# **SCOTTISH MINISTERS' REQUIREMENTS**

## **SCHEDULE 10 PART 1**

## **CLARIFICATIONS TO THE CONTRACT**

CONTENT	5	Page No.
1.	CLARIFICATIONS IN RELATION TO SCHEDULES 1 TO 9 OF THE	
1 1	CONTRACT	1
1.1	Introduction	ı

## **SCOTTISH MINISTERS' REQUIREMENTS**

### **SCHEDULE 10 PART 1**

#### **CLARIFICATIONS TO THE CONTRACT**

### 1. CLARIFICATIONS IN RELATION TO SCHEDULES 1 TO 9 OF THE CONTRACT

### 1.1 Introduction

1.1.1 The following clarifications (tender query raised and answer given) are clarifications to the provisions of Schedules 1 to 9 of this Contract. This Contract shall be construed accordingly.

Tender Query	Clarification		
Response Number			
FTQ001	We refer to Clause 17.1.1 Frustration as set out in Schedule 1 Part 6. Could the Scottish Ministers please clarify/confirm:		
	(i) The definition of supervening event, which does not appear to be defined in the Contract; and		
	(ii) The Operating Company will be entitled to abandon the Contract if the execution of the Operations is not possible for 28 days as a result of a supervening event.		
	Response		
	(i) You are correct that "supervening event" is not a defined term in the Contract. This is because in the context of Clause 17 of Schedule 1 Part 6, the focus is on the effect of a supervening event (i.e. frustration of the Contract) rather than on the nature of event itself. Therefore, unless the event in question is war (which is excluded by virtue of provision in Clause 17.1.1 and dealt with specifically in Clause 17.2) whether relief is available to the Operating Company or not will be a matter for determination on the particular facts.		
	(ii) Confirmed that this is the intent i.e. Following the supervening event (the supervening event cannot constitute war), if it is not possible to execute Operations from 28 days following the date of the supervening event, the Operating Company may abandon the Contract.		
FTQ002	Further to changes to the LGPS that came into force on the 1st April 2014, please can Transport Scotland confirm which items within the TUPE information that are considered to be included in pensionable salary. Also, have any employees taken the 50/50 option to reduce their contributions.		
	Response		
	The Local Government Pension Scheme (Scotland) Regulations 2014, come into force on 1st April 2015 (a year later than England and Wales). This means that the changes for part-time employees (whereby the FETA employee's contributions would be calculated on actual pay and additional		

EXECUTED VERSION 1 SCHEDULE 10 PART 1

Tender Query	Clarification			
Response Number				
	hours worked) have not yet taken effect. Additionally FETA staff may yet elect to pay reduced contributions on the 50/50 option until 1st A 2015 at the earliest.			
	As a general point, pensionable salary is calculated in accordance with meaning of "pensionable pay" within The Local Government Pension Scheme (Benefits, Membership and Contributions) (Scotland) Regulations 2008 (as amended). FETA have confirmed this means all items except for voluntary overtime are pensionable.			
FTQ003	Please can Transport Scotland clarify the allocation of those on the TUPE list who are not allocated 100% to FETA duties?			
	Response			
	Refer to updated TUPE information made available by the Employer.			
FTQ004	We are aware that FETA is currently undertaking a programme of harmonising terms and conditions. Please can Transport Scotland confirm the current status of this harmonisation programme? If the harmonisation is complete does the TUPE list take account of this or will it be subject to change pending the outcome of harmonisation?			
	Response			
	This programme is incomplete with two grades still to be finalised.			
	There may be changes to some FRB Grades and their scales depending on the final outcome. This is only likely to affect two grades, FRB 1 and FRB 2. Discussions are taking place with the unions to resolve the issue.			
FTQ005	Could Transport Scotland confirm which annual pay award is included in the TUPE information? Does it include the 2013 pay award but not the 2014, for example?			
	Response			
	The figures used were correct at the time of the spreadsheet being generated. They do not include the 2014 pay award.			
	The 2014 pay award has now been applied to staff salaries at FETA. The award was 1% for all staff. This is not reflected in the spreadsheet figures.			
FTQ006	Could Transport Scotland confirm that all pay items are included in the TUPE information?			
	Response			
	We do not believe there to be any pay items missing from the list.			

Tender Query	Clarification				
Response Number					
FTQ007	Could Transport Scotland provide all information that is currently listed a n/a or confirm that N/A means the employee is not entitled to that parelement and will never have that entitlement?				
	Response				
	N/A means that an employee is not entitled to that pay element. Whilst major changes are not anticipated to staff entitlements it might be possible for example for an employee who has elected not to join the Lothian Pension Fund to do so or a member of staff to become sick and amended "Long terms sick leave" details being required. We cannot guarantee that entitlement will never exist in the future.				
FTQ008	Could Transport Scotland please clarify the apparent conflict between the TUPE list and the draft terms of employment in relation to sick pay e.g. TUPE list says sick pay is statutory only but draft terms of employment provide public sector approach increasing up to 6 months full and 6 months half after 5 years?				
	Response				
	Refer to updated TUPE information made available by the Employer.				
FTQ009	Could Transport Scotland please clarify the conflict between the TUPE list and the draft terms of employment in relation to redundancy pay e.g. TUPE list says redundancy is statutory but the draft terms of employment allow for discretionary redundancy on top of that at statutory x 2.5 with max of 75 weeks' pay?				
	Response				
	Refer to updated TUPE information made available by the Employer.				
FTQ010	Can Transport Scotland please provide the following details of FETA staff currently on the TUPE list:				
	<ul> <li>Current Role;</li> <li>Academic Qualifications;</li> <li>Professional Qualifications;</li> <li>Number of year experience relevant to their current role;</li> <li>Key Tasks undertaken in their current role.</li> </ul>				
	Response				
	A full list of job descriptions and training records for all employees has been provided. In addition, CVs for senior staff were provided.				
FTQ011	We note that from the TUPE a number of roles are described as 50%, what do these people do for the other 50% of their time?				

Tender Query	Clarification		
Response Number			
	Response		
	All staff are allocated 100% to FETA duties. Refer to updated TUPE information made available by the Employer.		
FTQ012	Please confirm that in Clause 12.1.2 (v) the words "the use or occupation of any part of the unit" is limited to the Scottish Ministers, their agents or servants, or any contractor other than the Operating Company and is not intended to apply to the public. Otherwise, loss or damage caused by third parties such as an operator of a vessel, aircraft or the occupier of adjoining land, for example, would not be covered under the exception as they would not be using or occupying the Unit. Please also confirm that public in this context is intended to include third parties, as included in the definition of Damage to Crown Property.		
	Response		
	The intention is to except the risk to the Operating Company for any loss or damage to the extent that the same is due to loss / damage caused by a third party such as an operator of a vessel, aircraft or the occupier of adjoining land (but excluding Damage to Crown Property the repair of which is valued at not more than £50,000, Category 1 Defects the repair of which is valued at not more than £10,000 and Incident Response Operations valued at not more than £10,000).		
FTQ013	Please confirm that the Operating Company will not be responsible for:		
	<ul> <li>Damage to Crown Property valued at £50,000 or less to repair;</li> <li>Category 1 Defect valued at £10,000 or less to repair; and</li> <li>Incident Response Operations valued at £10,000 or less</li> </ul>		
	where the loss or damage has been caused by the Scottish Ministers, their agents, servants or any contractor other than the Operating Company (not being employed by the Operating Company and or for whom the Operating Company is not responsible).		
	Response		
	The Operating Company shall be liable for Damage to Crown Property the repair of which is valued at not more than £50,000, Category 1 Defects the repair of which is valued at not more than £10,000 and Incident Response Operations valued at not more than £10,000, where this loss is caused due to the use or occupation by the Scottish Ministers, their agents or servants, any contractor other than the Operating Company (not being employed by the Operating Company and or for whom the Operating Company is not responsible), or the public.		
FTQ014	Clause 12.1.4 puts an obligation on the Operating Company to repair and make good loss or damage from any of the excepted risks set out in Clause		

Tender Query	Clarification		
Response Number			
	12.1.2. Please confirm that the Scottish Ministers will reimburse amounts incurred by the Operating Company pursuant to Clause 12.1.4.		
	Response		
	The risks outlined at 12.1.2 have been labelled "excepted risks" and as such the Operating Company is not liable for the costs incurred in repair / making good. This is without prejudice to the obligation of the Operating Company to repair/make good as Clause 12.1.4 obliges. Repair work required by clause 12.1.4 will be governed by the wider contractual provisions relating to Orders and valuation of work generally.		
FTQ015	Please confirm that where termination could be triggered in accordance with Clause 16.1.1 (i) and (ii) that the Scottish Ministers would waive that termination should alternative Shareholder arrangements be offered that would be acceptable to the Scottish Ministers, and such waiver not being unreasonably withheld.		
	Response		
	Where termination could be triggered in accordance with Clause 16.1.1 (i) and (ii) the Scottish Ministers (whilst having no intent to act unreasonably) must retain complete discretion to respond to the circumstances in such manner as they see fit (and in line with the contractual provisions).		
FTQ018	Will the Employer please confirm if there are any employees of subcontractors who are working, have worked or will work on the Forth Bridges Unit prior to the Commencement of Service Date 1 who will be entitled to transfer over to the new Operating Company under the TUPE Regulations?		
	Response		
	The Employer is not aware of any employees of FETA's subcontractors who would be eligible to transfer under TUPE Regulations.		
FTQ019	The excepted risks in Clause 12.1.2(i), (ii) and (iii) do not include terrorist attacks, natural disasters, severe weather and acts of God causing loss or damage to the Unit. As the Operating Company doesn't have any control or influence over such actions and these risks would be un-insurable for the Operating Company, can Transport Scotland confirm that the Operating Company would not be responsible for such risks? Where this is confirmed, we would request that Transport Scotland provides revisals which made this clear in the contract terms.		
	Response		
	The Employer confirms that it would be unreasonable to hold the Operating Company responsible for loss or damage to the Unit caused by natural disasters, severe weather, acts of God and the like where the Operating		

Tender Query	y Clarification			
Response Number				
	Company has no control or influence over such actions. The Employer does not intend to make any revisals to the contract terms.			
	The Employer considers terrorist attacks to be excepted by Clause 12.1.2. However, the Employer does require the Operating Company to include terrorism cover as part of the Contractor's all risks insurance required in Schedule 1 Annex 5 Table 2.1.1/A.			
FTQ021	During Mobilisation Period 2 and in the period following Commencement of Service Date 2 the Operating Company shall ensure that all the required suitably qualified staff attend the training provided by the Director in connection with the Structural Health Monitoring system and Supervisory Control and Data Acquisition system. Can you please clarify the following:			
	(a) if this training is to be provided by the Director without charge, and (b) if any specialist equipment is required during the training sessions.			
	In addition to this can you confirm that all manufacturer/supplier training required will be provided free of charge along with the specialist equipment required for the training sessions.			
	Response			
	(a) Confirmed.			
	(b) These training sessions are expected to be delivered within the new Control Room. As such, no specialist equipment is anticipated as being required.			
	The Employer confirms the Operating Company will not be charged for any manufacturer/supplier training. Any specialist equipment required for training sessions but not required for Core Operations will be provided free of charge. The Operating Company should provide all equipment required for Core Operations during Mobilisation Period 2.			
FTQ022	Please confirm the FRB Register of Special Programmed Inspections will be subject to an order in accordance with Schedule 7 Part 6, Paragraph 3.6.1.			
	Response			
	Programmed Special Inspections are Core Operations.			
	The FRB Register of Programmed Special Inspections has been replaced with the Register of Programmed Special Inspections for the Forth Road Bridge. Please refer to the updated Schedule 7 Part 7.			
FTQ023	In paragraph 2.10 of the Forth Bridge Engineering Manual it states "a Special Inspection is carried out as required or after a major event or incident is carried out to ascertain the load carrying capacity of the bridge			

Tender Query	Clarification				
Response Number					
	or structure to take a specified loading". Please confirm that these inspections will be subject to an order in accordance with Schedule 7 Part 6, paragraph 3.6.1				
	Response				
	Confirmed. Such Special Inspections are by their nature not Programmed Special Inspections and would be subject to an Order.				
FTQ024	Please clarify what is meant by 'Unsure' In the Workbook titled "FBOC TUPE" in Column 'R' titled Annual Overtime - can you please provide detail of Annual Hours Worked as Overtime.				
	Response				
	'Unsure' means that there is no guaranteed payment of overtime to any employee. A summary of the overtime paid to employees for 2013-14 will be made available. See Section D.				
FTQ028	Within Page 92 hyperlink of the Forth Road Bridge Engineering Manual there is an excel workbook titled "Schedule of Routines 2013" where there are certain tasks listed which are not considered routine maintenance items. In particular, against the painters, there is an item for "wash salt contaminates", please can you confirm				
	(a) the specification for this activity and (b) that this would be subject to an order.				
	Response				
	(a) Access to the FETA work pack database has been provided to Participants. FETA Work Pack 304 for washing down steelwork has been uploaded to the EDT.				
	(b) FETA maintenance routines referenced in the Forth Road Bridge Engineering Manual are Core Operations unless stated as subject to an Order in the Contract.				
FTQ031	In paragraph 7.2.3 of the Forth Bridge Engineering Manual it refers to the vulnerability and criticality assessment shown in Appendix 1 which details the frequencies of special inspections, can you please clarify the pricing point				
	Response				
	Programmed Special Inspections are Core Operations. Reactive unscheduled Special Inspections shall be subject to an Order. Please refer to the updated Schedule 7 Part 7.				

Tender Query	Clarification
Response Number	
FTQ034	At Commencement of Service Date 2 will there be any additional traffic signals or will any of the existing traffic signals be decommissioned or amended?
	Response
	The traffic signals which are being provided for Network 2 at Commencement of Service Date 2 are shown in the EDT. Refer to /Available Information /05 Other Relevant Documents /02 FRC /Contractor's Documents 260814 /Network connection /1200 - Traffic Signs /FRC-P-FCBC-FCN-01243 (SRM) 19 for example. Additional Other Relevant Documents have been provided in the EDT. See Section F.
	For the avoidance of doubt, the existing traffic signals at Echline Junction which are owned by City of Edinburgh Council will be removed and the new traffic signals which will be installed at Echline Junction will form part of the Unit.
FTQ038	Can you provide information on how often the work associated with each Method Statement MS040 (Trough Weld Procedure), MS095Rev1 (Side Span Jack and Pack of Stringer End Bearings) and MS100 (Stringer Bearing Plate weld Repairs) are undertaken per annum and the quantities involved?
	Response
	Repair works associated with Method Statement MS040 and MS100 are based on discovery of a defect, therefore, the frequencies are dependent on the occurrence and identification of defects. FETA has advised, based on historical records, that repairs have been undertaken on an average of once a month for trough weld repairs and once every six months for stringer bearing plate welds. With regards to Method Statement MS095Rev1 for the side span Jack and Pack of Stringer End Bearings refer to the Employer's response to Final Tender Query FTQ017.
FTQ043	A separate pricing item is provided for the weigh-in-motion for the Forth Bridge. However, there is no additional pricing item provided for the weigh-in-motion system for the Queensferry Crossing. Could you please clarify where the price for the maintenance of the system detailed in (3.2.10 Schedule 7 Part 7) should be included.
	Response
	As set out in the FRC Principal Contract Employers Requirements the weigh in motion system on the Queensferry Crossing forms part of the Structural Health Monitoring System. As previously referred to in Dialogue Period Bulletin DPB025, whilst the FRC Principal Contract requires a bending plate weigh in motion system, the Employer is considering an

Tender Query	Clarification			
Response				
Number				
	alternative and the final design is likely to be piezometric strip weigh in motion system.			
FTQ046	With reference to your response to FTQ042, washing salt contaminates, and the schedules related to Painters can you please clarify the following:			
	(a) For all of the 'under deck suspended steel members' only accessed from deck walkways A, B, C and D also top and bottom chords and if available working from toppers on suspended gantries please confirm if these are to be washed in annually or at some other frequency?			
	(b) Are the parapets and the grillages on the nearside and central reserve and the footways of the suspended span to be washed?			
	(c) Are any steel members on the approach viaducts to be washed?			
	(d) Schedule 2013 for Painters shows 2 painters on wash salt contaminates one week a month for 8 months (8 weeks), whereas Schedule 2014 shows 2 painters on wash salt contaminates for 10 weeks continuous - 2 weeks north side span, 2 weeks south side span, 3 weeks north main span and 3 weeks south main span, which Schedule is correct?			
	Response			
	(a) FETA currently plan for this activity to be carried out annually.			
	(b) Yes. FETA currently plan this activity during night shift carriageway closures.			
	(c) FETA does not wash the underdeck steelwork as these are not considered to be in an exposed saline environment unlike the suspended span. However the parapets/barriers/handrails are currently swept and washed down by FETA to remove salt and contaminants on a regular basis during night shifts.			
	(d) The 2014 schedule is FETA's current estimate. FETA advises that the annual estimate is dependent on the amount of salt and contaminants that have built up. FETA advises that the activity can only be carried out underdeck when the ring main is available (April to October).			
FTQ048	With respect to the existing control room (CSD1) and the new control room (CSD2), please confirm if the Operating Company is required to:-			
	- Carry out any works in connection with the fitting out and alteration work			
	- Provide any monitors, panels, panic buttons, intercoms, terminals, alarms, key cupboards, radio equipment, Traffic Scotland terminals or viewers			
	- Provide any electrical wall or floor sockets, or main data cabling			

Provide any furniture including screens and partitions			
- Provide any furniture including screens and partitions  - Carry out any additional amendments or improvements to the air			
conditioning system.			
Response			
completed by the Operating C equipment it required during required for Service Delivery P replaced by the FCBC fit out. T will contain sufficient wall and f	ompany shall Service Deli eriod 2 and is The new contr Toor sockets a	be limited to the migration of ivery Period 1 which is still not superseded, replicated or ol room as fitted out by FCBC and will be fully furnished. The	
Will the Operating Company be responsible for maintaining traffic signs incorporating VMS?			
Response			
Advance Direction Signs with integrated Variable Message Signs were installed by the Fife ITS project on the local roads approaching the Pitreavie Roundabout, see the table below. These signs are outwith the Unit but will be included in Network 1. The traffic signs will be inspected and maintained by the Operating Company, with the exception of the electronic components of the VMS which will be maintained by authorised specialist contractors under separate contracts managed directly by the Employer.			
In addition, Advance Direction Signs with integrated Variable Message Signs will be installed for the Principal Contract on local roads outwith the Unit, see the table below. These traffic signs will be included in Network 2 and will also be inspected and maintained by the Operating Company, with the exception of the electronic components of the VMS.			
The references and drawing numbers in the tables refer to FRC documentation.			
The Employer's Requirements will be updated to include these requirements.			
Location	Sign Ref	Sign Face Drawing	
Principal Contract			
KMD towards Ferrytoll Junction	107.28(.18)	FRC-P-SRM-003-D-NT-SIG- 12107-C1	
	Carry out any additional aconditioning system.  Response  Please refer to Paragraph 1.2 completed by the Operating Completed by the Operating Company in the conditioning equired for Service Delivery Peplaced by the FCBC fit out. The conditioning equipment in the components.  Will the Operating Company in the component	Please refer to Paragraph 1.2.2 of Schedul completed by the Operating Company shall equipment it required during Service Delivery Period 2 and is eplaced by the FCBC fit out. The new controvill contain sufficient wall and floor sockets a fir conditioning equipment will not remprovement.  Will the Operating Company be responsible incorporating VMS?  Response  Advance Direction Signs with integrated Verticavier Roundabout, see the table below. Unit but will be included in Network 1. The land maintained by the Operating Company is pecialist contractors under separate control in addition, Advance Direction Signs with Signs will be installed for the Principal Control of the exception of the electronic components of the VMS which will show that the principal Control of the exception of the electronic components of the Principal Control of the exception of the electronic components of the references and drawing numbers in the Employer's Requirements will be equirements.  Location Sign Ref	

Tender Query Response Number	Clarification			
	Hope Street towards Ferrytoll Junction	108.11	FRC-P-SRM-003-D-NT-SIG- 12108-C1	
	A904 East at Echline Junction	120.13	FRC-P-SRM-008-D-NT-SIG- 12120-C2	
	A904 West Echline Junction	121.03	FRC-P-SRM-008-D-NT-SIG- 12121-C1	
	A904 East at Queensferry Junction	121.09	FRC-P-SRM-008-D-NT-SIG- 12121-C1	
	A904 West at Queensferry Junction	121.10	FRC-P-SRM-008-D-NT-SIG- 12121-C1	
	Fife ITS			
	B980	012-004 (39)	FRC-FITS-JG-DWG-1200- 039, R07	
	Castle Drive	012-003 (40)	FRC-FITS-JG-DWG-1200- 040, R08	
	A823	012-002 (41)	FRC-FITS-JG-DWG-1200- 041,	
FTQ053	With respect to FTB005 and the additional TUPE information which includes eight additional employee references 7005113, and 7005116 – 7005122. These employee references do not appear on any of the previous TUPE information. Please could you confirm that they do not relate to this contract?			
	Response			
	FETA has confirmed that these employee references relate to temporary workers employed during that financial year. FETA has confirmed that these temporary workers should not form part of the FETA TUPE information.			
FTQ054	We refer to the new items included in the Schedule of Rates and Prices for 'Removal of surfacing on Forth Road Bridge'.			
	The item coverage in the Method of Measurement for the 'Removal of pavement' includes:			
	(b) removal of all traces of the existing surfacing material above the existing waterproofing system,			
	In order to maintain the integrity of the waterproofing system when removing the pavement we have concerns that it may not be possible to remove all traces of the existing surfacing as per the "Method of Measurement" without compromising the waterproofing system. It is noted			

Tender Query	Clarification		
Response Number			
	that the current methodology for Road repairs does not include removal of the full depth of road surface material, with the sample method statement provided for Road repair (Work procedure. MS 058) dated 22/02/10 stating:		
	"All Forth road bridge general operatives should be made aware that if a carriageway repair is required on the suspended span IE. Main – span and Side Span, care should be taken not to damage the underlying protective waterproof membrane which ensures protection, primarily against water or any other chemical solutions which may be detrimental to the substrate which it protects. Therefore if removal of defective road surface material is required and a petrol power driven cutting machine is used to shape the defective area of road surface material do not exceed a cutting depth of 35 mm. This stipulation must be adhered to."		
	Can you please confirm if the pricing of items 700/7/001 – 700/7/003 should include for the removal of all traces of the existing surfacing material above the waterproofing or will it be acceptable to leave a thin layer of approximately 3mm to ensure the integrity of the waterproofing.		
	Response		
	Schedule 2: Part 1 has been amended. See section C. For the avoidance of doubt, residues of mastic asphalt up to a maximum of 3mm thick may be left in place over the waterproofing provided they are sound, uncracked and thin enough to melt sufficiently to be fully poulticed (melded) into the overlying layer of new mastic asphalt. Any replacement layer will have to contain sufficient heat to ensure this.		
FTQ056	We refer to Final Tender Query – FTQ050 included within FTB006 and acknowledge that the provision, operation and maintenance of access for the Forth Road Bridge approach viaducts is excluded from the associated maintenance painting activities. In abeyance of the specific loading restrictions, extent and form of access that will be provided at the approach viaducts, and in order for tenderers to price on a comparable basis, can the Director please confirm the specific items and activities that are deemed to be included within the provision, operation and maintenance of access for the Forth Road Bridge approach viaducts, and the specific items and activities that are deemed to be included within the 'surface preparation' and 'protective system' items respectively. For the avoidance of doubt we would anticipate the following typical items being included within the tenderers rates for the items identified in Series 5000 - Surface Preparation and Protective System:  • Blasting and Painting Labour • Abrasive and painting materials.  We would similarly anticipate the following items being included within the provision, operation and maintenance of access		

Tender Query	Clarification	
Response Number		
	<ul> <li>Supply, erection, moving and dismantling all access fixtures and fittings including tubing, fittings boards, beams, encapsulation and fixing points</li> <li>Air test Compressed air</li> <li>Test samples of spent abrasive and supply sealed skips</li> <li>Security • Background lights</li> <li>Extraction/ Ventilation / Vacuum and remove spent abrasive</li> <li>Heaters &amp; dehumidification units</li> </ul>	
	Response	
	The item coverage for the surface preparation and application of protective systems to the Forth Road Bridge approach viaducts are as set out in Schedule 2: Part 1 and the Method of Measurement for Highway Works. The coverage for these items specifically excludes the provision, operation and maintenance of access. Provisions for containment of dust and debris shall be considered as part of the access systems. Otherwise the coverage for the surface preparation and application of protective systems to the Forth Road Bridge approach viaducts includes all labour, plant and materials including all ventilation, extraction, heating, de-humidification and lighting equipment and all testing required.	

signed for and on benait of the Scottish Ministers				
byRoy Brannen				
on December 2014	Authorised Signatory			
atGlasgow				
signed for and on behalf of AMEY LG Limited				
by				
on December 2014	Director/Company Secretary/			
at Glasgow	Authorised Signatory*			

EXECUTED VERSION 14 SCHEDULE 10 PART 1