

### Additional Questions For Mr Dennis Murray (Reference Letter 31 August 2017)

Question	Response
1. Did Andrew Fitchie inform you in October 2007 that he had been told by Bilfinger Berger (BB) that the works would cost £80m more than the tender sum?	I was not employed by tie until January 2008 so I would not have been around at that time. (October 2007). I was not part of the procurement team which had been in place for many months beforehand.
2. Did Andrew Fitchie report to you that BB were not willing to enter into a fixed price deal?	I was not part of the procurement team and not employed by tie until January 2008. I do not recall this being said.
3. Did Andrew Fitchie report to you that he had doubts about the sub-contracting chain BB said they had in place?	I was not employed by tie until January 2008 and I do not recall this being said.
4. In what context were you told of these matters?	I do not recall receiving information or reports on the matters noted.
5. What did you do with the information and with whom did you discuss it?	I do not recall receiving information or reports on the matters noted nor any discussions surrounding them.
6. What difference did it make to the decisions as procurement of INFRACO?	I was not part of the procurement decision making – BBS were the preferred bidder and the only contractor involved when I commenced in 2008.
7. Was it discussed in the context of reporting to CEC and, if so, what decisions were taken in relation to it?	I do not recall being involved in discussions or reports to CEC in relation to the matters noted.
8. Did Andrew Fitchie report to you on 6 February 2008 (or any other date) that Pricing Assumption 1 in Part 4 of the Schedule was fixed and could not be negotiated and that it would be difficult to claw anything back?	I commenced employment on the project in January 2008. I do not recall having a report concerning the limited negotiation of Pricing Assumption No 1 however I was given to understand that it was borne out of a procurement meeting with BBS prior to my involvement on the project in 2008.
9. By email dated 22 April 2008, you sent a copy of Part 4 of the	My principal involvement in Schedule Part 4 was to agree and insert technical and pricing schedules of rates for both BB and S

<p>Schedule of the Draft Infraco contract to Andrew Fitchie and Stewart McGarrity (CEC01374219). What did you expect each of them to do with it?</p>	<p>which would be used to value post contract changes if and when they occurred. I was going to be directly involved in the valuation of any post contract Changes therefore my main objective was to have a reference to agreed tender rates within the Contract which would be competitive rather than to price any post contract changes from first principles. During the early part of 2008 I worked with BB and S to ensure that we captured the rates and prices within the Contract through Schedule Part 4. I was also involved with the procurement team in discussing and agreeing some of the technical aspects of the Pricing Assumptions in parallel with the rates and prices for post contract Changes. My email referenced CEC01374219 provided the latest agreed pricing schedules for finalisation and inclusion in the completed Schedule Part 4.</p>
<p>10. Did Andrew Fitchie recommend at any time that the award of the INFRACO contract should be delayed?</p>	<p>I do not recall this.</p>
<p>11. If so, when and why did he make his recommendation and what was the response to it?</p>	<p>I do not know.</p>
<p>12. Were you involved in amendment to Clause 80 of the Infraco contract (TIE Changes) in the weeks before close?</p> <p>13. Why were changes required and how did they come about?</p>	<p>I was not involved in the drafting of core contract clauses.</p> <p>Several meetings took place between tie and its lawyers and BB/S/CAF and SDS together with their respective lawyers to evolve and close out contract drafting in parallel with the many schedules that would form part of the contract.</p>
<p>14. What was the effect of the changes?</p>	<p>Any changes would be to incorporate an evolution of the discussions at that time to align with the schedules and other parts of the overall contract drafting.</p>
<p>15. What role did Andrew Fitchie play in drafting the changes and advising upon them?</p>	<p>DLA Piper were tie's advising lawyers and they completed the contract drafting alongside the lawyers acting for each of the consortium of contractors and designers. Tie assisted with and provided technical and pricing input where appropriate.</p>
<p>16. Did you tell Andrew Fitchie that</p>	<p>I do not specifically recall telling Andrew</p>

<p>your BBS counterpart in Edinburgh had said that the contractors advised them not to mobilise but to apply resources to building up claims?</p>	<p>Fitchie this and I do not recall my BBS counterpart stating this however it was apparent in the early stages that there was an emphasis on the mobilisation of commercial resources rather than construction resources.</p>
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