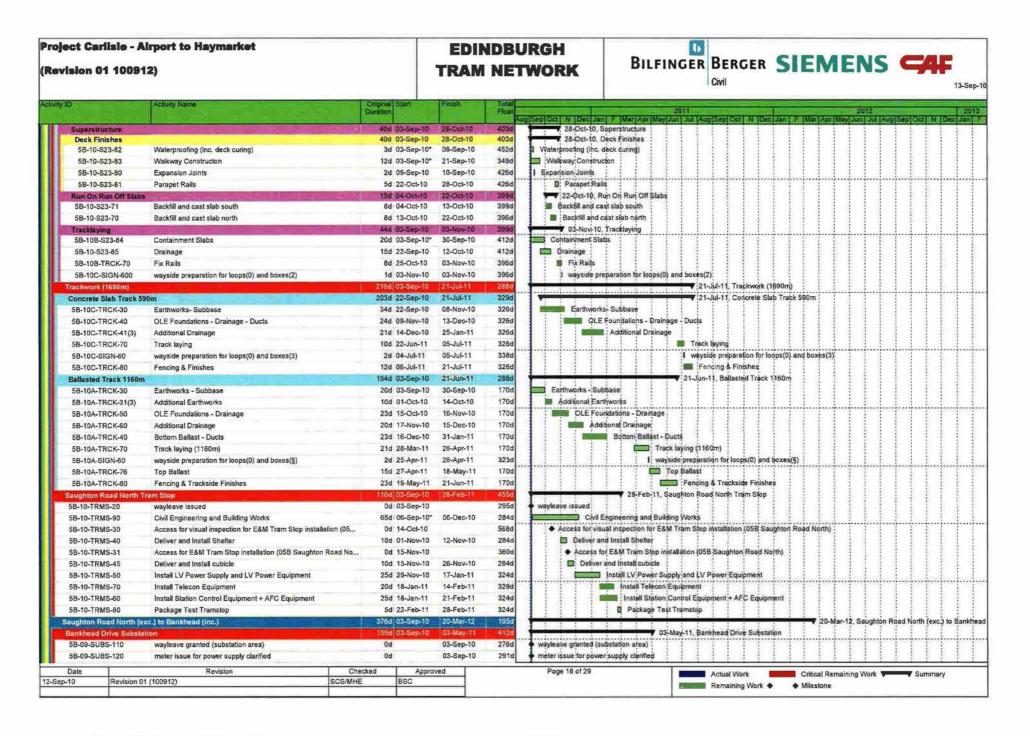


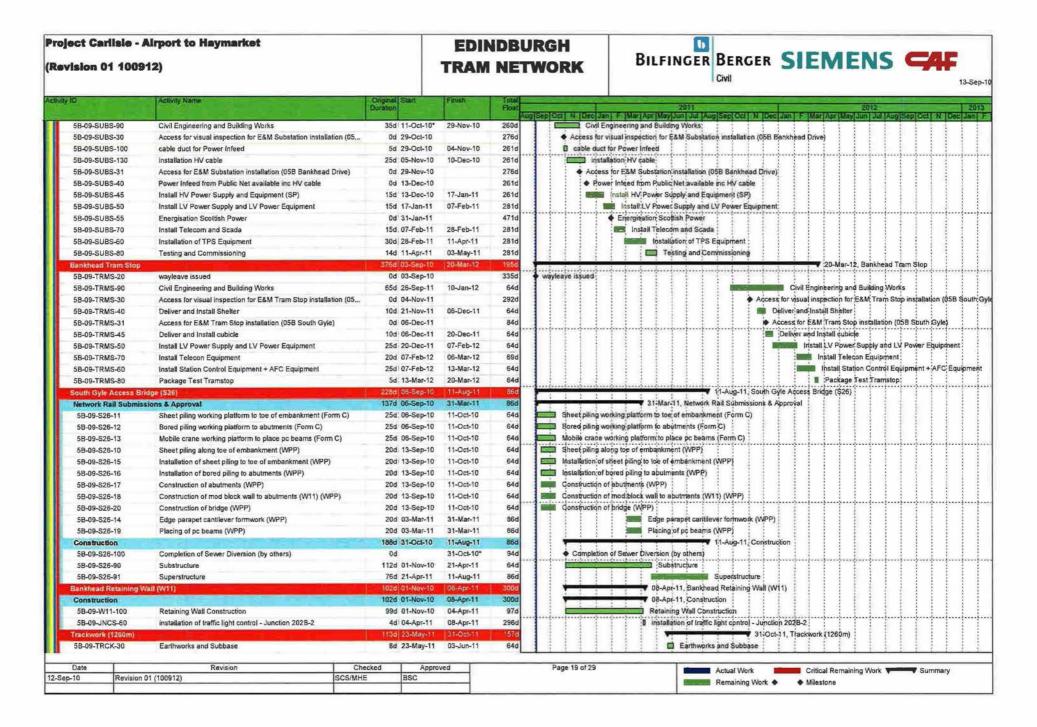


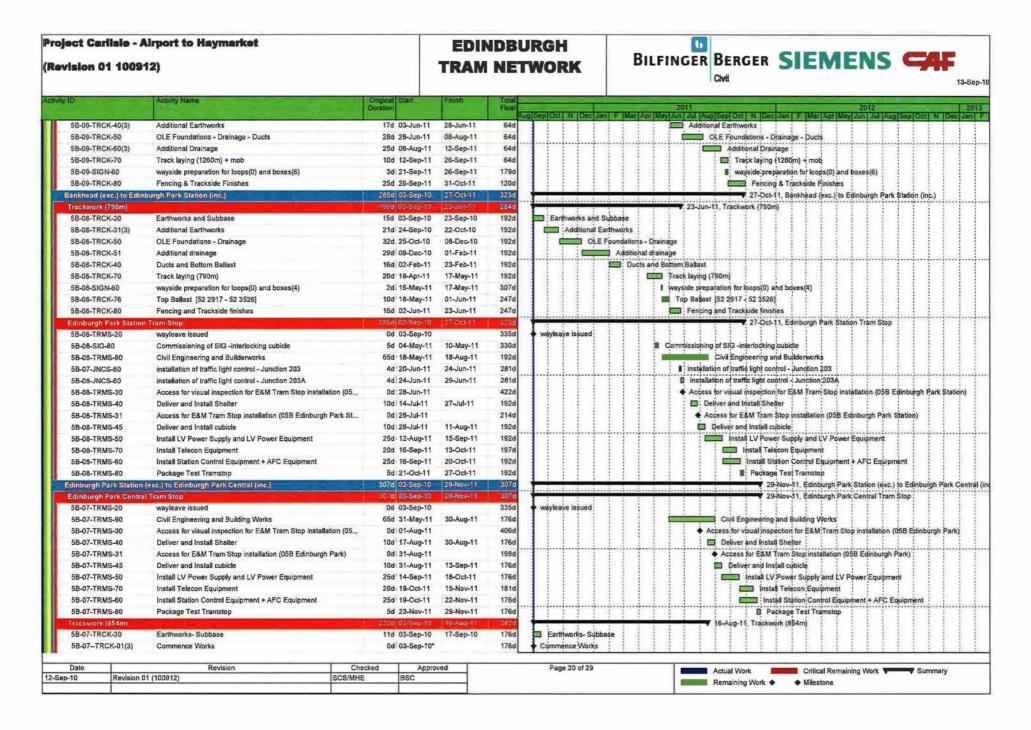


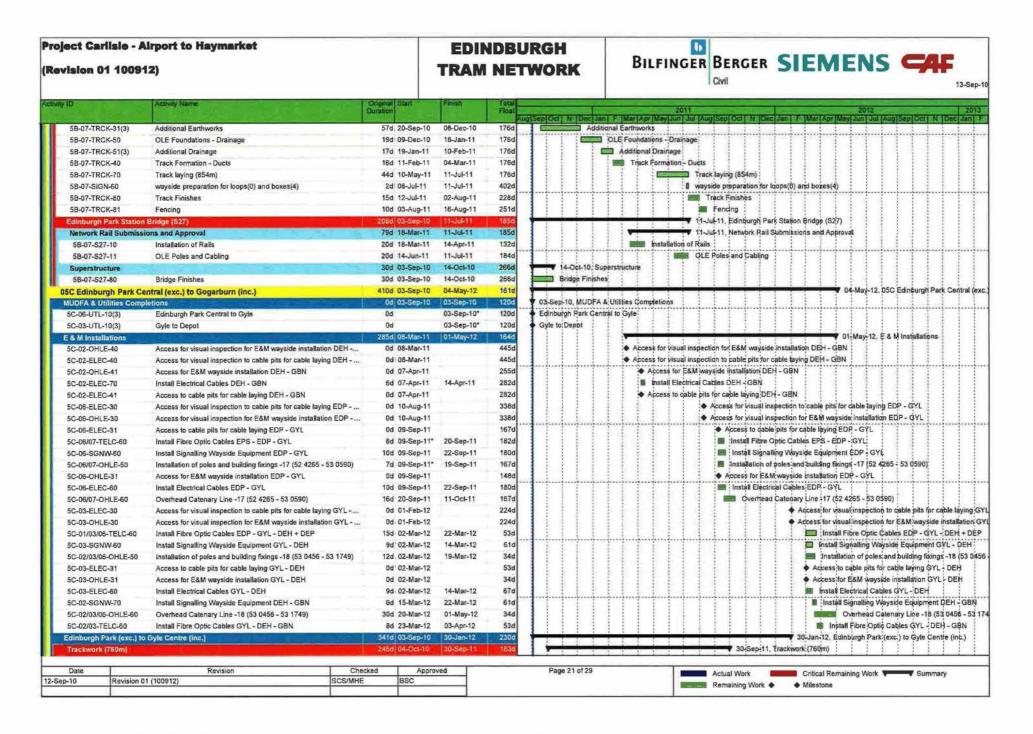


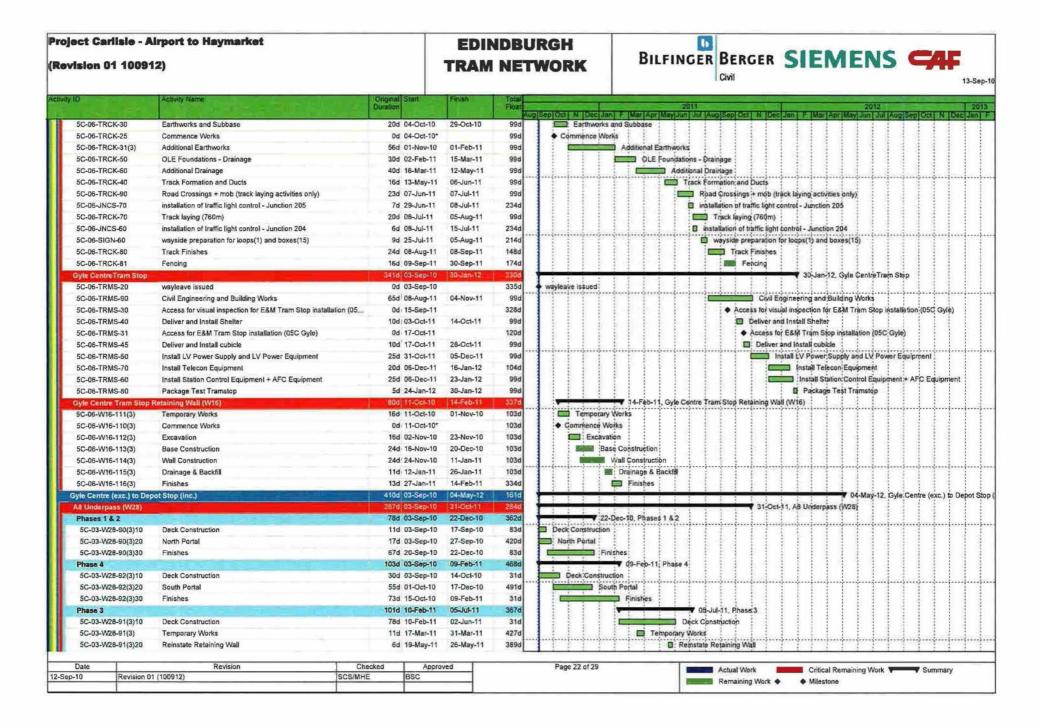


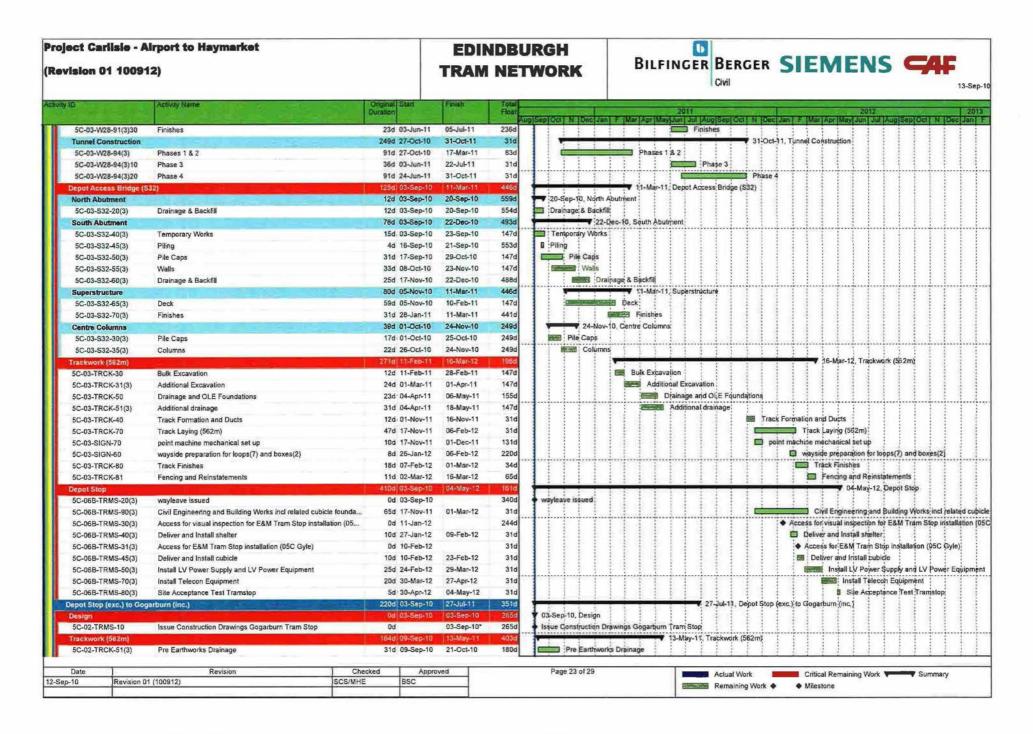


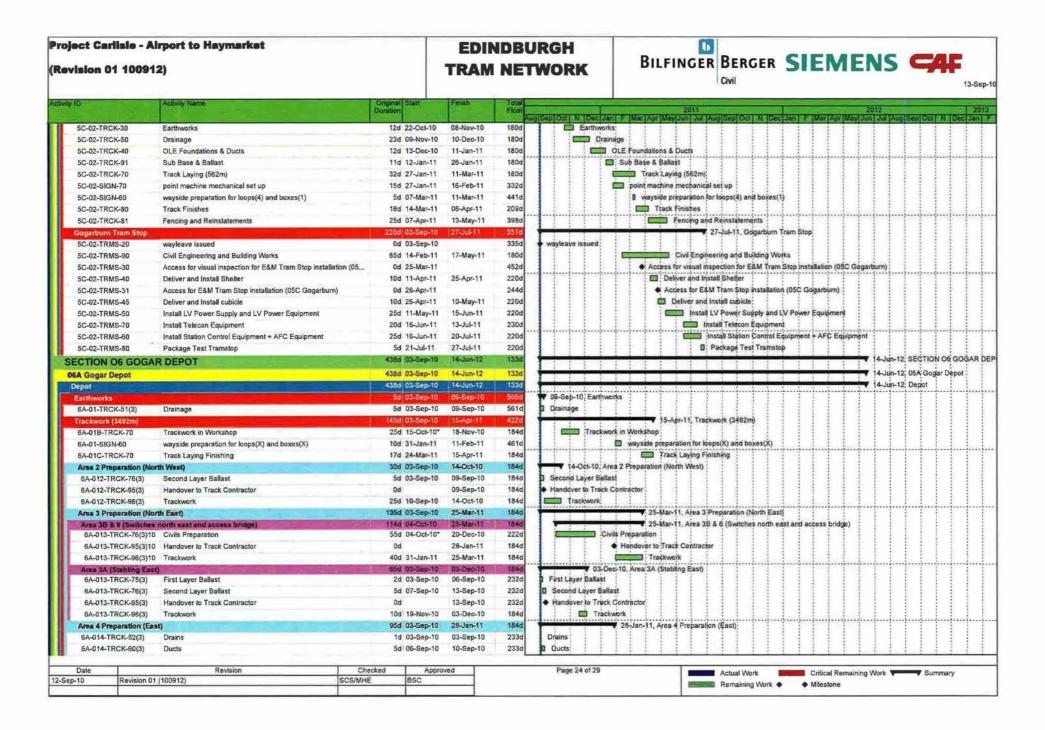


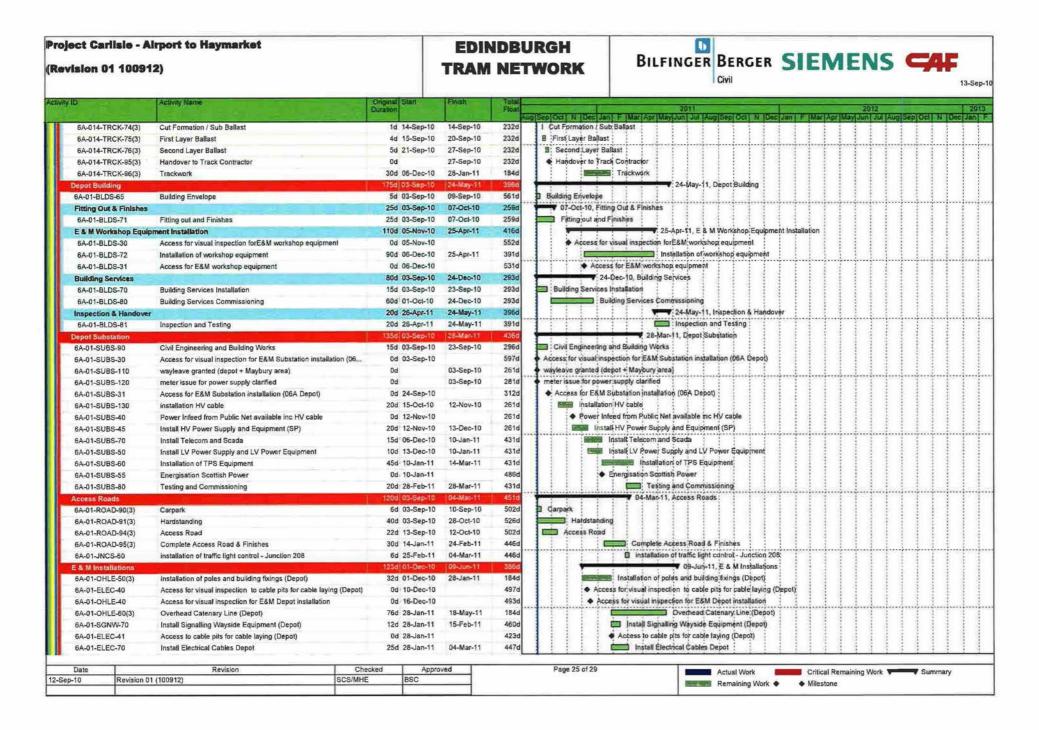


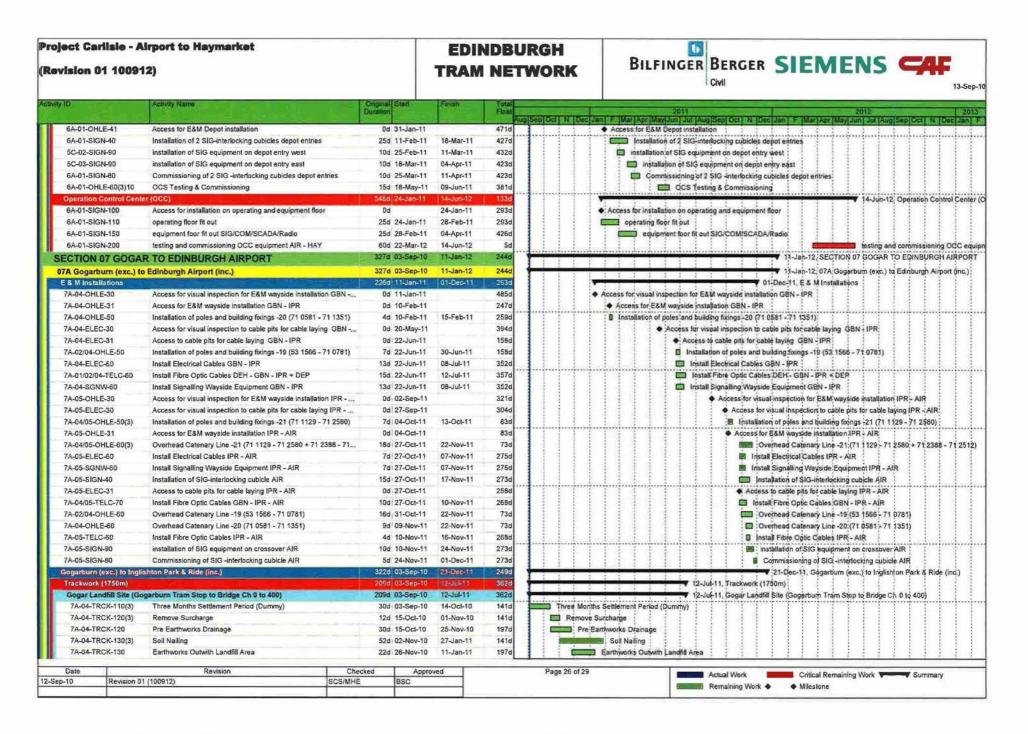


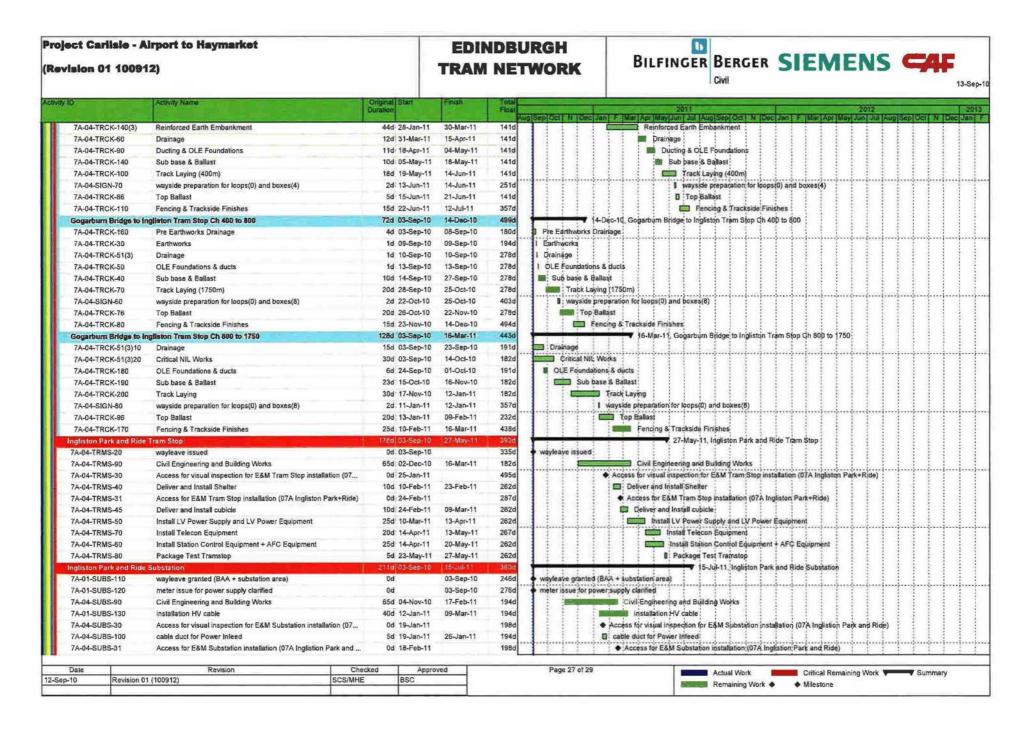


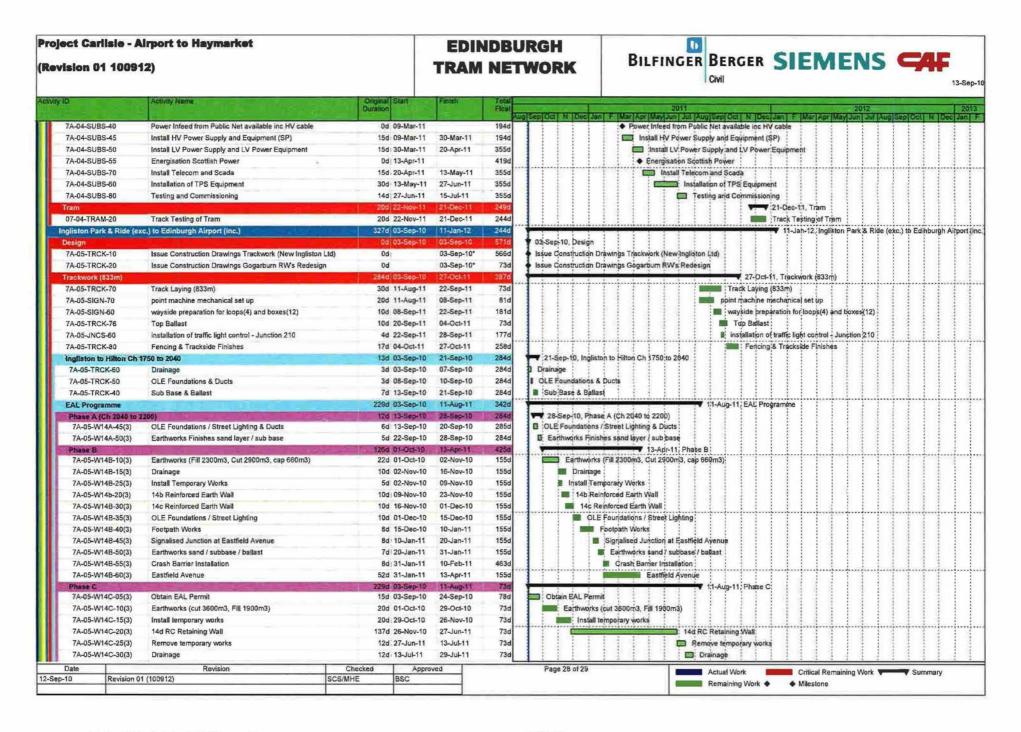


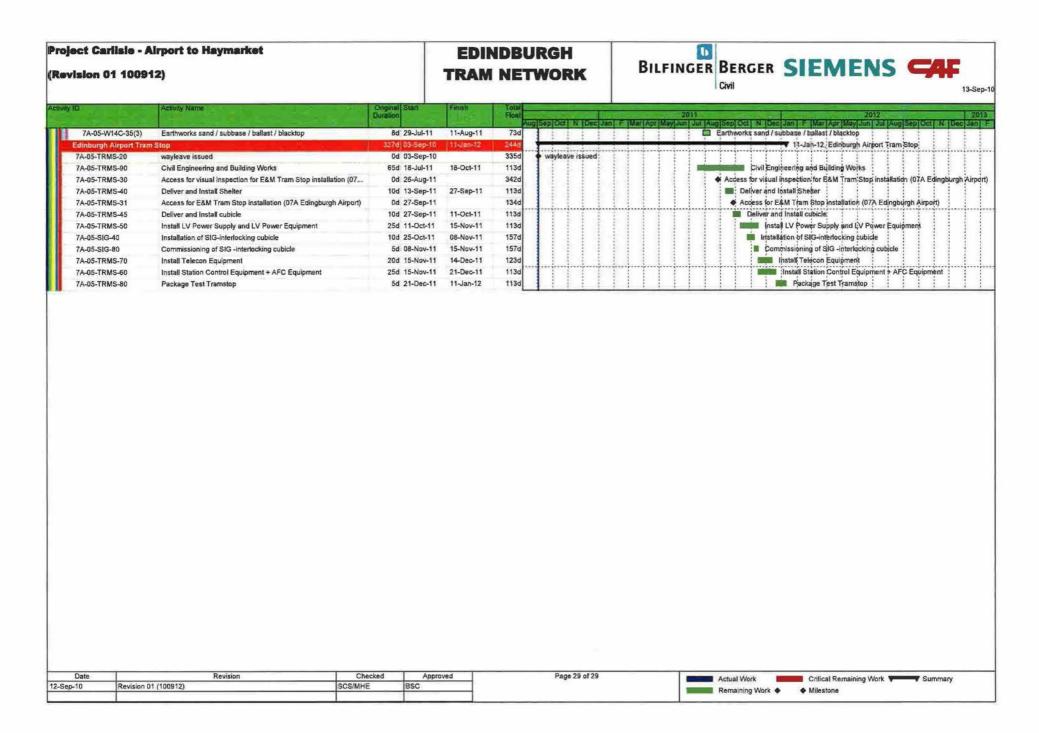












APPENDIX 5.2

SECTIONAL COMPLETION DATES

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