

Tony Rush

General and Introduction

1. Please provide a copy of your up to date CV.
2. When did you start at TIE? The records include emails involving you from the end of 2009 (eg TIE00034200). What had happened at that time that lead to you being instructed?
3. How were you recruited? On what basis were you recruited – that is, as a consultant, through a company or as an employee? Was it an invitation from someone already there and, if so whom?
4. How were you recruited? Were you known to one or more of the company directors? Were you recommended by another consultant engaged by TIE? Had you worked with the directors previously and, if so, on what project and in what capacity? Had you worked with other members of TIE's professional team previously? If so, who, on what project and in what capacity?

5. What was the description of your role and what was it that you were told you were to do or achieve for the company? Was your role confined to the relationship between TIE and the INFRACO Consortium or did it cover all? In a report prepared by Susan Clark in March 2010 (CEC00541334) you are described as having responsibility for “Use of contractual Mechanisms” (page 19). What did this entail? How was this different from the role envisaged when you joined? A description of the basis on which you were recruited is on page 55.

6. When and why did you cease work for TIE?

Projects

7. There were various Projects generated in 2009 and 2010 – eg Pitchfork, Notice, Termination, Carlisle. Can you explain what they all were and how they related to one another?

8. CEC02084200 is a report on Project Resolution (Including Carlisle and Notice) dating from December 2010. On page 38, there is a discussion about how Project Carlisle came about. It appears that you were a prime mover in this? Do you agree with the position as it is stated here?

Initial views

9. When you first started work at TIE, what investigations did you make to determine the position and what information was provided to you as part of this exercise? What were your initial impressions / thoughts as to the position? What were the principal issues that existed? Up to that date, what had been done by TIE to address those issues? What options had been considered and rejected? What had been the results of the efforts undertaken? Did you consider that the actions were appropriate and/or had been properly carried out? Did you consider that there were other actions which could more usefully have been undertaken?

10. In your email of 14 December 2009 (included within TIE00034200) to Richard Jeffrey you suggest that perhaps a mediation towards a new deal would be the best way forward. What made you suggest this at this early stage?

11. At that time, what was the position in relation to INFRACO programme?

12. What was the position in relation to the MUDFA works?

13. What was the position in relation to the services being provided under the SDS contract with Parsons Brinckerhoff?

Personnel

14. With whom at TIE did you work? Was it mostly Richard Jeffrey? To what extent did you work with other TIE executives, Board Members or the members of the Tram Project Board? What was your impression of the performance of these people? DLA00006390 is a DLA file note recording some comments by you on TIE management. Can you explain what the problem was? Who were the people that you considered presented the biggest problem and why? Who were the ones that were doing the best? Again, why? What 'errors' did you consider that TIE may have to admit? It is apparent from this document that you had had a disagreement with Stuart McGarrity. What was the subject matter of this? How were matters resolved or left?

15. You appear to have dealings with both Andrew Fitchie (DLA) and Brandon Nolan (McGrigors). How were you to determine which firm was dealing with a particular issue? Did difficulties arise for you as a result of having two firms involved? Was there overlap / conflict in advice? How was work divided up between you and the legal team? It appears that there was much reviewing of letters prepared by the other? Is this correct? In an email dated 16 February 2010 (CEC00651418), Andrew Fitchie refers to requests from you for feedback "basically on an hourly basis". Can you comment? How would you describe the relationship that you had with Andrew Fitchie [CEC00219041 – he and I work very closely and have few secrets]?

16. It appears from some correspondence that the relationship between you and Steve Bell was strained? Do you agree? What was the cause of the difficulty?

17. Who was Ed Kitzman and what was his role?

18. Who was Torquil Murray – what did he do and who determined that he should be involved

19. Who was Nigel Robson and what was his role? Who determined that he would be brought into the team?

Contract close

20. Although you were not at TIE at the time, in an email of 12 December 2010 (TIE00305139) you state that the risk arising from development of design after BDDI was described in the Close report. CEC00547597 is a version of the close report. Where is the risk identified?

21. What are you referring to when you mentioned a 'gentleman's agreement' in this email in relation to claims immediately after the contract award?

2009

22. What was your involvement in 2009?
23. What was your role in relation to consideration of the legal issues that had arisen and were still arising? In an email from 20 December 2009 you express yourself to be in agreement with the position that TIE had argued at mediations in relation to Schedule 4 (CEC00550332)? How did you reach your view? CEC00585079 is an email from you to RJ in which you appear to be of the same view. On the other hand, in your email to Andrew Fitchie of 10 January 2010 (CEC00656394) and 1 March 2010 (CEC00548222 and CEC00548223) you seem less confident. Why the change?
24. What was the story in relation to the idea of an Off Street Supplementary Agreement referred to in the email of 10 January 2010? What was your view in relation to his? When had it first been mooted? CEC00586386 is an email to you from early 2010 setting out the background. CEC00649869 includes an email from you dated 12 February 2010 in which you say that any test of reasonable behaviour would expect them to put a proposal for OSSA which is consistent with public law. What was the basis for this view?

25. What was strategy at this point? How and by whom had it been determined? What was your role in that strategy?

26. What was the Peer Review (see CEC00584282 for a record of the meeting you attended)? How did it work and to what extent was it effective? How could it have been improved?

2010

27. It seems that matters came to a head early in 2010 (see email from Richard Jeffrey of 13 January 2010 - CEC00623955). Do you agree?

28. Had the strategy changed? How was it decided and how was it implemented? What were the results?

29. CEC00655624, CEC00655625 and CEC00655626 is an email with attachments from you dated 5 February 2010 with a draft letter for the consortium. Can you explain what the position was then and the purpose of the letter?

30. CEC00618952 is an email string containing an email from Brandon Nolan of McGrigors dated 1 March 2010 to various people including you together with four attachments (CEC00618956, CEC00618957, CEC00618958 and CEC00618959). Can you explain the attachments and why you wanted them? Further details of legal advice were provided by Andrew Fitchie to you and others by email and attachments dated 3 March 2010 (CEC00619254, CEC00619255 and CEC00619256). Again, can you explain the attachments and why you wanted them?
31. At the same time, there was correspondence (3 March 2010) from the Consortium setting out their views as to how the suggestion for an On Street Supplementary Agreement, had come about (CEC00648426). There is a version with handwritten comments on it (CEC00548448). Do you know whose comments they are? Do you agree with any or all of the sentiments expressed?
32. CEC00574841 is a written record of a meeting the two parties on 2 March 2010. Can you comment on this meeting, its purpose, the issues discussed and what if anything was achieved? What was the basis for the claim by BSC that they were unable to start work in terms of the contract? NB there is a further version of the same Meeting Notes at CEC00574842 where it is stated that the meeting was on 4 March 2010. For completeness, do you know which is correct?

33. On 7 March, you sent an email to Andrew Fitchie with a draft of a letter to be sent to the BSC (CEC00548645 and CEC00548646). Can you explain the thinking behind your letter?
34. Not long after you arrived a report entitled Project Pitchfork was prepared in March 2010 (CEC00488524). This records the onset of problems and the consideration by TIE of the options open early on 2010. It also sets out the various components of the response by TIE. Do you agree with or have any comments on the account given there? Page 5 notes that MUDFA was 24 months late and that design work was 18 months late. What impact had each of these had on the INFRACO works? Are you able to comment on the reasons suggested for the late running of MUDFA (page 5)? Are you in a position to comment in the reasons noted for poor performance on the design contract (Page 6)? It is recognised on page 14 that all of the options available result in costs in excess of the available budget? Were you involved in any consideration of this?
35. Can you comment on the letter from the consortium dated 31 March 2010 (CEC00405689)?
36. CEC00442927 is a draft is an email which appears to have been from Richard Jeffrey to Richard Walker. It refers to a meeting that you and Richard Jeffrey had had with Richard Walker and Michael Flynn on 14 April 2010. It appears that this letter or another version of it was sent (see email reply, CEC00299893 and CEC00299894).

That meeting is also the subject of your email to Andrew Fitchie of 21 April 2010 (CEC00444028). Can you comment on the meeting and what is said in this letter about the impressions taken from it? Why had the meeting been arranged and what had you hoped to achieve? Your email appears much more encouraging about the meeting than Richard Jeffrey's draft. Can you comment on this? Can you comment on the terms of the email reply? You were asked by Richard Jeffrey for your comments on a draft further reply (CEC00335475). What was your view of this?

37. It appears from an email to TIE Board Members from Richard Jeffrey on 16 April 2010 (CEC00266715) that you had had a meeting with representatives of BB and Siemens shortly beforehand. There are further comments on the meeting in an email from you to Andrew Fitchie dated 16 April 2020 (CEC00445284). Can you comment on the discussions at the meeting? Was a record kept of those discussions? If so, by whom and where was it kept? Can you comment on the approach of each of the Consortium Partners to your discussions?

38. Can you elaborate on the meeting that you had with Michael Flynn around 21 April 2010 (see email from you to Andrew Fitchie dated 21 April 2010 - CEC00444028)? How had the meeting come about? What was it intended to achieve? What was discussed? Was it a success?

39. The email exchange you had with Andrew Fitchie on 22 April 2010 (CEC00438929) suggests that there were tensions in the management of the situation with the contractors and that various persons were, in effect, acting against one another. Can you comment?
40. CEC00316561 and CEC00316562 are an email dated 26 April 2010 with attachment from Stuart McGarrity to many people including you which appears to suggest a very different scale of tram can be built with the available funds. What was the background to this email and why was it prepared? What was the purpose of the cost estimates referred to in the email? Why were they prepared? On what information were they based? What, if anything, was done with this information?
41. A further call with Michael Flynn on 27 April 2010 appeared to make real progress with Project Carlisle (CEC00335481). Can you comment on the discussion that you had with him? Despite this apparent step forward, Project Carlisle was not in place by the end of 2011. What were the reasons for that?
42. An email from you to Andrew Fitchie and others dated 28 April 2010 (CEC00444577) appears to show that there was an intention that the matter be resolved by discussions by senior personnel from the companies involved. Is this correct? Why was this thought to be a useful line to pursue?

43. CEC02083060 is an email from you to Richard Jeffrey dated 20 May 2010. Can you explain the comments you make there regarding design? What was the problem with the design of the track that you refer to?

44. What was the reason for your approach to Parsons in June 2010 with a view to seeking their assistance in relation to the other consortium members (see email and attachment, CEC00336104 and CEC00336105.)

45. What was the purpose of the proposed Memorandum of Understanding in relation to Project Carlisle (CEC00379576 and CEC00379577) from June 2010?

46. By June 2010, Richard Jeffrey was contacting both you and Andrew Fitchie to say that thought should be being given to how TIE could terminate the INFRACO contract (CEC00302039). What was your role in relation to this? What involvement did you have in the change of focus to termination? Had you been involved in this decision?

47. Can you explain the purpose and outcome of the meeting referred to in your email of 10 August 2010 (CEC00216187)?

48. Can you spell out the Project Carlisle Explanatory Note dated 20 June 2010 (CEC00302027). What function was it intended to perform? How and by whom was it produced? What happened in relation to it? It appears from your email to Mr Kitzman of 20 June 2010 (CEC00337100) that you were the one that sent them on.

49. By the end of June you were sending letters directly to the MD of Parsons (CEC00303395). Why were you getting involved in this rather than having it dealt with by TIE?

50. Can you explain / comment in the email string of 6 July 2010 (CEC00337344). What are you telling Richard Jeffrey what he should say to his counterpart at BB? Can you explain the various issues that you note arose out of your meeting?

51. In July 2010, DLA emailed you a copy of a draft report from May that had been prepared by Acutus (CEC00443389 and CEC00443401/ CEC00443402). This report attributed much of the responsibility for delay of the INFRACO works to TIE. What effect did this have on your thinking and strategy?

52. At about this time TIE sought to carry out an audit of INFRACO subcontracts. What was the purpose of this? To what extent did it achieve its goals?

53. CEC00183919 is the Consortium letter with the Carlisle Proposal dated 29 July 2010. Can you comment on this? What was the reaction to this within TIE? Had they been expecting that it would come in at this sort of cost?

54. In August 2010 you emailed Andrew Fitchie and others with a presentation (CEC00183602). Could you explain the PowerPoint presentation (CEC00183607) and the accompanying Explanatory note (CEC00183606)? Who produced the various figures given in these documents? Who was to attend the meeting and what was it intended should be decided? What was the outcome of the meeting?

55. CEC00041959 includes an email from you of 16 August 2010 considering what should be in a counter offer. What was your role in relation to the counter offer? Can you explain the contents of the email and the justification for your approach?
56. CEC00097962 is an email from Richard Jeffrey to you and others dated 20 August 2010 with a different Powerpoint presentation (CEC00097966) for display to the Council. Why was a different presentation requires? What was the source of the figures in this presentation? How was the risk allowance figure (pages 5 and 18) determined? Is CEC00032056 a note of the meeting with CEC in relation to this? Can you explain what is meant by the reference to "CEO's risk allowance" on the second page?
57. TIE wrote to the consortium on 24 August 2010 (CEC00221164) setting out their proposal for what they termed the Guaranteed Maximum Price TIE Change. You delivered this letter and other documents to Ed Kitzman (CEC00221163 to 67). Can you confirm that you were involved in preparing these documents? What was the thinking behind the GM TIE Change and how was it intended that it should work? On page 2, there is a statement that the intention is to put the parties in the position that they would have been in when concluding the contract had all the changes that had come to light since that time been known about. Is this, in effect saying that the contract could be re-priced on the basis of the new information? Had a view been taken that the design was inadequate at the time of close and there was a necessity to 're-close' with the additional information?

58. With reference to your email to Andrew Fitchie and others dated 29 August 2010 (CEC00216318), can you describe what happened at your meeting with Ed Kitzman to hand over the TIE Proposal? What was the issue with Siemens?
59. It appears from the email exchange that you had with AF and RJ on 31 August 2010 (CEC00210811) that you were aware that the Council preference was to terminate the contract but you were of the view they should not. Is that correct? What did you understand AF to mean when he said he would endeavour, “to ease Nick Smith into a world where termination is untidy and litigation is not fun for anyone and is extremely costly”? Did this influence the costs given for litigation? In particular, did it influence the estimates in the email from Andrew Fitchie to you and RJ of 2 September 2010 (CEC00212352).
60. Your email to RJ of 2 September 2010 (CEC00098258) appears to be offering a view as to how the contract should be interpreted. Do you agree? As both counsel and solicitors were, by then, engaged, why were these matters not put to them? What was your view at that time as to whether Clause 80.20 should be pursued? You set out an argument as to why the INFRACO interpretation is ‘absurd’. In what context did you intend that this should be used?
61. What was the rationale for the letters sent to various Consortium representatives on 7 September 2010 (CEC00157664, CEC00157665 and CEC00157666)? Also, can you explain what was behind your email to Andre Fitchie of 8 September 2010

(CEC00098455) and your email to David Mackay and Richard Jeffrey of 13 September 2010 (CEC00221324)? The latter may require to be read with an email of the same date forwarding the revised INFRACO proposal to you (TIE00667409 and TIE00667410).

62. In an email to Andrew Fitchie of 20 September 2010 (CEC00099032 and CEC00099033) you suggested that the proposal being put to BSC should include a requirement for an Investigation of the Design carried out. Why did you want this and what was the purpose of including it as part of a proposed settlement rather than TIE simply carrying it out themselves? You proposed a later wording on 22 September 2009 (CEC00129475 and CEC00129476). What became of it?
63. CEC00209015 contains a draft of an email to Richard Keen QC from September 2010 that reflected comments made by you (see CEC00213487)? Do you agree with the summary of the position given in this email? What options for further action were under consideration and what were the concerns that you or others had in relation to the proposed course(s) of action. The instruction give the impression that there is no clear plan / strategy. Is that a fair comment?
64. What was the intention behind serving Remediable Termination Notices (RTNs)? Did they serve a useful purpose? It appears from the correspondence that the response was simply to serve notices rejecting them (samples of such rejections can be found

in CEC00044539, CEC00044540, CEC00044541, CEC00044542 and CEC00044543 to CEC00044545. Was this response a surprise? You set out your thoughts in an email to Andrew Fitchie of 21 September 2010 (CEC00218055). Can you explain the contents of this email?

65. It appears from your email of 2 December 2010 (TIE00683946) that you were unhappy with the advice that had been obtained to the effect that if TIE issues notice of termination on the basis of the Remediable Termination Notices served up to that date there would be a material risk that TIE would be found to be in breach of contract. Can you explain?
66. By early December there has been an emergency motion before the council and BSC had requested a meeting with CEC as opposed to TIE (see your email to Richard Jeffrey and others dated 2 December 2010 - TIE00683949). Were you aware how the meeting had come about? Had there been involvement of the Scottish Ministers? What were your concerns in relation to this meeting?
67. In your email of 3 December 2010 to Richard Jeffrey and others (TIE00683974) dealing with the meeting between CEC and BSC you refer to tension between CAF and their consortium partners. Please explain this.

68. What was the intent or purpose behind being “commercially aggressive”? What did it involve? It appears that up until this time there had been a policy of sending large volumes of contract documentation to the consortium. Was this what was meant by being commercially aggressive? What was it thought would be achieved? Was it successful?
69. CEC02084200 is a document entitled “Project Resolution (incorporating Carlisle and Notice) Report to Tram Project Board” dated December 2010. Why was this produced? What was your role in preparing it? Within the document there is a claim that the delays arose from the provision of integration of the systems and civil designs (pages 6 and 24). Do you agree with this?
70. The report was provided to the Tram Project Board. On page 6 there is a statement that the decisions relating to design development have not been clear-cut and also that they have not provided a clear interpretation which gives certainty going forward. Do you agree with this? Do you think it accurately represents the Adjudication decisions in relation to the Gogarburn Bridge and Carricknowe bridge?
71. The recommendation in this report is that TIE should enter into mediation. How had this come about? During much of 2010 the focus of been on changing the scope of the contract or terminating it. In particular, in the latter months of the year, the the focus appeared very much on terminating the contract. DO you agree? What gave rise to the desire to enter into negotiations?

72. This reports notes that there are doubts as to whether TIE could lawfully terminated the INFRACO contract (page 58). As legal advice had been taken throughout the process followed in 2010, was this a surprise.? What was your reaction and the reaction of others to this news?
73. In the section in mediation, there is reference to “events during the week of 15 November 2010” (page 60) and these are then identified. Were these really the factors that lead to greater consideration being given to use of mediation?

The Secret Agreement

74. In mid 2010, it came to light that there was a ‘secret’ agreement between Parsons and the Consortium. This was mentioned in a number of documents such as an email from yourself of 11 August 2010 (CEC00215951). What was the concern? What was done about it and how was it resolved?

Adjudications

75. Were you surprised at the outcome of the Adjudication decisions in relation to Gogarburn Bridge (CEC00479432) and Carrick Knowe Bridge (CEC00479431)? What difference did these decisions made to the discussions that you were having with the

Consortium? Were you involved in discussions at TIE to determine what the response(s) to this should be to these decisions? On 15 January 2010 you were emailed a copy of legal advice in relation to the decision (CEC00653304 and CEC00653305). What difference did this advice make? Was action taken in reliance on it?

76. It appears that the TIE interpretation of the contracts was largely supported by Mr Wilson in the Russell Road Retaining Wall ('RRRW') Adjudication (CEC00567896, paragraph 65). Do you agree? What difference did *this* make in the discussions with the Consortium? Was there any significant change in the balance of power or willingness to be flexible / discuss issues? Despite the fact that Mr Wilson appears to favour the TIE interpretation of the contract, it is apparent that he then decided against TIE on applying that to the facts. What was the TIE response to this? It seems to show that TIE were not properly understanding the facts even if their legal approach was accepted. Do you agree?
77. In an email from Susan Clark from 12 March 2010 (CEC00619994), she states that at the Wilson adjudication the parties agreed that the Hunter decisions would not be binding. Do you know about this? Exactly what was agreed? Was it that the Hunter decisions did not bind Wilson who could apply his mind afresh or was it that it should be treated as irrelevant for all purposes in future?

78. Despite the RRRW decision, is apparent that the deadlock in the contract remained. Why was this?
79. In June 2010, an adjudication was to be dealt with by Brandon Nolan of McGrigors rather than Andrew Fitchie at DLA (see email chain between you, Andrew Fitchie and others CEC00437836). Why had the decision been taken to have different representation for this Adjudication? What was the relationship between McGrigors and CEC at this stage What was the relationship between McGrigors and TIE? What was the basis for your statement that the adjudications to date had strengthened TIE's position in relation to INFRACO? What did you mean by your comment that, "if we lose MUDFA8 you should look to the whole strategy and DRP team.'
80. CEC00129399 is the decision of Lord Dervaird on the Murrayfield Underpass adjudication. What effect did this decision have on the strategy adopted by TIE? CEC00129395 is an Opinion from Richard Keen QC dated 23 September 2010 on issues arising out of Lord Dervaird's decision. Why was this obtained – what was the practical issue that had arisen an on which TIE considered the need for guidance?
81. In your email to Andrew Fitchie and others of 23 September 2010 (CEC00209592), it appears that you now accept that TIE have "lost heavily" on many issues at adjudication. Was that the view of everyone? Was it recorded formally? What bearing did it have on the decision(s) as to future management of the contracts?

82. An email from Jo Glover of DLA to you and others dated 24 September 2010 attaches the suite of documents making up the new Carlisle Proposal (CEC00129799 to CEC00129803). What work had been undertaken by you to get them to this stage? Who provided the input for them and/or took the decisions as to what was to be included and what was not? What was the role of each of TIE/TEL/TPB/CEC in this process? Can you describe the principal elements of the proposal at this time? The final version does not include a requirement that there be an investigation of design and instead says that TIE will carry out an investigation and that there are to be no further payments to the SDS provider meantime (See CEC00129803 page 4). Why was this change made? It appears that this was something you discussed at the meeting discussed in the following paragraph.
83. The day before that, you had attended an internal meeting where there was some discussion as to whether any counter offer should be made in light of a letter received from BCS on 22 September (see note of meeting - CEC00220060). Is CEC00084813 the letter? Why was there doubts as to whether the counter offer should be made? An email from Andrew Fitchie to you and others dated 26 September 2010 contains a draft response in strong terms (CEC00210272). Did this reflect the general feeling in relation to the BSC letter?
84. CEC00088220 is a draft Report on Project Pitchfork (ie Project Carlisle plus Project Notice) prepared by Susan Clark. This draft is dated October 2010. What input did you have into the preparation of this report? Do you agree with its contents?

85. What was the background to your email of 1 October 2010 (CEC00086102) to representatives from CAF?

86. What role had been played by CEC in the period up to the end of 2010?

2011

87. In general terms, can you explain the decision to proceed to mediation, the preparations leading up to the mediation and what occurred at the mediation? What was your role in relation to preparation for the mediation? Please consider what the strategy was for the mediation and how it was determined? Was there any change in strategy in the course of the mediation? Had there been discussion as to best and worst case scenarios and what were they? What was the process undertaken that lead to the deal that was eventually done? Do you agree that is it is significantly more than had been discussed before and is similar to offers from the Consortium that had already been rejected as too expensive? What was there a change of heart. Was there consensus that the agreement should be made in these terms.

88. Were you involved in briefing the incoming Chief Executive of CEC, Sue Bruce? What information was she provided with? Did you discuss the tactics and strategies of the mediation and target outcomes with her before the mediation? Was any record kept of these discussions and, if so, by whom?

89. What was your role in preparation of the TIE mediation statement and Sue Bruce's opening statement?
90. TIE00106424 is an email from Nigel Robson to you and others dated 17 February and your reply. Can you explain its purpose? Was this part of the preparations for mediation? What is meant by dealing with the deckchair figures? Is estimating likely outcomes for TIE/CEC based on various scenarios?
91. The next day, Gregor Roberts emailed you with various figures (TIE00106431) can you explain these? Why did you want these? How were they being produced? Was there any independent verification of them? The follow up email (TIE00106432) may also be relevant.
92. You got the Consortium proposal for what was by then termed Project Phoenix in February / March. What was your response. In particular, what was the response to the increase sought by Siemens in their prices (see your email to Richard Jeffrey and others dated 3 March 2011 - TIE00685959)? Were you every given a satisfactory answer in response to this issue?

93. CEC01928167 is a CEC Briefing to the incoming Transport Convenor on the project and attempts to get agreement. The first pages note that the costs estimates provided by TIE were less than ones advised by you. Can you elaborate? How did you arrive at your estimates? To whom were they given and when were they given? At the mediation was a decision ultimately taken to proceed on the basis of your estimates rather than those of TIE? Can you comment in the suggestion in this document that the preferred view within TIE was to terminate the existing contracts and re-procure? Can you comment also on the note that MUDFA was the predominant cause of delay as opposed to design issue? If it helps, the text for this briefing appears to be taken from a report prepared by Colin Smith (CEC01890186). Earlier, in February 2010, an email from you (CEC00653726) described design as their (ie BSC's) MUDFA. What did you mean by this?
94. CEC02084651 is an email from you to Brandon Nolan and others dated 27 February 2011. You claim there that the cost of separation will be greater than that forecast by TIE. How did you come to your conclusion? When did you reach the view that the separation costs would be much higher? Did you make that known to TIE? If so, to whom and when?
95. Your email says that the Infracore are now in possession of sufficient information to give a fixed price. What information had been made available to them to mean that they could for the first time be expected to do this?

96. How did the offer set out to de-risk the risks that Infracore had created by poor design management (point 4)?
97. Point 13 notes that the price for the BB element was greater than market price. What was done in relation to this? How had you assessed market price? Were TIE given the information which point 18 notes is required?