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HEARING

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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER M. HALL QC  
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION PARAGON

Reference: Operation E18/0736

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON FRIDAY 18 JUNE, 2021

AT 2.05PM

Any person who publishes any part of this transcript in any way and to any person contrary to a Commission direction against publication commits an offence against section 112(2) of the Independent Commission Against Corruption Act 1988.

This transcript has been prepared in accordance with conventions used in the Supreme Court.

THE COMMISSIONER: Yes, Ms Spruce.

MS SPRUCE: Commissioner, the next witness is Ghazi Sangari.

THE COMMISSIONER: Yes, Mr Sangari. Now, Mr Robertson, I've previously I think given leave for you to appear? I'll just confirm that.

MR ROBERTSON: May it please the Commission, with my learned friend Mr Guy.

10

THE COMMISSIONER: Sorry?

MR ROBERTSON: With my learned friend, Mr Guy, who also appears with me.

THE COMMISSIONER: Oh, yes, I grant leave to Mr Guy as well to appear on behalf of Mr Sangari.

MR ROBERTSON: May it please the Commission, Mr Sangari objects to answering any questions or producing any documents or other things and respectfully seeks a declaration under section 38 of the ICAC Act.

20

THE COMMISSIONER: Mr Sangari, you need to take an oath or an affirmation to give evidence. What would you elect?

MR SANGARI: An oath, yeah.

THE COMMISSIONER: An oath. If you wouldn't mind taking the bible there and stand, and my associate will administer the oath. Thank you.

30

MR SANGARI: It's the Koran.

THE COMMISSIONER: Mr Sangari, I understand that you are familiar with the provisions that entitle you to give evidence on objection, and that's your wish, is that right?---Yes, sir.

10 Just to explain the effect of the – giving evidence on objection is it entitles a witness to do so and that means that there's some measure of protection in that the evidence can't be used in other proceedings in the future, subject to one exception, and that is in relation to any offence under the Independent Commission Against Corruption Act, including for example, wilfully giving false evidence. In a prosecution for such matters, then the evidence could be used in those limited circumstances, but otherwise the protection operates as I've stated. Do you understand all of that?---Yes, sir.

20 Thank you. You understand that although I'll make a declaration that you are giving evidence under objection, you must answer all the questions truthfully.---Yes.

Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by the witness, Mr Sangari, and all documents or things produced by him in the course of this public inquiry are to be regarded as having been given on objection or produced on objection. Accordingly, there is no need for Mr Sangari to object to individual questions or the tender or production of particular documents or items.

30 **DIRECTION AS TO OBJECTIONS BY WITNESS: PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THE WITNESS, MR SANGARI, AND ALL DOCUMENTS OR THINGS PRODUCED BY HIM IN THE COURSE OF THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN ON OBJECTION OR PRODUCED ON OBJECTION. ACCORDINGLY, THERE IS NO NEED FOR MR SANGARI TO OBJECT TO INDIVIDUAL QUESTIONS OR THE TENDER OR PRODUCTION OF PARTICULAR DOCUMENTS OR ITEMS.**

40 THE COMMISSIONER: Yes, Ms Spruce.

MS SPRUCE: Mr Sangari, could you state your full name, please?---Ghazi Sangari.

And your date of birth?---[REDACTED], '76.

And Mr Sangari, were you born in Sydney?---Yes.

And you completed your schooling in Sydney?---Yes.

And it's correct, isn't it, that you finished school in around 1994?---Yes.

And you then obtained a degree in civil engineering from the University of Technology, Sydney, correct?---Yes.

10 And you finished that degree, graduated from that degree in around 2000?  
---Yes.

And you then entered the workforce. Now, is it correct that you initially worked for others when you first entered the workforce?---Yes.

And what was the work that you did immediately after finishing your degree?---Most likely consulting work.

Consulting as an engineer?---Yes.

20 And were you employed by someone in that capacity, or you worked as a consultant?---I believe – I worked for different companies at the time.

I see. And then it's the case, isn't it, that at some stage, you set up your own business?---Yes.

And it was in around 2003 that you did that.---Most likely.

30 And initially you did that by registering a company called GEC Consulting Group Pty Ltd, is that correct?---I think the, the first company may have been GEC Australia. Yep.

GEC Australia Pty Ltd?---Probably, yes.

THE COMMISSIONER: Mr Sangari, could I just interrupt, could you keep your voice up, please, and just direct your speech towards the microphone?  
---Is that better like that, sir?

Yes, that's much better. Thank you.

40 MS SPRUCE: And Mr Sangari, what was the work that GEC Australia Pty Ltd did?---We did consulting and construction.

You refer to 'we', was there somebody else involved in that business with you?---I had a partner, yeah, well, through most of my life.

And who was your partner in GEC Australia Pty Ltd?---Ahmad Wehbe.

And you've said you did consulting and construction.---Yes.

So you're an engineer, and what's Mr Wehbe's qualification?---Building designer.

And in terms of the construction that you say you did, did either you or Mr Wehbe have a builder's licence?---Yes.

You did. Did you have a builder's licence?---Yes.

10 And Mr Wehbe also had one?---Maybe later on he had one.

I see.---I, I, I don't remember the exact date.

And what sort of proportion in terms of the work that you were doing with GEC Australia Pty Ltd was consulting as opposed to construction work? ---I don't recall the percentages, but we, we, we did both. I can't recall them.

20 THE COMMISSIONER: Please keep your voice up, please.---I don't recall the ratio but we did work in both capacities over the years.

MS SPRUCE: So you don't have any recollection about whether the majority of the work you did was consulting as an engineer, as opposed to construction work?---Most of our line work was consulting but we do occasionally jobs generally once a year or so.

30 So most of your work was consulting work, but once a year or so you might do a construction job. Is that correct?---Yeah, we did construction jobs but I just didn't proportion it. I've never calculated it.

I understand. And then at some point you stopped using GEC Australia Pty Ltd and you started using a company called GEC Consulting Group Pty Ltd. ---Yes.

And what was the reason for changing from one company to the other, do you recall?---I don't recall.

40 But it's the case, is it, that Mr Wehbe continued to be your partner in the - - -?---Yes.

- - - GEC Consulting Group Pty Ltd?---Yes.

And it's correct, isn't it, that that company was ultimately liquidated?---Yes.

And what were the circumstances around that company being liquidated? ---I think there was an accident at a job once. Things just went pear-shaped after that.

So was that in respect of some construction work that the company had taken on?---Yes.

And so as a result of that accident you liquidated that company. Is that correct?---Yes.

And what was what led to you then registering a new company, GEC Consulting Pty Ltd.---Yes.

10 And if I could just take you, please, to volume 9.1, page 1. Mr Sangari, you see this is an ASIC record in respect of GEC Consulting Pty Ltd?---Yes.

Showing that it was registered on 18 December, 2009.---Yes.

And then on the next page, please, you'll see that you are the director and secretary of the company.---Yes.

And also the shareholder.---Yes.

20 Now, notwithstanding that only your name is listed there, is it the case that Mr Wehbe was still involved as your partner?---Yes.

And is there any reason why his name didn't appear as a director or officeholder or shareholder in the company?---There's no, no reason that's the case.

It was just how you set it up.---Yeah.

30 And in terms of the partnership, is it the case that you just split the profits of the business between the two of you?---Yes.

Now, if I could just take you back to page 1 of that ASIC record, please. You see there that the company address for both the registered office and the principal place of business is Unit 1/58 Restwell Street, Bankstown? ---Yes.

And was that an office premise where your business was located?---It was an office premise.

40 And did you share that space with anybody else?---Yes.

And who did you share the space with?---The main, main person we shared with was an accountant.

And what was the name of the accountant?---MH Accounting.

Was that Mohammed Harris?---Yes.

And you said the main person you shared it with was Mr Harris. Was there somebody else who shared that space?---Over the years there were people here and there that would share the space.

Now, Mr Sangari, it's the case, isn't it, that through GEC Consulting Pty Ltd you ultimately started doing work as a contractor for the RMS?---Yes.

And between 2011 and 2014 you did 11 contracts for the RMS. Correct? ---Yes.

10

Now, the address in Restwell Street is also listed as the registered office for two other companies who became RMS contractors. Are you familiar with the company BMN Electrical Services Pty Ltd?---No.

You've never heard of that company?---I've probably heard of them, but I don't, I don't know them.

Do you know Bilal Najjarin?---I don't know him personally. I may have met him once.

20

Sorry, you may have met him once?---I may have met him, but I don't know him.

Well, when you say you don't know him but you may have met him, you have a recollection, do you, of meeting him?---He, he probably has – I, I believe – I remember he's probably visited the office to see the accountant on maybe one or two occasions. But I've never spoken to him personally.

30

I understand. And then are you familiar with the company Sydney Metro Building Services Pty Ltd?---Yes.

And how do you know that company?---Again, I mean, they were both mostly likely registered at the address because of the accountant, like Sydney Metro, Nabil, I know him through uni days, and he is also a relative of Ahmad.

A relative of?---Ahmad.

Of Mr Wehbe.---Yes.

40

So Nabil Habbouche is the person behind Sydney Metro Building Services? ---Yes.

And he is a friend of yours from university?---That's right.

And he is also, did you say, a relative of Mr Wehbe's?---Yes.

And is it the case that he's a cousin of Mr Wehbe's?---Yes.

Now, how was it that you first came to do work for the RMS? Did you have a pre-existing relationship with Alexandre Dubois?---No.

And so what were the circumstances in which you became an RMS contractor?---I, I believe he either arranged a meeting through the office or through Ahmad, one of the two, I just, I don't recall exactly.

10 You say that you didn't have any pre-existing relationship with Mr Dubois. Are you aware whether Mr Wehbe had any pre-existing relationship with Mr Dubois?---I don't think so, but not sure. But I don't think so.

Are you aware that Nabil Habbouche, who you've given evidence is a cousin of Mr Wehbe, is also a cousin of Mr Dubois?---I think initially I wasn't aware, but later on I came to learn that.

Do you recall when you first learned that?---No.

20 So, do you recall whether Mr Dubois' first approach to GEC – and if I refer to GEC, you understand, do you, that I'm referring to GEC Consulting Pty Ltd?---Yes.

Call it GEC for short. So, do you recall whether Mr Dubois' first approach to GEC was through you or Mr Wehbe?---I don't recall, no.

30 And do you recall whether it was a phone call or an email?---It, it would – I, I thought it was a, a meeting arranged in our office, somebody arranged a meeting. Either he, either Alex called the office admin and arranged a meeting, or through Ahmad arranged a meeting. I'm, I don't recall exactly.

And at the initial meeting, who was present, do you recall?---Most likely myself and Alex.

You don't think that Mr Wehbe was there also?---I don't recall.

Now, Mr Sangari, as I've already said and you've agreed, GEC did 11 contracts for the RMS between 2011 - - -

40 THE COMMISSIONER: I thought you said it was 14. It's 11, is it?

MS SPRUCE: No, Commissioner, 11.

THE COMMISSIONER: It is 11? Thank you.

MS SPRUCE: Yes, between 2011 and 2014.

THE COMMISSIONER: 11 contracts.

MS SPRUCE: Yes. But the date range, Commissioner, is 2011 to 2014. And is it the case that all of those contracts were awarded by Mr Dubois?---I believe so.

And Mr Sangari, did Mr Dubois ever ask you to pay him a cut of the amount that you received in payment from the RMS in relation to those contracts?  
---Yes.

He did?---Yes.

10

All right. And if I could just show you, please, volume 9.1, page 14. This is an RMS record which lists each of the contracts that GEC did for the RMS.  
---Yes.

And if you look down there, you'll see for example there's works at Kankool, at Galston Gorge, Mount White, Twelve Mile Creek, more work at Mount White, some work at Bulli, Urunga, Mount Ousley, Picton, Bathurst.---Yes.

20

And then Picton Road and Eastern Creek.---Yes.

Now, do you recall whether it was the first job you did in relation to which Mr Dubois requested that a cut be paid to him?---I, I recall it was the Mount White civil job which is fifth down the list, but I don't recall the second time.

All right. So the first few jobs that you did were design jobs. Correct?  
---Yes.

30

And then we'll come to the details later, but as you say, the fifth job is civil works in respect of Mount White.---Yes.

And then do you see there that the sixth job, the Mount White contra-flow lane, do you recall that that was also civil works in respect of Mount White?  
---Yes.

Now, do you recall whether it was after the first of the Mount White civil works that Mr Dubois asked for a cut?---I don't recall exactly.

40

It was either after the first or second of those Mount White civil jobs.  
---Yes. They were very similar timing like, I believe.

Yes. Well, one was in November 2011 and the other was in December 2011.---Yes.

So that was the first occasion that you recall Mr Dubois asking you for a cut, and I assume that that stands out in your memory because it's an unusual thing to happen. Correct?---Yes.

THE COMMISSIONER: What did you understand Mr Dubois' position was at that time, that's the time of the contract concerning Mount White, what did you understand his position was within the organisation?---Project manager of - - -

I'm sorry, I can't hear?---Project Manager, Heavy Vehicles.

10 Right. And did you understand he, in that position as manager, had authority to allocate contracts of work on behalf of RMS?---Yes.

MS SPRUCE: Mr Sangari, do you recall what it was Mr Dubois said to you when he conveyed to you that he wanted you to pay him a cut of the profits from that job?---I don't recall exactly but I believe he said to look after him.

To look after him.---Yes.

20 And so is it your recollection that that was something he said to you before that job was awarded to you?---I don't recall exactly, maybe after we were onsite, during construction, but I can't remember exactly when.

And when you say you recall him saying words like "look after" him, what did you understand that to mean?---To, to allocate some money towards him.

To allocate some money towards him.---To pay him some money.

30 Did you seek to confirm with him in any way that that was what he intended to mean by asking you to "look after" him?---No, I don't, I don't recall.

Did you say anything to convey that you would "look after" him?---No, I don't think so.

Did you have any discussion with him at all about what amount of money you might pay to him?---No.

And I take it you did then "look after" him by paying him some money?---Yes.

40 And how much did you pay him?---I recall paying him 5,000 on two occasions.

THE COMMISSIONER: Sorry, how much was that?---5,000 on two occasions.

MS SPRUCE: All right. Well, just sticking now with the first occasion, did you pay him that money in cash?---Yes.

And what was the process that you went through to determine the amount that you should pay him?---I don't think there was a process, it was just a figure that I come up with.

Well, had you ever been asked to pay someone effectively a cash kickback of this kind before?---No.

MR ROBERTSON: I object, I object, that goes well beyond the terms of reference.

10

THE COMMISSIONER: Sorry, I can't hear, Mr - - -

MR ROBERTSON: I object. That goes well beyond what's being inquired into in this matter.

THE COMMISSIONER: Well, it's just that industry practice and experience sometimes can provide contextual background as to whether it's part and parcel of accepted practice or not.

20

MR ROBERTSON: If there's some question about it being unusual or something along those lines, I can't object to a question of that kind, but it seems to be straying into something that goes beyond the particular matter that the Commission is investigating.

THE COMMISSIONER: All right, perhaps it could be – re-form the question, perhaps to make it clear. And, please, if you could just keep your voice up. Having difficulty – perhaps, I don't mean you to be uncomfortable, but just keep directing your speech and lifting your voice. It makes it easier. Yes.

30

MS SPRUCE: Mr Sangari, that was a highly unusual request, wasn't it? ---Yes.

That you should look after Mr Dubois in some way?---Yes.

And to the best of your recollection, how did you deliver the cash to Mr Dubois?---I believe on one occasion I dropped it off to him on the way home.

40

Dropped it off?---Most likely to his house.

And how did you know where Mr Dubois lived?---He asked me once to do, to assist him in a plan, so I knew where the address was.

THE COMMISSIONER: So on this particular occasion you delivered, I think you said it was 5,800?---5,000.

Hmm?---5,000.

5,000, sorry. And was that in cash?---Yes.

And did he request it to be in cash?---Oh, don't recall sir.

MS SPRUCE: Mr Sangari, you then take it, as I understand, to what you understood to be Mr Dubois' house.---Yes.

10 And was Mr Dubois there when you arrived?---I don't recall the exact circumstances, but he, he would have been there.

Well, you wouldn't have handed the cash to anybody else, would you, other than Mr Dubois?---No.

And so when you handed the cash to him, you must have had a conversation with him.---I don't recall the exact conversation.

20 Well, do you recall whether Mr Dubois counted the amount that you gave him?---I don't think so. I think he just put it straight into his pocket.

Do you recall whether he asked you how much it was?---I don't, I don't think so. Don't recall, though, properly.

You don't recall any conversation about whether or not the amount that you were offering him was satisfactory to Mr Dubois?---I don't think there was, off memory, I don't think there was a big discussion on that. I think he just put it in his pocket and then we were just talking about other matters, but I just can't remember exactly.

30 And did you understand that the \$5,000 cash that you were paying him – I withdraw that. Did you believe that in return for paying Mr Dubois \$5,000 in cash that there would be some benefit that would come to you?---I, I don't think that was the intention from my end.

Well, why were you paying him the money?---It was a silly mistake.

Well, that doesn't explain why you did it. It's a lot of money, you agree? ---Yes.

40 And - - -?---But there was never intention, I think, in my mind that we just get more work continuously out of it. I just think there was just a bit of pressure and I just gave it to him.

Well, did Mr Dubois ever say anything to you along the lines of offering an assurance that you would receive more work if you went along with his request?---I'm not sure if we had those discussions. I don't recall that.

Well, you say that it was a silly mistake, but then you've given evidence that it was a mistake you made on a subsequent occasion, is that right?

---Yes, yes.

You paid him \$5,000 a second time.---Yes.

10 And if we go back to volume 9.1, page 14. Yes, page 14, just looking again at the list of jobs, do you have any recollection, looking at that list of jobs, specifically the jobs that occur after the Mount White civil works, when it was that you paid him the second amount?---I don't remember properly the second amount, when - - -

You don't remember the second amount?---No.

But you do have a clear recollection, I take it, of making the payment to him.---Yes.

20 Do you recall what he said to you on the second occasion?---No. I don't, I don't recall the actual, like, I, I recall the first event, circumstance, that we're going to his house and dropping it off. I don't remember the second one.

THE COMMISSIONER: Did it occasion you any cause for concern or did it trouble you that he requested money be paid to him, given that you were, your company was in a contractual relationship with RMS?---Yes, sir.

Sorry, it did occasion you concern, or not?---Yes, it, it did, sir.

30 And what was your concern?---I, to, to be honest, sir, I, I, it was something that I didn't want to do. I didn't - I mean, I did it, that was a mistake I did it, and I decided shortly after not to continue.

So did you consider on the outset that his receipt of cash from a contractor was improper conduct on his part?---I believe so.

And did you understand it to be that he was taking advantage of his power to award work to contractors in being able to make requests for personal benefits?---Yes, sir.

40 And did you at any stage query it with him and perhaps point out to him that this request for money was improper?---I think later on, sir, I started to avoid answering his calls. It was just - - -

Started to avoid what?---Avoid dealing, like, trying to avoid dealing with him.

Tried to avoid working in with him?---That's right, yes.

MR ROBERTSON: I think the evidence was “try and avoid dealing with him” I think is at least what I heard.

THE COMMISSIONER: So what word? Sorry, I missed it.

MR ROBERTSON: “Try and avoid dealing with him,” I think was the words.

10 THE COMMISSIONER: Dealing with him, yes, thank you. In relation to the contracts that your company made with RMS, were you dealing with the contracts yourself, or did you have employees working on the contracts on your behalf or alongside you?---Combination, sir, yes.

Combination. And what other employees of yours or of your company worked on the RMS work?---I don’t recall the exact names but, I mean, whoever worked with us at the time may have had some input on the projects.

20 All right. Yes, Ms Spruce.

MS SPRUCE: Mr Sangari, I just want to clarify the circumstances in which you initially made the decision to pay Mr Dubois \$5,000 in cash. You’ve said that you recall a conversation where Mr Dubois said something to the effect of, “Look after us.” But was it solely your decision to make a cash payment to Mr Dubois?---Yes.

Mr Dubois didn’t say anything to you about specifically requiring a payment?---I don’t recall that, no.

30 Or a payment in cash?---I, I don’t recall exactly the circumstance.

In the works that you did for the Mount White civil jobs, did you come into contact with other RMS contractors doing work for Mr Dubois?---Not on the Mount White job.

So is it the case that at the time you did the Mount White civil works, you hadn’t met any other contractors who were doing work with Mr Dubois onsite?---Not that at that site, but at a previous site.

40 Oh, at a previous site.---Yes.

Who were the contractors that you’d met at a previous site?---I believe I, we’d met – I don’t know the company name, but Chahine and Barrak.

So that’s Chahid Chahine?---Yes.

And Barrak Hadid?---Yes.

And do you recall that their company was CBF?---No.

Did you have any knowledge about whether Mr Chahine and Mr Hadid were making payments to Mr Dubois?---No.

Were you aware of a company called Complete Building Fitout Pty Ltd? ---No.

10 Now, if I could just show you, please, the RGM Property Survey. And while that's coming up on screen, Mr Sangari, when you gave evidence about the circumstances in which you delivered the first amount of \$5,000 cash to Mr Dubois, you said that you had a knowledge about where he lived because you'd done a sketch for him. Is that correct?---That's right.

Well, if you just have a look at the document that's on screen, and without mentioning it out loud, do you see in the bottom right-hand corner, this is a survey document, and there's an address listed there?---Yes.

20 Do you recognise that address?---Yes.

Do you recognise that address as being the address where you delivered the \$5,000 in cash?---I don't recall if it was, most likely that, that would have been the case.

If we could just go to the next page, please. Do you recognise this as a sketch that you did?---Yes.

30 And perhaps you could describe for us what that sketch is in respect of. ---So it's a granny flat at the back of the property.

THE COMMISSIONER: Sorry, I'm still having trouble hearing you. ---It's a granny flat at the back of the property.

MS SPRUCE: And is this something Mr Dubois asked you to prepare? ---Yes.

And is it the case that he gave you the survey that we saw a moment ago for the purpose of preparing this sketch?---Yes.

40 If we could just go back, please, to the survey document. Do you see down the bottom in the middle of the page there's a date of survey?---Yes.

And it's dated 28 June, 2012.---Yes.

So does that assist you to recall that the sketch you prepared for Mr Dubois must have been prepared sometime after 28 June, 2012?---Most likely, yes.

But the first cash payment, which was after the Mount White civil works, one would assume was much earlier than that, given that those works were done in November and December 2011.---Yes.

Is it your recollection that the cash payment that you made was made relatively promptly after those works concluding?---Most likely.

Do you recall whether you made the payment after you'd received payment yourself from the RMS in respect of those works?---Most likely, yes.

10

So the evidence you gave earlier about being aware of Mr Dubois' address because of the sketch that you prepared for him doesn't appear to match with the date on this survey, does it?---That's right, yes.

So it must be the case that you had a more detailed conversation with Mr Dubois, in the first conversation where Mr Dubois asked for you to look after him, there must have been a more detailed discussion, mustn't there? ---I don't think so. I mean he may have just given me the address to go past his house, I'm not sure of the circumstances that I had his (not transcribable)

20

Well, is it your evidence that he asked you to look after him and he must have given you his address - - -?---Yes.

- - - but that the rest of it was just left for you to insinuate what precisely it was he was expecting you to do?---I, I understood that he, he, he was asking me for money.

And how did you understand that, what was it based on?---It would have been based on the conversation but I don't recall the exact conversation. It was a long time ago but I don't recall the exact conversation

30

I want to just take you now to the first job that you did for Mr Dubois. If we could go, please, to volume 9.1, page 49. You see that there's an email sent on 25 January, 2011?---Yes.

And it's to you, but also copied in to Ahmad, and that's Mr Wehbe, I take it?---Yes.

And it's attaching a request for quote for proposed design works at Kankool. ---Yes.

40

And do you recall doing that work in relation to Kankool?---Yes.

And then if we could go, please, to page 65 of the same volume. See that this is an email from you to Mr Dubois where you attach your fee submission.---Yes.

And then on page 67 - - -?---Yes.

- - - is your actual quote.---Yes.

And you see there it's in respect of drawing up plans.---Yes.

For a facility upgrade at Kankool.---Yes.

And you've quoted the amount of 26,000 excluding GST.---Yes.

10 And then if we go, please, to page 68. You see there in the middle of the page, there's an email on 1 February, 2011 from Mr Dubois to you, saying, "Ghazi, as discussed, please provide me with a review of the quote and possible breakdown so that I can proceed." And then you've responded with an email on the same day, saying, "Please find attached our revised fee proposal." And then if we go, please, to page 70. You see there's a revised quote where you've given a less expensive estimate now for \$21,200, excluding GST.---Yes.

20 So do you have a recollection in relation to this first job of Mr Dubois essentially haggling with you over the price?---I think so, yes.

And how did you determine the prices that you charged in respect of design drawings?---Based on what the deliverable was.

What the – sorry?---Based on the time and effort to produce, you know, the design package.

Oh, I see. So it was essentially based on your time?---That's right, mmm.

30 And what sort of profit margin did you ordinarily build into design works? ---We generally, I mean, we were generally informal in our, how we do things, but, like, maybe 30 per cent or so. But, like, it was generally just per job basis.

All right. But this was the first job that you'd done for Mr Dubois?---I believe so.

40 And I take it you would have been eager to cooperate in respect of reviewing the quote to see if it could be done more cheaply?---I, I don't recall.

Well, presumably you thought that there might be a good flow of work available from the RMS?---Yes.

All right. And so you then do these works, and you – at page 149 – send an invoice to Mr Dubois for the lower amount.---Yes.

And then it's correct, isn't it, that you were paid for that amount by the RMS?---Yes.

Now, the first three or four jobs that you did for the RMS were all design works.---I believe so.

But then if we come to the first Mount White job, this is where you start to do civil works.---Yes.

10 Now, just pausing there, do you have any recollection of Mr Dubois talking to you about the possibility of you moving from just doing design works for the RMS to doing actual civil works?---I don't, I don't recall exactly.

Well, do you recall whether submitting a quote for a contract in relation to civil works was something you did of your own initiative?---I don't understand the question.

Well, I'm trying to understand how it is that you've done a series of design jobs for the RMS.---Ah hmm.

20

And you're an engineer and Mr Wehbe's a building designer.---Yes.

And then when it comes to the first Mount White job, you put in a quote seeking to do work that involves quite extensive civil works.---Yes.

Now, was it your idea to do that or was there a discussion you had with Mr Dubois about that?---I, I believe that there was a design meeting onsite with Alex and maybe some of the guys from the depot, and they were keen to get it done. There was, you know, you know, and there may have been a suggestion. I don't know if I suggested, you know, if you want it quick, we can probably quote it. I just don't recall exactly.

30

Well, if we go back, please, to page 223 of the same volume. This is an email from you to Mr Dubois with a fee proposal. And then if we go to the next page, 1225, you see that it's a fee proposal in respect of some design drawings in relation to Mount White, with an entry lane widening design.---Yes.

And in relation to again an entry lane widening design for Kankool.---Yes.

40

And it's the case, isn't it, that you performed both of those design jobs?---Yes.

And so are you suggesting that having done the design work in relation to the entry lane widening at Mount White, there was a discussion onsite where it was suggested that you might in fact then put in a tender to do the actual civil works?---Yes.

And if we could go, please, to page 264, this is now an email on 10 November, 2011 – I'll just wait for it to come up on the screen. Sorry, volume 9.2, page 264, I'm sorry. You see this is an email from you to Mr Dubois, "Hello Alex, sorry for the late response, but if the job is still under tender, please find attached our fee proposal for the subject works."---Yes.

And then on the next page, please, you see there is your fee proposal, dated 10 November, 2011, in relation to the Mount White northbound HVCS entry lane widening.---Yes.

10

And do you see there that there's a lump sum tender price, and the price you've given is 144,000 plus GST?---Yes.

Now, did Mr Dubois give you any guidance about whether you should provide a lump sum price?---I don't believe there was discussions, I, I, I don't recall.

Was it your usual practice to provide a lump sum price for civil works?  
---For, I mean, for, for construction jobs it was generally a lump sum price.

20

Well, it's a contract of significant value, do you agree, \$144,000?---Yes.

And there's a series of different things listed under the scope of works.  
---Yes.

How was Mr Dubois, or for that matter anyone else at the RMS, going to be able to determine whether the amount you'd quoted was a reasonable amount, when there's just a lump sum rather than a line breakdown of the amount that related to each of those items listed under the scope of works?  
---(not transcribable) this is the, it was very common for a job like this to be getting quotes in lump sum, not a breakdown of each item, when it all relates to, you know, one, one that, you know, one, one project.

30

Did you have any discussion with Mr Dubois about the amount that you should quote for the job prior to putting in a formal quote?---I don't think so.

You don't have any recollection of Mr Dubois suggesting to you how much you should quote?---I don't think so, no.

40

Now, just remembering that this quote is on 10 November, 2011, and that it's a quote in respect of a tender, did you understand that there would be other contractors tendering to do the works?---I'm not sure.

You didn't know whether you were in competition with any other contractors to obtain this job?---No, I'm not sure.

Well, if we could go, please, to page 266, you see that this is a safe work method statement that's been prepared in respect of the Mount White Northbound HVCS road widening job?---Yes.

And do you see that it's dated the 10<sup>th</sup> of the 11<sup>th</sup>, 2011?---10/11, 2000 and – yep.

It's a little bit hard to see. Do you see it's on the top right-hand side?  
---Yeah, yes.

10

Now, this is a detailed document over three pages, setting out your safe work method statement, and it's bearing the same date as the date of the quote that you've submitted in order to be in the running to win the tender. Is there a reason why you would have prepared that statement on the same day that you prepared the quotation?---I don't, no, don't recall.

Well, it's highly unusual, isn't it, to prepare a document like that prior to finding out that you've actually been given the contract to do the work?  
---That could have been the supporting document. I'm not sure if it was asked for at the time to be submitted with the tender.

20

Was that your usual practice, to submit that sort of document along with a quotation?---I mean we had tendered for other jobs where they'd asked us for a whole series of documents in the process of submitting the tender.

And then if we go, please, to page 80 of the same volume. This is a site-specific safety management plan, policy and procedure manual prepared for the Mount White HVCS project.---Yes.

30 And it's a lengthy document, but if we could go, please, to page 81, you see at the top there that it notes that you have indeed been appointed hear contractor for the building works at Mount White, and then it says that you have appointed Mr Nabil Habbouche as project manager for the works.  
---Yes.

Now, do you recall appointing Mr Habbouche as project manager for the works?---Yes.

40 And were you aware at the time you did that, that Mr Habbouche was Mr Dubois' cousin?---At that point I would have been, yeah.

THE COMMISSIONER: How did it come about that Mr Habbouche was employed?---Nabil worked in Dubai most of the time and then he came back for a short period of time, and when he first came back he asked us if we had work for him and he worked with us on a certain, a few projects.

So was it Mr Dubois' proposal that they should be, or that he should be employed?---No. We, Nabil had worked with us on a few, on a few things

and, you know, it was never discussed with, had nothing to do with Alex at the time.

This particular employee was his brother. Is that right?---No, this one's his cousin.

I'm sorry, he's not related to Mr Dubois?---Nabil is, I think, Alex's cousin.

10 MS SPRUCE: So you say it was just a coincidence that Mr Dubois' cousin was appointed the project manager for this job?---Yes.

THE COMMISSIONER: Well, how did he come to be appointed?---When he came back from Dubai he worked with us.

Sorry, came back to what?---So he worked with us on a few projects, because it was around this time, two thousand and I think 11/12 maybe he came back and he, he did some work with us and then moved on.

20 What was the first job that he worked on for your company?---I think, I think he did some building inspections for us or consulting or something like that. I just don't recall exactly, but he did a few things with us for a short period of time and then he did his own thing after that.

MS SPRUCE: What were Mr Nabil Habbouche's qualifications?  
---Construction management I believe.

I beg your pardon?---I think construction management.

30 And it's the case, isn't it, that Mr Habbouche had a connection to you, to Mr Wehbe and to Mr Dubois, he was Mr Dubois' cousin, Mr Wehbe's cousin and your friend?---Yes.

And so do you recall who out of the three of you it was that determined that he should be appointed the project manager for this contract?---Oh, I don't recall, but I mean I would expect that we would have had a discussion, me and Nabil together.

40 And if we go back, please, to the quote at page 265, you see there in the scope that there's various works that are required to be done in respect of this contract.---Yes.

There's the widening of the exit lane, but also excavation works, asphaltting works, some marking of the new lane. Now, those weren't works that you were going to do yourself, were they?---No.

It was your intention to subcontract out all of those works?---To subcontract out where required, yeah. And - - -

Well, when you say “where required”, which were the works that you were going to do yourself and which were the ones that needed to be subcontracted out?---The bulk of this job was the roadworks, so it was going to be subcontracted out to a road contractor.

All right. When you say the bulk of the job was the roadworks, what do you say was left over other than the roadworks?---There was relocating the light poles, which was a major task, involved cranes and a level 2 electrical contractor. There was the preparation. We need traffic control.

10

Well, just - -?---And, and then the landscape, I suppose, restoration.

Well, with the electrical works, that was going to be subcontracted out, wasn't it?---Yes.

And then with the landscaping, was that going to be subcontracted out?---I think landscaping we may have got some labourers to do it.

20 If I can take you, please, to volume 9.2, page 269. This is a quote from Ozpave to GEC on 18 November, 2011.---Yes.

Now, was Ozpave a subcontractor that you'd used previously?---I, I believe so. I may have used them in the past.

Did you have any discussion with Mr Dubois about who you should use to subcontract the works at Mount White?---I don't, I don't think so. I don't recall but I don't think so.

30 All right. And you see there that the price that's been quoted for asphaltting works was \$61,575?---Yes.

And you see if, in the description of the works that the quote relates to, you agree, don't you, that that's the bulk of the roadworks?---The major item was the roadworks.

And the major item, as you describe it, is what's being quoted for here by Ozpave, correct?---Yes.

40 And then if we could go, please, to page 285. This is an email from Ozpave to you, suggesting that they've reviewed their price and will send over a new price, which is \$50,600 plus GST.---Yes.

So in effect Ozpave's now coming back to you with a cheaper quote.---Yes.

So do you recall having a discussion with Ozpave where you tried to get them down on price?---I may have asked them, “Is that your best price?” (not transcribable)

And just remembering that your quote for the RTA in respect of these works is \$144,000.---Yes.

And so the reason that you're trying to get Ozpave to reduce their quote is so that there's more profit to you, correct?---Yes mostly.

And so Ozpave then completes the works.---Their portion of the works, yes

10 Their portion of the works. But you've agreed with me that their portion of the works was the majority of the works.---Oh, I mean, you can't say majority but it was a big portion of it.

Well, the major portion of the works was the roadworks, wasn't it?  
---Roadworks, yeah, but the electrical was, I recall cost me, I don't have the exact figures 'cause it was a long time ago, but the electrical, to get a level 2 contractor with a crane to remove power poles would be – light poles, sorry – it's an expensive task. The traffic control is also an expensive task. That adds up to the cost. And we had to arrange all that. It was agreed with, I recall, agreed with Ozpave where they're going to come in and out and not  
20 be mucked around with the job and we had to prepare it all, 'cause they were tight on time. So the, the, I mean, the other two items are also expensive items to do.

Well, was the traffic control something that you subcontracted out?---I don't recall how we did it, but I think we may have done it internally.

Well, the traffic control wouldn't have been a major cost, would it?---I mean, that's costly task. I mean, I don't have the exact costs, but it's not  
30 cheap to get traffic control organised.

Well, looking at the \$144,000 figure that you quoted to the RMS and were ultimately paid, to the best of your recollection, how much of that do you say, what proportion was profit to you, after paying for the various subcontractors?---I mean, I can't get an exact figure, but I'm, I assume this job cost us over a, just over 100,000.

40 So you say that the roadworks, which were performed by Ozpave, which were at around 50,000, accounted for 50 per cent of the job, and then there was another 50 per cent of the job which was performed by other subcontractors, is that correct?---Yeah - - -

MR ROBERTSON: I object. I think my friend needs to be a little bit more precise with these questions. I think she means percentage of the cost, as distinct from the work, but there may be different answers depending on whether she's focused on cost as distinct from, for example, number of hours or physical aspects of the works and along those lines.

THE COMMISSIONER: All right. Yes, Ms Spruce.

MS SPRUCE: Mr Sangari, what I'm trying to understand is, if around \$50,000 was paid to Ozpave, is it your evidence that approximately another \$50,000 was paid out to other subcontractors?---I believe in total the job cost – that's right, it, between Ozpave and the others, the job would have cost just over 100,000.

And that there was then around \$40,000 profit that came to you.---Yes.

10 And you maintain, do you, that Mr Dubois didn't have any say about how much you should charge for that job?---I believe so. I don't recall a discussion like that.

You don't recall Mr Dubois suggesting to you that you should inflate the amount that you might otherwise charge for that job?---I don't recall that.

And to the best of your recollection, Mr Dubois didn't ask for a cut of the job until after it was finished, is that correct?---I, I think so.

20 And if we go, please, to volume 9.3, page 15 – just before we go to this document, Mr Sangari, do you recall there being any reason why traffic control in respect of the previous job wasn't organised and paid for by the RMS?---I don't recall the circumstance.

Now looking at the document on the screen, you see that this is a quote that you've provided to the RMS on 5 December, 2011 in respect of Mount White northbound HVCS contra-flow lane?---Yes.

30 So this is a second contract in relation to civil works at Mount White.---Yes.

And this is now – I withdraw that. You've quoted \$65,520, and it's possible, although I understand you can't recall, that by this time, Mr Dubois might have already asked you to take care of him?---I, I, yeah, could be the case, but I don't recall exactly.

Well do you recall whether Mr Dubois had any input into the amount that you should quote for this work?---I, I don't recall, I don't think so.

40 If we can go then, please, to page 16, this is now dated 12 December, 2011, and it's again a quote from you in respect of the contra-flow lane works at Mount White. And do you see that this time the quote is for 43,420 plus GST?---Yes.

So do you have a recollection again about Mr Dubois sort of haggling with you about price and trying to bring down your price?---That would have been the case, but I mean, I don't remember the circumstance.

But do you say that even though those negotiations about price may have taken place, you don't have any recollection of Mr Dubois ultimately telling you how much you should charge for the job?---No, no, I, I don't.

And it's the case, isn't it, that again, this job was largely subcontracted out?  
---Yes.

And if we go, please, to volume 9.3, page 32. It was again subcontracted out to Ozpave, is that correct?---Yes.

10

And so you accept, don't you, that Ozpave again was doing the bulk of the job, the bulk of the roadworks.---Yes.

And was there anything that you were doing in addition to what Ozpave was doing or was the whole of the job subcontracted out?---Again there was landscaping and I thought there was dirt removal we had to do at some point, but I just don't recall the exact circumstance.

20

So you believe that you did the landscaping yourself?---I mean, there was landscape, yes, I mean, landscaping we would have done and I think there was some preparation work we may – I just can't remember that long ago exactly, but I recall them doing some work in addition to what they had to do. Again, this one I think was about - - -

30

THE COMMISSIONER: So just that I understand, this is the Mount White job. Ozpave, 8,500. And you think landscaping, what was the landscaping? How much was it?---I mean, this quote was for 18,500. Again, I believe on all their quotes we ended up paying more than their quotes, so that's not the amount that we paid them. I believe we paid them more. And I think for this portion of the job there would have been about \$10,000 in additional costs as well.

MS SPRUCE: So you say, do you, that you ended up paying Ozpave more, around \$10,000 more than the quoted amount?---No, no, so Ozpave was paid more than this, and a previous job as well, I believe, they were paid more than that quote. And there was additional works for this one as well that we did that cost us money.

40

Well, if we go to volume 9.3, page 1. This is the invoice from Ozpave to you in respect of the first Mount White civil works.---Yes.

And you see it's for the amount of \$50,600, and then the variation claimed is \$841.---Yes.

So whilst there was a variation claimed, it's a very small amount, isn't it?  
---Yeah. I thought, I thought it was more than that but that's what that one says.

And so is it your evidence that in respect of the second Mount White civil works you think that Ozpave increased their costs - - -?---Yes.

- - - from the quoted amount to the invoiced amount by about \$10,000?  
---No, not \$10,000, but they increased the amount.

Increased the amount?---Yes.

10 But you don't recall by how much?---I don't remember, no.

And you were ultimately paid – if we go to page 46, volume 9.3 – you were ultimately paid 47,762, including GST, by the RMS, is that correct?---Yes.

And so it's the case, isn't it, that these civil works, where you were subcontracting out the majority of the work, were very profitable for GEC?  
---They were profitable. Like I said, I believe that we paid more than just Ozpave by a fair bit. But also – they were profitable, yes.

20 And is that the reason why, when Mr Dubois asked you to look after him, that you were prepared to pay him \$5,000 because it was profitable work you were getting from the RMS?---I think, I think we, I think I paid him just to get the pressure off. I didn't, I didn't really think it through.

Well, what was the pressure he was applying to you?---To look after him.

30 But the evidence you've given so far is that that was one conversation where he made an obscure comment about looking after him. Can you describe more about where it was that you felt a sense of pressure?---I think the, I mean, the way he approached us, he was generally pretty, pretty in-your-face to get the jobs done. Like, he was always pushing.

THE COMMISSIONER: Sorry, you're fading out again.---He was pretty pushy, like, to get the jobs done. Like, he was, he was a pushy character, so I felt some, some pressure there.

40 MS SPRUCE: What were you concerned might happen if you didn't do something to take up his suggestion that you look after him?---I wasn't, I wouldn't say I was concerned, but it was, I just didn't want the added pressure. I had a lot of pressure in my life at that time.

Well, were you concerned that Mr Dubois was going to make a habit of asking you to look after him after each job that you did?---That would have crossed my mind.

Did you consider that the \$5,000 that you paid him was effectively the price of doing business with Mr Dubois?---I mean, I don't recall what was in my mind back then.

THE COMMISSIONER: Well, was that the reality? You knew, in effect, you had to pay – pay him, that is – in order to secure RMS contracts?---It could have been the case.

Well, was that – no, I'm just asking you. Was that the reality that you were facing as you saw it?---It's, it's very hard to comment, sir. I just don't remember that far back exactly what was in my mind. But it could be, it could have been the case. I mean, with those assumptions.

10 Yes.

MS SPRUCE: Mr Sangari, I want to try and see if you can recall when it was that you might have made the second payment to Mr Dubois. If we could just go back, please, to volume 9.1, page 14. Looking again at the list of jobs that you did, when you gave him the \$5,000 after Mount White, were you hoping that that was something that would be a one-off and wouldn't happen again?---I mean, I don't recall.

20 Well, do you recall doing a subsequent job after Mount White where Mr Dubois didn't make any request to you for some sort of favour?---I mean, there was, there was two occasions but I just don't recall the second one, when it was.

Well, if you have a look at the next three jobs that you did, there's point-to-point at Bulli, point-to-point at Urunga and Mount Ousley, and point-to-point Mount Ousley site survey design and safety assessment.---Yes.

30 Do you recall that those jobs were all in fact jobs in relation to point-to-point cameras at Mount Ousley?---What do you mean by that, sorry?

Well, all of those jobs were in respect of works at Mount Ousley. They were all geographically located at Mount Ousley.---You mean the, so Bulli, sorry, did you say Bulli is the first one?

Yes, I did.---So Bulli, yeah, it's the top of Bulli.

40 Yes.---Mount Ousley is not sign design was the bottom of the freeway to the left, and there was a third one just after that to the, to the left. There were three separate locations.

Yes.---And Urunga was far away, I believe.

Up the Mid North Coast?---Yeah, north.

Now, did Mr Dubois ever suggest to you that you should invoice the RMS in circumstances where you hadn't done any work at all?---No.

That never happened?---No.

All right, well, I want to take you to some documents in respect of those jobs that you did at the three Mount Ousley locations that you've mentioned, because there are some irregularities in the documents and I want to see if you can assist us to understand how those jobs worked. So if we could go, please, to volume 9.3, page 51. You see down the bottom of the page there's an email from you to Mr Dubois on 14 May, 2012 in respect of the Bulli point-to-point civil design.---Ah hmm.

10 And Mr Dubois says, "Please find attached the professional services contract for the works discussed onsite early this morning," and it's relating to designing some civil works and installing P2P cabinets. Now, do you recall having a meeting onsite with Mr Dubois in relation to the works at Bulli?---I mean, I could have, but I don't recall the, the meeting.

And then you see the next email up, the next day, Mr Dubois sends you an amended contract scope, and adds some additional factors that he wants you to take into account when you provide a quotation. And then at the top, on 17 May, you send him your fee proposal, which is attached. And then if we  
20 go to page 53, please, you see there's your fee proposal in respect of the Bulli works, and if you just want to take a moment to read to yourself the scope of works that this quote is in relation to.---Yes.

And do you see that you've quoted \$29,500?---Yes.

Now, it's the case, isn't it, that you were awarded the contract in respect of those works?---Yes.

And then if we go, please, to page 116, there's a survey that was carried out  
30 in respect of Mount Ousley.---Yes.

And that's a survey that you've engaged Precise Surveying Pty Ltd to prepare.---Yes.

And then if we go, please, to page 122, you see that this is an invoice from Hemanote Consultants to GEC.---Yes.

And it appears that you've subcontracted Hemanote Consultants to prepare some diagrams and a traffic safety statement in relation to the works at  
40 Mount Ousley Road, Bulli.---Yes.

Do you recall doing that?---Yes.

Now, was there a reason why those works were subcontracted out to Hemanote Consultants?---Yes.

And what was that?---They, they, I, I needed the – they have the software to do the, the swept paths for vehicle entry exits and, and I engaged them to do that for me. And they're - - -

So you specifically – they had a specific expertise, did they, in - - -?  
---Traffic.

10 In traffic turning paths. And so you pay them \$900 to do that work. And then at page 124, Mr Wehbe sends an email to Mr Dubois but copied to you, and indeed the body of the email is signed off by you, under your name rather, attaching the traffic assessment that's been prepared by Hemanote Consultants.---Yes.

And on the next page, you'll see that there's the traffic assessment that you send.---Ah hmm.

20 And then on page 135, there's an email again, it's sent from Mr Wehbe's address, but it's to Mr Dubois, copied to you, and it's attaching preliminary drawings for comment.---Yes.

And then over the page, you'll see that there's the first page of the drawings that you've prepared.---Yep.

And there's several pages of drawings. Now, when you refer to them in the email as preliminary drawings, is it the case that the drawings are completed subject to there being any requests for changes by Mr Dubois?---It could be, yeah, if it's sent for comments from Dubois and others in the department (not transcribable)

30 But is it the case that if Mr Dubois came back and said, "I don't have any comments, that looks fine," that the drawings would then be complete?  
---Yes.

They're not in draft form.---Yes.

But you're offering them for comment in case there's anything that needs to be changed.---Yes.

40 And then on page 225, please, you see that you send Mr Dubois an invoice for the Bulli point-to-point works, on 25 July, 2012.---Yes.

And the invoice is over the page. And so it's the case that you've obviously subcontracted out the survey and the turning path work, and then you've completed some drawings yourself and then you've invoiced the RMS to the amount you see there under balance due.---Yes.

And you were paid that amount. Correct?---Yes.

Now, if we go, please, to page 224. This is a reference to a meeting at the GEC office on Thursday, July 19, in relation to Bulli point-to-point and Urunga. Do you recall Mr Dubois coming to your office to have a meeting about those two sites?---I don't recall that meeting.

Do you recall doing works at Urunga?---Yes.

So if we go, please, to volume 9.3, page 256. This is a professional services contract for point-to-point site design at Urunga.---Yes.

10

And if we go to page 258, you'll see that it sets out an agreement dated on 24/7/2012 between GEC and the RMS, but you see this is unsigned. Do you have any recollection of ever receiving this contract in relation to Urunga design works?---I'm not sure, but could have been the case.

20

Well, in fairness to you, the document that we're looking at was found on a hard drive at Mr Dubois' residence when a search warrant was executed on that residence and there's no evidence of this being emailed to GEC, so what I'm curious about is whether you think you've ever seen this document or a similar contract before.---I'm, I'm not sure, to be honest.

And if we could just go, please, to page 314. So this is a schedule appearing at the back of the unsigned contract that I showed you, and it's describing the works that the contract purports to relate to in respect of Urunga. So if you just read that to yourself for a moment.---Yes.

So do you have a recollection of preparing a detailed civil road design in relation to Urunga?---With, with this job, it was one of the problem jobs.

30

This was one of the problem jobs?---Yes. There were several jobs that weren't approved by RMS for different reasons.

I'm sorry, you say there were several jobs that weren't approved by the RMS?---That's right, yeah.

Is this job the first job that you recall being a problem job?---I don't recall which was the first, but I recall it was one of them.

40

And when you say that it wasn't approved by the RMS, what's your recollection?---For this particular job I recall there were environmental issues.

Is it your recollection that you submitted a quote in relation to this job? ---It would have been the case, I can't remember.

Sorry?---It would have been the case, I can't remember.

Well, if we go - - -?---For design, for design you mean or - - -

Sorry, for the design, for the works that are set out there described.---It, it would have been the case. I'm not sure.

Well, you say would have been the case, but I take it you don't have any recollection of doing that.---I don't remember, don't remember.

10 And if you had submitted a quote there would be a record of it held by GEC and the RMS.---It should be there.

MR ROBERTSON: The witness can't answer about the RMS, obviously he can answer for GEC.

MS SPRUCE: I withdraw that. If there was a quote there would be a record of it held by GEC?---I mean not necessarily because it's so long ago, a lot of this, I mean we, I haven't, I left GEC 2016 and a lot of the records when we relocated office, we trashed them.

20 If we go, please, to page 315, this is an internal RMS document which is a tender summary in relation to point-to-point at Urunga and Mount Ousley. So those two sites appear to be being dealt with together.---Yes.

And do you see that it suggests that the tender closed on 27 July, 2012?  
---Yes.

30 And that's three days after the date of the draft contract that I took you to a moment ago that was found on Mr Dubois' hard drive. And then you see that the estimated value is listed as \$30,000.---Yes.

And then if we go, please, to volume 9.4, page 1, this is an email on 1 August from you to Mr Dubois saying, "Can you guys review the attached sketch and let me know if it's okay to proceed or changes required."---Yes.

And then if we go to the next page, please, you'll see there's a sketch. Now, are you able to assist us with what that sketch is in relation to?---Off, off memory it was a, I think it was a, it was a deceleration bay or a inspection bay, one of the two.

40 Well, do you recall whether this sketch relates to Urunga?---That's, yeah, Urunga.

That's a sketch in relation to Urunga.---I think so, yeah.

But am I correct in thinking that that's a preliminary sketch?---Yes.

It's not the final detailed drawings.---Yes.

And so you send that preliminary sketch on 1 August.---Yes.

And then on 3 August, if we go, please, to page 3, there's an email from you to Mr Dubois attaching an invoice and the attachment is called Invoice Urunga, but then in the body of the email you've said, "Please find invoice for your action for both P2P sites."---Yes.

10 Do you see that? And then over the page you see in the invoice you've charged \$18,000 for design drawings and documentation at Urunga.---Yes.

And you've also charged \$18,000 for design drawings and documentation at Mount Ousley point-to-point new site.---Yes.

Now, just starting with the Urunga works, do you say that you ever did any work, other than that preliminary sketch that we looked at a moment ago? ---I believe I did preliminary designs for this one.

20 You believe you did only preliminary designs?---Preliminary designs, waiting for approval to – that's the bulk of the job.

Well, the job which we saw described required detailed civil drawings. Correct?---Yeah.

And you've provided a preliminary sketch on 1 August.---Ah hmm.

And then on 3 August you've sent an invoice, and you've been paid, I take it you agree, in respect of the Urunga part of this invoice, \$18,000 plus GST by the RMS?---Yes.

30 But you agree with me that you didn't ever go on to provide the final detailed plans.---Because we didn't get the approval to finalise it.

Well, didn't get the approval from whom?---From, well, ultimately through Alex because it was his, his position to chase it, but I recall, 'cause we went there for a couple of meetings and it was Aboriginal – so that one was environmental issues and the location didn't get approved so we couldn't finalise our drawings and details.

40 Well, why did you invoice the RMS for the full amount of the Urunga works two days after you'd sent a preliminary sketch?---I don't recall the circumstance of dates or why we did that but, you know, it was never the case that we're not going to finish the job. It was always the case that we were waiting for them to, to get back to us.

Well, coming to the second part of the invoice, which is Mount Ousley point-to-point new site, there's no record of anything ever being provided to the RMS in relation to that part of the invoice.---I believe that job was done. I think it was even built.

THE COMMISSIONER: Sorry, please speak up. Move closer to the microphone.---Yeah, I, I believe that job was done and I think it was even built.

You didn't do it. You're talking about Mount Ousley?---Mount Ousley design.

Did you do any work on that?---Design work.

10

We're talking about the invoice of 3 August, which dealt with the Urunga site and also Mount Ousley.---Mmm.

What work did you do in respect of Mount Ousley?---I mean, depending on which one Mount Ousley it was, but that one I would assume is the middle, like, it's located in, at the bottom of the Bulli - - -

I think the point is being put there seems to be no data showing that you did any work on - - -?---I'm not sure if there was data but there was - - -

20

No, no, just a step at a time. It's being put to you that there's probably no data to show that that work was actually done, though it was charged for – that is Mount Ousley – and now are you able to assist on whether there is any or was any documentation about it relating to the work you performed? ---There should, there should have been design - - -

Yes or no. Do you know?---Yes, sir, there should have been.

30

You do. What documentation existed?---There should have been design for that one, sir, because I actually drive past that every now and then, and the site is built. I recall the design.

You say there should have been a - - -?---There should have been a full set of drawings done.

Should have been a what?---A full set of drawings.

40

But the problem is there isn't any. So I'm told. So the explanation is whether or not this is an incidence of RMS being billed for something for which on work was done. Now, whether that was a deception being practised by someone other than yourself or whether somehow it concerns you may be the relevant questions. So can you throw any light on this? ---That wasn't the case, sir. I, I believe we, we did the Mount Ousley job.

You do.---And the one in Urunga, I, I, I believe that there was a problem with getting the design approved.

Well, precisely what work did you do on the Mount Ousley aspect?---The civil drawing - - -

Civil drawings? What's that mean? Drawings about what?---Sorry, what I mean, at that site, I mean, I don't recall the exact site now but it would have been a civil drawing, set of drawings.

10 Well, it's not a question "would have", it's a question of whether you recollect there was work done. But you say you have no recollection, is that right?---I'm, I'm, I'm, no, sir, I'm confident work was done because I recall the site and I drove past it every now and then.

MS SPRUCE: Well, Mr Sangari, when you say you're confident the work was done, I just want to be clear. You've said correctly that there were three Mount Ousley sites.---Yes.

So there was Bulli.---The Bulli top.

20 And that was the first job, and I've taken you to that, where you did in fact produce drawings.---Yes.

And then there's the second job that we're talking about now, which I understand is at the bottom of Mount Ousley Road. Is that your understanding?---The bottom of the freeway, I believe.

And then there was the third job, which was southern part of the freeway near Wollongong TAFE. Do you recall that?---Yes.

30 And is it your evidence that you did work in respect of all three of those locations?---Yes.

Now, if we could go, please, to page 6 of volume 9.4. Mr Sangari, this is a purchase order request that's been filled out in this case by Mr Steyn in respect of the invoice of yours that we saw a moment ago where you charged 18,000 for Urunga and 18,000 for Mount Ousley. And do you see that at the top it says the vendor name is GEC Consulting, but then the vendor contact name has been written in as Chahid Chahine, with cbfprojects@[REDACTED] as the contact email address?---Yes.

40 Do you have anything you can offer to explain why it is that Mr Chahine's name appears there?---No.

Mr Chahine didn't have anything to do with the work that you say you did at Mount Ousley?---No, I - - -

In either of the three Mount Ousley jobs?---I've never discussed RMS work with Chahine.

And can you just have a look at the vendor phone number and fax number, underneath where Chahid Chahine and cbfprojects@[REDACTED] is listed? ---Yes.

Do you recognise the vendor phone number?---That was our office number.

So that's your office number?---Yes.

And do you recognise the fax number?---Yes.

10

That's your fax number?---Yes.

And then if we go, please, to page 8, you see that this is a copy of your invoice, which is attached to the purchase order request, and it's the invoice we saw a moment ago, where you've charged \$18,000 in respect of Urunga and Mount Ousley.---Yes.

20

And then if we go over to the page, please, you see that it's accompanied by a stamp where Mr Dubois has certified that the goods and services have been received and performed satisfactorily as provided in the contract or arrangement?---Yes.

Now, that certification is dated 6 August, 2012, and you sent the preliminary sketch in respect of Urunga on 1 August, 2012, and your invoice on 3 August, 2012. Now, it's not the case, is it, that you'd provided any final drawings in respect of Urunga by 6 August, 2012?---I, I don't recall, but - -

30

Well, I thought your evidence was that they didn't end up getting provided at all, because there was an environmental problem.---The final, final drawings, no.

And you say, do you, that at the time you sent the invoice in respect of the Mount Ousley point-to-point, what's described in your invoice as "new site", that you'd provided detailed drawings in relation to that site?---If, my assumption is it's, it's, this is the bottom site that we're talking about, and I would have provided drawings for that one.

40

But looking at the certification by Mr Dubois, it's the case, isn't it, that at least in respect of Urunga that the certification is untrue, because the final drawings have never been provided?---The final, final drawings for construction weren't, weren't done, but it was a work in progress, I believe. I think, I think we were waiting on approval.

Well, did Mr Dubois suggest to you that you should put in an invoice for the full amount, even though the works in respect of Urunga hadn't been completed?---That could have been the case.

That could have been the case.---Mmm. But also, so that's not uncommon. We, we've done work for a different department where, because of financial years or, or budgets or I don't know how they work it out, that you put in the invoice and the work could get done after that.

Well, Mr Sangari, what I want you to turn your mind to is this – you've told us that there was a second occasion where Mr Dubois asked you for a payment.---Yes.

10 And there was a second occasion where indeed you paid him another \$5,000 in cash.---Yes.

And here we have a job that on its face appears to have a number of irregularities. First of all, you've provided a preliminary sketch in respect of Urunga, but no final sketch is ever provided. And notwithstanding that, you've sent in and received a payment for the full amount of the Urunga contract. Second of all, you've submitted an invoice and received payment in respect of detailed drawings at the second Mount Ousley site in circumstances where oddly enough there's just no record at all of those  
20 drawings.---Yeah, but I, I disagree with that. I believe there should be drawings.

THE COMMISSIONER: Sorry, you disagree with it, are you saying there were, there are drawings?---I, I, there should be, there should have been drawings.

There should have been, yes, I know we should have been, but were there?  
---I mean, there should - - -

30 You don't know.---Oh, well, we, we did – I, I recall we did drawings for that location.

All right.

MS SPRUCE: And then, Mr Sangari, the third irregularity is that Mr Dubois has then certified that all of the goods and services described in your invoice have been performed in circumstances where, at the very least in respect of Urunga, we know that that's not true.---Yes.

40 So reflecting on those matters, do you think it could be the case that after this job Mr Dubois asked you to, in effect, give him a cut?---I don't, I don't recall exactly. I can't say yes a hundred per cent.

And, well, is it possible that Mr Dubois has told you to charge the RMS two lots of \$18,000 in circumstances where very little, if any, work was actually performed.---No.

THE COMMISSIONER: You're saying it's not possible?---I, I disagree that, that we invoiced without doing work. I recall we did work for Mount Ousley and I recall Urunga was a problem that we needed approval for.

MS SPRUCE: If we could go, please, to page 227 of volume 9.3. You see that in the centre email Mr Dubois, on 8 August, so that is after you've submitted an invoice for payment in respect of the second Mount Ousley site, he's attached a minor survey and utility for the proposed point-to-point site at the bottom of Mount Ousley Road, and asked you whether you can indicate if a more comprehensive survey is required for the completion of the site design. Do you see that?---Mmm.

Now, is that Mount Ousley F6 off-road gantry, is that, to the best of your understanding, the Mount Ousley site that is being referred to in the invoice we've just been looking at, in respect of which you charged \$18,000?---I, I can't recall because there was three Mount Ousleys, I recall. I'm not sure which one this one refers to.

And then you respond, "Hello, Alex. We would need a site survey. We can do it. Let me know when you're available to review the requirements, and I can finalise." And then if we go, please, to page 23. Volume 9.4, page 23. This is on 19 August, 2003, again in respect of Mount Ousley, an email from Mr Dubois to you. And it says, "Following up from our recent visit to Mount Ousley Road F6, please find attached contract and proposal for the design and documentation of the site civil rectification and enhancement works. Also attached are site survey details, gantry and footing designs. Can you please submit a fee proposal for review by the end of this week." So does that prompt you to recall that this is the third Mount Ousley location?---That's the third one.

This is the third location. And so it looks, doesn't it, as though the email that I took you to a moment ago, which referred to the Mount Ousley F6 off-ramp gantry, is in respect of the third Mount Ousley job.---I believe so.

All right. And then at page 112, there's an email from you to Mr Dubois where you attach a fee proposal for four sites. And then relevantly at page 114 is the fee proposal in respect of Mount Ousley. And do you see there in the first line of the scope that this is for the Mount Ousley site located at Mount Ousley Road adjacent to Wollongong TAFE?---Yes.

So this is the third Mount Ousley job.---Yes.

And you see again that what you're quoting to deliver are detailed design drawings.---Yes.

And then at page 119 you see that your quote was dated 27 August, 2013, and this is now an email on 10 October, 2013 from Mr Dubois to you saying, "Quick reminder for the design at Mount Ousley Road."---Yes.

Now, do you have any recollection of why it was that there was a significant delay between quoting to do the work in August 2013 and then it appears that nothing's been done by October 2013?---I don't recall exactly.

And then on the next page, 120, you'll see that on 23 October you send Alex a draft plan.---Yes.

10 And then at the next page and following there's detailed drawings that you've done in respect of Mount Ousley.---Yes.

So just pausing there, when you gave evidence a moment ago in respect of the second Mount Ousley job and you appeared to be quite certain that you had done detailed drawings in respect of Mount Ousley, could it be the case that in fact you were thinking of the drawings that you did for the first Mount Ousley location and the third Mount Ousley location?---No.

20 And you can't think of any explanation why it is that there's no record at all of any drawings in respect of the second Mount Ousley location?---No.

If we could go then, please, to page 137. You'll see that this is an invoice that you've sent Mr Dubois in respect of the third Mount Ousley design job on 5 March, 2014. So just pausing there, do you recall that you sent Mr Dubois the drawings after he chased you up on 23 October, 2013, and now on 5 March, 2014, you're sending an invoice?---I don't recall it but just going off this.

30 You don't recall there being any delay in respect of that third Mount Ousley job, any reasons for delay?---I don't recall. That one could have been safety, waiting for the safety checks from RMS, but I just don't recall because that's a busy section and I remember it may have needed approval from their safety department.

And then on the next page, please, is your invoice.---Yes.

And you accept that you were paid that amount, \$21,450 by the RMS? ---Yes.

40 Now, having been through those documents in respect of Mount Ousley, has that assisted you at all to recall whether it was after the three Mount Ousley jobs that Mr Dubois asked you to again "look after" him or words to that effect?---With, with that second time I have tried to remember when, I just can't exactly pinpoint when, or, or, or the event.

In respect of the second time you said that this was one of the problem jobs. Do your recall giving that evidence?---Yes.

So were there other jobs that you regarded as being a problem that you did for Mr Dubois?---Yes.

If we could just go back, please, to volume 9.1, page 14. So after the three Mount Ousley jobs, you do HVIS for Picton Road north and south, HVIS Bathurst, and then the additional works at Picton Road and Eastern Creek. Do you recall any of those jobs as being problematic ones?---I, I remember Picton Road a problem and Bathurst a problem.

10 And do you recall what the problem was in relation to Bathurst?---Bathurst, I recall surveying two locations, and there was Aboriginal heritage issues, I recall. I recall going there a few times as well, with preliminary designs and different designs, investigating a different location. And I recall on a, on a third, third occasion sending one of the employees overnight to stay there investigating different locations.

And having regard to those problems, is it your recollection that the works in respect of the Bathurst design were ever completed?---Oh, we, we did different designs, and different surveys and, and they were never approved.

20

When you say you did different designs and different surveys - - -?---So we, we, we surveyed two locations in Bathurst, I recall, and did preliminary designs, and they were never approved to be finalised.

So it's the case, is it, that in respect of Bathurst, you did preliminary designs and they weren't approved, and so you never provided final designs?

---Never provided final because they were, the, the locations were never approved because of different, because – I recall that one had Aboriginal issues and we went there, I recall we went to this site maybe four or five times for different meetings. There would have been ecologist meeting, there would have been Aboriginal heritage meeting, I recall.

30

But Mr Sangari, just so I can understand, you see – and we'll come to the detail, but you see that you were paid \$43,450 in respect of the Picton Road and the HVIS Bathurst design. Now, in circumstances where you say there were problems with Bathurst, and you never got past the point of preliminary drawings - - -?---But with, with, with this, so, when there's problem jobs in design, like we've put a lot of hours and effort in going there several times, they actually work out to be more time consuming than actually doing the job. So it's not a case we didn't want to do the job or we, you know, just, you know, did a dummy job. It's a case that it was a, actually a hassle for us and, and we just never got the approval to finalise it.

40

So you say that notwithstanding that the job never got to completion that you'd done sufficient work in terms of hours spent - - -?---We, we actually, oh, the, the – I, I recall Bathurst took more time than actually if we actually did the job once.

THE COMMISSIONER: Ms Spruce, how much longer will you be? I've only got - - -

MS SPRUCE: I won't finish him in 10 minutes.

THE COMMISSIONER: Pardon?

MS SPRUCE: I won't finish in the next 10 minutes, Commissioner.

10 THE COMMISSIONER: You will not.

MS SPRUCE: No.

THE COMMISSIONER: Well, how much longer do you estimate? I mean, you've got - - -

MS SPRUCE: There's just works in respect of Mr Steyn at [REDACTED] which we haven't yet got to.

20 THE COMMISSIONER: So give me an estimate.

MS SPRUCE: I'd say an hour, if that.

THE COMMISSIONER: Sorry?

MS SPRUCE: Half an hour to an hour.

30 THE COMMISSIONER: I see. Mr Robertson, how are you placed next week? I won't be sitting on Monday next week, I should add, but - - -

MR ROBERTSON: I think it's been indicated to us that Tuesday was the continuation of this examination should it not finish today, so Tuesday I'm able to be here. If it's only half an hour – I note the time – certainly for my part I'd be happy to sit on. But I appreciate there's many people in the room and I'm simply one, and I also appreciate it's a Friday afternoon. So if it can't be finished today, Tuesday is of no difficulty to me.

THE COMMISSIONER: You are not available Tuesday afternoon?

40 MR ROBERTSON: I am available on Tuesday.

THE COMMISSIONER: I don't think we'll rush it through this afternoon, Mr Robertson.

MR ROBERTSON: May it please the Commission.

THE COMMISSIONER: But I should add that I'll be sitting in another matter on Tuesday morning. We have a part-heard witness, another part-

heard witness, but it'd be a question of recalling your client I think on Tuesday, and we'll have to finish him off before we go back to the other part-heard witness. Ms Spruce, is there any difficulties you envisage?

MS SPRUCE: No, Commissioner.

THE COMMISSIONER: Very well. We'll follow that course. Mr Sangari, you'll need to come back on Tuesday for a 2 o'clock start.---Yes, sir. Yes.

10 Do you understand?---Yes, sir.

Okay. Are there any other matters to be raised? Mr Downing, have you got any?

MR DOWNING: Not for my part, Commissioner.

THE COMMISSIONER: All right. Very well. We'll adjourn this matter until Tuesday at 2.00pm. I'll adjourn.

20

**THE WITNESS STOOD DOWN [3.54pm]**

**AT 3.54PM THE MATTER WAS ADJOURNED ACCORDINGLY [3.54pm]**