

OPUS 2

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Grenfell Tower Inquiry

Day 54

October 15, 2020

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Thursday, 15 October 2020

(10.00 am)

SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to today's hearing. We're going to begin by hearing further evidence from Mr David Gibson.

So would you ask Mr Gibson to come in, please.

MR DAVID GIBSON (continued)

SIR MARTIN MOORE-BICK: Good morning, Mr Gibson.

THE WITNESS: Good morning.

SIR MARTIN MOORE-BICK: All ready to carry on?

THE WITNESS: I think so.

SIR MARTIN MOORE-BICK: Right, thank you very much.

Yes, Mr Millett.

Questions from COUNSEL TO THE INQUIRY (continued)

MR MILLETT: Thank you, Mr Chairman. Good morning, Mr Chairman.

Good morning, Mr Gibson.

A. Good morning.

Q. I have a couple of follow-up questions from yesterday's evidence, if I can start with those, please.

The first relates to the discussion we were having yesterday about the minutes of the meeting at which you told us that Simon Lawrence had given you an assurance that the cladding was inert.

A. Yes.

1

Q. Do you remember the evidence that you gave about that?

A. Yes.

Q. You told us about the minutes that you say you were handed at the meeting in hard copy form.

A. Yes.

Q. My first question is this: was the normal course of events during the refurbishment that Artelia would issue minutes to TMO electronically via email in advance of the subsequent meeting?

A. That's correct.

Q. So would it follow that there would be an email from Artelia to the TMO enclosing or attaching those minutes for you to look at?

A. That's correct.

Q. I see.

That being so, when you were given minutes in hard copy during the subsequent meeting, was that unusual?

A. It was, because I had been checking for the minutes to see if they arrived so that I could check for that particular -- that that item had been minuted correctly. I remember contacting Claire in case I'd missed it and someone else had sent it out and I was looking under the wrong name for the email. So that was why I remember that it was the only occasion we had received them in hard copy at the meeting. Always before that we'd

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received them electronically.

Q. Did it occur to you to correspond with Artelia before the meeting and ask them yourself to send you the soft copy minutes so that you could check them before the meeting?

A. No, I think I was checking in the morning of the meeting. I think that might have been a later meeting, or perhaps I was checking it the night before to see -- they'd usually have arrived a few days before.

Q. Yes, I see.

The other area I want to ask you arising out of yesterday's evidence relates to the stage D report.

Now, I think you told us yesterday -- and just for the reference, it's yesterday's evidence at {Day53/29:14-18}, and also {Day53/136} -- that you didn't see any of Exova's fire safety reports.

A. I think there might have been reference within the stage D report, but I can't --

Q. That's what I was going to put to you.

A. Yes.

Q. Can I ask you to go to {ART00001364}. Now, this is an email from Bruce Sounes. Do you see? It's dated 20 August 2013, to Phil Booth and Peter Maddison, and it's also sent to you, as well as someone called Kulidzan, and I think Ms Kulidzan was the interim

3

manager, I suppose, or project manager between Paul Dunkerton and Claire Williams arriving.

A. That's correct.

Q. If you look at the email, it says:

"Dear All,

"Please see below a link to our completed Stage D report. The elevations and images are to a reduced resolution so that the whole document does not become huge."

There is the internet link to the stage D report.

Then it says:

"Exova's Fire Safety report from January is included, as is the updated BREEAM pre-assessment and Artelia's programme and revised cost estimate.

"If anyone needs anything further, or there are any comments please do not hesitate to come back to me."

You can see that.

Now, it isn't right to refer to Exova's safety report as dated January, because we don't think that there was one dated January, but if we can see what was attached, can we go to {ART00001363/78}. That is a document that one would find within this link.

Here it is on the screen, and it's issue number 1 of the OFSS, the outline fire safety strategy, dated 31 October 2012.

4

1 So my question is: when you received the email from
2 Bruce Sounes dated 20 August 2013, did you open the
3 link, look at the stage D report, and find within it
4 this document?

5 A. I don't recall.

6 Q. You could have done, I suppose, couldn't you?

7 A. Yes.

8 Q. But you don't recall doing so.

9 Can I then go back to where we were yesterday, and
10 I want to go next to {ART00002197}, and where we were
11 yesterday, while this is coming up, is March 2014, and
12 the Rydon and others' tender.

13 Here is the final tender report for the
14 Grenfell Tower project produced by Artelia, and it's
15 dated 12 March 2014, as you can see.

16 Did you see this document at the time, do you
17 recall?

18 A. I would have done, yes.

19 Q. Can we go to page 4 {ART00002197/4}. We can see from
20 this box on page 4 that the author was Chweecheen Lim,
21 and it was checked and approved by Phil Booth and issued
22 to Peter Maddison, as you can see from the second box on
23 the left.

24 If we go to page 25 {ART00002197/25}, we can see
25 Artelia's conclusions at paragraph 10, and their

5

1 conclusion there is that:

2 "Rydon have submitted the most competitive tender
3 price and the highest quality making it the most
4 economically advantageous tender. It is worth noting
5 that Rydon received the highest marks in aspects of the
6 tender evaluation.

7 "It is therefore recommended that:

8 "Approval is given to commence the formal standstill
9 period in accordance with the EU Regulations and,
10 subject to the conclusion of this standstill period, the
11 contract is awarded to Rydon Limited and a Notice is
12 placed in the Official Journal of the European Union to
13 this effect."

14 Now, that's a clear recommendation for Rydon.

15 I just wanted to know whether you saw this at the
16 time and realised that, at that time, 12 March, Artelia
17 were recommending Rydon as the contractor?

18 A. Yes, and I think there had been a draft report before
19 this, this is the final one, and I don't think the
20 recommendation had changed.

21 Q. Right.

22 A. I could be wrong, but I think we knew that Rydon were
23 going to be recommended.

24 Q. You say you knew that Rydon were going to be
25 recommended; from what date did you know that, do you

6

1 think?

2 A. From after the end of the ... the interview, I think
3 I referenced yesterday Philip Booth -- after we
4 completed the interview or presentation and scored that,
5 Philip Booth produced a spreadsheet with all the scores
6 compiled.

7 Q. Right.

8 A. I think there were one or two minor things outstanding,
9 but it was quite clear from that time that they would be
10 the recommended contractor.

11 Q. Yes, I see. And just to be clear, the interviews were
12 on 7 March.

13 A. Correct.

14 Q. Five days before this report.

15 A. Yes.

16 Q. Yes.

17 Can we then stick with this date, 12 March, and look
18 at the process of value engineering, so it was called,
19 between 12 March and 18 March.

20 Now, we've seen already in your evidence some emails
21 that Rydon were aware already of the need for some value
22 engineering. Perhaps I should just show you the first
23 of those: {RYD00003277}. This is an email of 11 March,
24 so before Artelia's formal recommendation, from
25 Jeff Henton to Alan Sharrocks and others internally

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1 within Rydon. Do you see that?

2 A. Yes.

3 Q. "Hi Team

4 "I have spoken with Peter Maddison at Kensington &
5 Chelsea TMO Ltd, who informs me that our price for the
6 above is in first place, allied to which our
7 presentation and documentation is also in first place.
8 Therefore, subject to a small amount of value
9 engineering, Peter should be in a position to recommend
10 our appointment on this scheme to his Board early
11 next week."

12 Now, it's obvious from the text of this email that
13 Peter Maddison had told Rydon that they were in first
14 place, and that's before even Artelia's recommendation.

15 Do you know when it was and how it came about that
16 Peter Maddison was talking to Jeff Henton at Rydon about
17 being in first place?

18 A. I don't know. I know we had a problem that
19 Jenny Jackson had identified with our budget and the
20 submitted price being over, and could we enter into
21 a contract -- or could we recommend to the board
22 entering into a contract that was over and above our
23 budget price. So there was a difficulty to be overcome
24 in that, and I think Jenny had got some legal advice at
25 that time.

8

1 I think there were two other things. Peter had, as
 2 you say, his board report (inaudible) recommendation
 3 coming up very soon. I recall that the tender had been
 4 delayed, or extended tender period had been delayed, by
 5 two weeks. We were expecting the tender back on
 6 31 January, and it came back on 14 January --
 7 14 February, and that meant we had very little time to
 8 sort it out, because Peter's reports need to be compiled
 9 and then circulated to board members, and there's
 10 a timescale for that. So there was very little time.
 11 We were trying to overcome a difficulty. We were trying
 12 to overcome the difficulty -- I think we got legal
 13 advice from Trowers & Hamblins, Jenny had got, on what we
 14 should do -- what we could do in this and the
 15 recommendation --
 16 Q. We are going to come to that.
 17 A. Yeah, sorry.
 18 Q. I think my question was a narrower one than the answer
 19 you've just given us would tend to suggest.
 20 A. Okay, sorry.
 21 Q. Did you have any conversations with Peter Maddison about
 22 him telling Jeff Henton of Rydon that they were in first
 23 place on or before 11 March?
 24 A. I did not.
 25 Q. Did you know that he was going to tell Rydon that they

1 were in first place --
 2 A. I did not.
 3 Q. -- at that stage? No.
 4 Just back a day, then, if we can, just to complete
 5 the emails at that time, {RYD00094368}, please. This is
 6 an email of 10 March, if you can see.
 7 In fact, if we can go to the bottom of the email
 8 chain, we can just run up through it very quickly. At
 9 the bottom of the email chain we can see that
 10 Jeff Henton tells his assistant, Sandra Guest, on
 11 10 March, to arrange lunch or an evening meal with
 12 Peter Maddison, and you can see that's in the email
 13 below that.
 14 If you go up a little bit you can see that
 15 Jeff Henton at the top of the page sends an email to
 16 Steve Blake, also on 10 March, and says:
 17 "Spoke to Peter about the award and they are keen to
 18 get going.
 19 "They need to do a fair amount of value engineering
 20 which should be achievable."
 21 My question is: on 10 March -- this is three days
 22 after the interview but two days before Artelia's formal
 23 recommendation -- did you know that Jeff Henton was
 24 speaking to Peter Maddison about the award and about the
 25 need by Rydon to do a fair amount of value engineering?

1 A. I did not.
 2 Q. Can we then go to {TMO00850707}. This is an email chain
 3 between you, Peter Maddison, Claire Williams and others,
 4 and I want to start with the second email at the bottom
 5 of the page, please, if we can.
 6 Now, this is 12 March, and we start with the email
 7 from Peter Maddison to David Burns, copied to
 8 Claire Williams and Jenny Jackson. Subject,
 9 "Confidential: Grenfell Tower Pre-contract agreement":
 10 "Dear All
 11 "I spoke to Steve Blake from Rydon today [that's
 12 12 March].
 13 "He was comfortable with closing the approx £270k
 14 gap in the budget.
 15 "He will give us an estimate of the cost of
 16 pre-construction work."
 17 Et cetera, and then he goes on:
 18 "If we can get him something by Thurs, he will give
 19 a figure by the end of the week. I will factor this
 20 into the Board Approval.
 21 "I think it would be worth Claire meeting somebody
 22 from Rydon to confirm that we have a shared
 23 understanding of the site boundaries and the interface
 24 with the Leadbitter site. Can you see if we can do this
 25 before next Weds?"

1 That's from Peter Maddison to David Burns.
 2 Then immediately about above that --
 3 A. Can I just ask, because I'm not sure David Burns --
 4 Q. No, I'm just going to show you -- that's right.
 5 In fact, you then get copied in to that same email that
 6 evening. Do you see?
 7 A. Yes, yes.
 8 Q. Just above that, it's David Burns and David Gibson.
 9 A. Yes.
 10 Q. Then at the top of the page, the next day, in the
 11 morning of that day, 9.15, you then respond to
 12 Peter Maddison and say:
 13 "Peter, Claire and I are working on this.
 14 "Regards
 15 "David Gibson."
 16 Which is you.
 17 Now, it looks as if the TMO wanted a figure from
 18 Steve Blake by the end of next week, in other words --
 19 is this right? -- before the preferred bidder would have
 20 been announced.
 21 A. That's correct. I recall we met -- Peter myself and
 22 Jenny met on 12 March --
 23 Q. Yes.
 24 A. -- to discuss how we overcome, I think, three
 25 difficulties. One I was describing before about the --

1 how we got into a contract over and above our budget and
 2 how that could be recommended. The legal advice we had
 3 received indicated our choices were to award to the
 4 preferred contractor, if it had gone through the
 5 process, if they were the winner and we had followed the
 6 very prescriptive route of marking their submissions and
 7 they were the winner, we could choose to award, or we
 8 could start again. But there was also reference within
 9 that email to, if you have got value engineering
 10 exercises -- value engineering clauses within the
 11 contract, you could, once you're in contract, seek to
 12 use those clauses in order to overcome this difficulty .

13 And I think that's what -- all we were trying to do
 14 was clarify -- there was a process, clarify with Rydon
 15 that they were comfortable with this approach, because
 16 they could have -- if we'd entered into a contract over
 17 and above our budget, they could have said -- you know,
 18 there could have been a claim against us for loss of
 19 profit, et cetera, if we hadn't reached an agreement
 20 with them that they were comfortable with this approach.

21 Q. Well, we'll come to look at that answer in a little bit
 22 more detail very, very shortly.

23 My question -- you have answered it, I think --

24 A. Yes.

25 Q. -- is: yes, it was before the preferred bidder was

1 announced.
 2 A. Correct.
 3 Q. My next question is: were discussions like this, getting
 4 figures for value engineering, being held with any other
 5 bidder, other than Rydon?

6 A. The marking of the tender submission is a very
 7 prescribed route. You have asked them for submissions,
 8 you have stated to them how they will be marked, and you
 9 need to follow that process. It doesn't allow for you
 10 to talk to other contractors. You can -- you've got
 11 a preferred bidder at the end of the process or you
 12 don't, but it doesn't make any allowances for talking to
 13 other contractors. That would breach the regulations.

14 Q. So is the answer to my question that although you were
 15 having conversations with Rydon --

16 A. Yes.

17 Q. -- at this stage, before the preferred bidder was
 18 announced, you weren't having the same conversations
 19 about value engineering with any other bidder?

20 A. That's correct.

21 Q. Thank you.

22 How could you properly be having discussions with
 23 Rydon about price reductions without also talking to the
 24 others at the same time equally?

25 A. It wouldn't be allowed under the OJEU regulations. If

1 we have put a tender out, asked for submissions, and
 2 it's very prescriptive in terms of how it's scored, it
 3 doesn't allow us to then change that route.

4 Q. Well, I can understand not having any discussions at
 5 all, but how could you be having discussions with Rydon
 6 but none of the other bidders? Wouldn't that have been
 7 unfair to the other bidders?

8 A. I think it was clarifying a process.

9 Q. Well, it wasn't, was it, with respect, Mr Gibson? You
 10 were actually asking for hard figures .

11 A. I think what we were seeking was comfort from them,
 12 because we had provided some of the hard figures . We
 13 also needed figures for the pre-commencement agreement,
 14 which is the contract we would enter into with Rydon at
 15 so much a month until we were in a position to enter
 16 into the main contract. And there was a separate issue
 17 with the public realm works which were to be done by the
 18 KALC contractor, because the borders between our two
 19 sites had to be defined, and that work I think was to be
 20 paid and carried out by the KALC contractor, but we'd
 21 allowed within the -- within our tender, we'd asked the
 22 contractor to price that, so that cost of that work was
 23 within the submitted price from them. So we needed to
 24 clarify how much of the cost was associated with that,
 25 because that would come off the sort of -- the gap

1 between our budget and their submitted price.

2 Q. Forgive me for pressing you a little bit, Mr Gibson, but
 3 I do need an answer.

4 A. Yeah.

5 Q. How could it have been proper to have any of these
 6 discussions about price reductions with Rydon alone and
 7 not having those discussions with any of the other
 8 bidders?

9 A. I'm very clear on the directions I have been given in
 10 terms of working with Jenny and what you could or could
 11 not do. It was very prescriptive, which is why,
 12 for example, the interview, we had been told in advance
 13 by Jenny: you are not allowed to ask any questions, you
 14 have to ask -- you ask a question to one contractor, you
 15 have to ask the same question to them all. So you
 16 couldn't explore their responses.

17 Q. Well, if you have to ask the same question to all
 18 bidders during the interview on 7 March --

19 A. Yes.

20 Q. -- surely it would have followed in your mind at the
 21 time that, if you were going to have discussions about
 22 value engineering with one of those bidders, you would
 23 have to have them with all?

24 A. No.

25 Q. That's not how you understood it?

1 A. No, that would have been a very clear breach of the
2 regulations.
3 Q. But you thought that having one discussion about price
4 reduction with one bidder wasn't a breach of the
5 regulations; is that your evidence?
6 A. I think we were in an uncomfortable position, but we
7 couldn't talk to three contractors, that would not be
8 allowed. We were trying to clarify a process at this
9 point.
10 Q. How about talking to none of them until after the
11 announcement?
12 A. The problem was that Peter needed to get information for
13 his board report, and we needed to be sure that Rydon
14 were comfortable with our approach. We were trying to
15 agree a process with them and get an understanding from
16 them that they were agreeable to the -- we would enter
17 into a contract at a higher figure, and we would use the
18 value engineering clauses to then work out how we bridge
19 that gap.
20 Q. So this was dictated, was it, by TMO's internal
21 processes and requirements to get a report out quickly?
22 A. That was a significant factor.
23 Q. I follow.
24 Let's just see how this continues.
25 You respond, as we can see, on this email to

17

1 Peter Maddison that you are working on this with
2 Claire Williams.
3 A. Yeah.
4 Q. Let's then go to {RYD00003295}, please. This is
5 an email from Steve Blake internally at Rydon on
6 12 March at 3 o'clock in the afternoon, so this I think
7 post-times the email we've just looked at from you
8 internally. In his first paragraph, he says:
9 "We are going to be asked by K+C to find some
10 further value engineering savings in addition to those
11 identified in our tender.
12 "Let's wait until this approach is made before going
13 to the supply chain.
14 "In terms of value [allocation] we took care to make
15 provision against a specification that was exactly
16 compliant.
17 "Peter M is going to forward some ideas tomorrow."
18 Now, do you know of any conversation between
19 Peter Maddison and Steve Blake in which Peter Maddison
20 told Steve Blake that he was going to forward some ideas
21 the next day, 13 March?
22 A. Yes.
23 Q. What did you know of that conversation or those
24 conversations?
25 A. Peter, Jenny Jackson and myself met to discuss our

18

1 position and what we needed to do. We were
2 uncomfortable with the position we were in. I think
3 there is a record before that of -- because I'd referred
4 to the legal advice we got on an offline discussion.
5 So I was aware at the end of the meeting, in terms
6 of how we took forward our approach, that Peter would
7 give Steve Blake a ring. I was asked to then compile
8 some -- a spreadsheet and sent it to him the next day.
9 Q. I see. We will come to the spreadsheet in just
10 a moment.
11 Can I ask you why what you have just told
12 the Inquiry isn't in any of your witness statements?
13 A. I had forgotten all about this.
14 Q. Did you not see any of the emails I'm now showing when
15 you were preparing --
16 A. No, I --
17 Q. -- your witness -- can I finish my question?
18 A. Sorry. My apologies.
19 Q. Thank you.
20 Were you not shown these emails when you were
21 preparing your witness statements, even as late as the
22 witness statement of 3 October this year, two weeks ago?
23 A. At that stage, yes, I think I was.
24 Q. So why didn't you say anything about these conversations
25 that you have just told us about in that statement?

19

1 A. I think we wanted to keep to the clarifications and
2 corrections I was making to my first statement and just
3 deal with those points, because it was quite clear that
4 this was going to arise during the -- my -- during me
5 giving witness here.
6 Q. So your position was that you would rather wait to be
7 examined on it orally rather than say anything about it
8 candidly, clearly and openly in your witness statements?
9 A. When I did my first witness statement, I had
10 forgotten -- I didn't recollect any of this. It was
11 only until I'd seen some of the emails and been shown
12 some of the emails at a much later date, after they'd
13 appeared in the Inquiry, that I was able to piece
14 together what had happened.
15 Q. But you weren't able to piece this conversation together
16 until I just took you through these emails just now, is
17 that what you're telling us?
18 A. No, I could piece it together a few weeks ago and
19 it could have been put in my statement, but it was
20 likely that I was going to be asked questions on this at
21 this Inquiry, so I didn't feel the need -- or the advice
22 to me was, you know, that would be dealt with at the
23 Inquiry.
24 Q. I don't want to know about the advice that was given to
25 you.

20

1 A. Yeah.
 2 Q. Let's see how we go, then, Mr Gibson.
 3 The next email I want to look at with you, please,
 4 is {RYD00003302}. This is a chain of emails on
 5 13 March 2014, and it starts at the bottom of page 1 and
 6 over on to page 2. Do you see?
 7 We had better look at the very bottom of page 1.
 8 This is from you to Steve Blake, do you see that?
 9 A. Yes.
 10 Q. If we flip over to page 2 {RYD00003302/2} we can see the
 11 bulk of the email, and it says this:
 12 "Peter Maddison of the TMO has given me your contact
 13 details. I understand you are currently in a meeting.
 14 "I have attached a simple spreadsheet indicating the
 15 areas we would like you to look at in relation to
 16 possible savings.
 17 "Our target is circa £800k, which included the
 18 cladding savings already priced and any grant income to
 19 the scheme.
 20 "Could you come back to us early Monday with some
 21 indicative timescales and confirmation as to where you
 22 consider there are opportunities for savings (with
 23 figures where possible?)
 24 "We are currently allowing for pre start activities
 25 at £100k/month, for say 3 months.

21

1 "Can you also confirm if you can make a meeting on
 2 Monday afternoon with Peter, myself, and Claire Williams
 3 the project manager for the scheme at our offices. It
 4 might be useful if you can bring your estimator also."
 5 I don't think I need the rest.
 6 Now, you are clearly telling Mr Blake that
 7 Peter Maddison has instructed you to send Rydon some
 8 suggestions for value engineering; that's right, isn't
 9 it? We can see that.
 10 A. What I'm sending him is as much information as I have on
 11 what the difficulties were, and I think if you follow
 12 this further down the line, once we have signed the
 13 pre-commencement agreement, there is then, at the
 14 contractor introduction meeting, Artelia then take over
 15 the process of dealing formally with value engineering
 16 and the public realm works.
 17 Q. Can we look at the -- well, let me ask you: is this the
 18 first time that you were in contact with Steve Blake?
 19 A. Yes.
 20 Q. Do you agree that the effect or thrust of your email is
 21 a specific instruction to Rydon, or request, if you
 22 like, to try and make savings over and above the price
 23 they'd tendered?
 24 A. Including the price they've tendered, because within
 25 their tender return we already had identified potential

22

1 savings, because at that time we didn't know what
 2 cladding would be acceptable to the planners, so we
 3 couldn't make a decision on that.
 4 Q. No, it's a much simpler question I'm asking you.
 5 Do you accept that the thrust of this email was to
 6 tell Rydon that they had to come down further from their
 7 bid price?
 8 A. No.
 9 Q. You don't?
 10 A. No.
 11 Q. Well, can you explain what you meant when you said that
 12 you were indicating "areas we would like you to look at
 13 in relation to possible savings"? Savings, surely, over
 14 and above the 9.2 million that they'd bid?
 15 A. I was giving them enough information to try and explain
 16 what the problem was so that there were areas they would
 17 be looking at. So I was -- you know, my wording might
 18 be slightly bad, but the intention was to clarify the
 19 process, but being as open as possible with them on what
 20 the gap was, what we've identified, and asking them to
 21 look at all the areas.
 22 Q. You use the expression, "Our target is circa £800k".
 23 What was the target? Was it a savings target? What was
 24 it?
 25 A. The target was to get to our budget, which was in the

23

1 region of 8.5 million.
 2 Q. Exactly, and the difference between 9.2 million-odd,
 3 which was Rydon's bid, and the £8.415 million, which was
 4 the construction budget that you had, was £800,000 or
 5 so, wasn't it?
 6 A. Yes.
 7 Q. And the aim of this email was to get them down from
 8 9.2 million, by a process of what you might call value
 9 engineering, to your budget of 8.415 million; is that
 10 right?
 11 A. That's correct.
 12 Q. Let's look at the spreadsheet, {RYD00003301}, please.
 13 If we just click on the native.
 14 Did you draft this document?
 15 A. I'm not sure that I did. I think -- I think, but
 16 I can't recollect totally -- we had met with Artelia
 17 before this to agree the areas, because we had
 18 recognised the problem some weeks before.
 19 Q. When do you think this document was first produced?
 20 A. I think I had -- I can't remember. I had the
 21 information -- I think we had the information before, so
 22 I probably just put the information into this format.
 23 Q. I see. Now, we can see it says:
 24 "The works budget is £8,415,000. The costs savings
 25 to be made need to be in the region of £800k."

24

1 So that really reflects what you said in your email,
 2 doesn't it?
 3 A. Yes.
 4 Q. "The list below is not exhaustive, and there may be
 5 other elements for consideration."
 6 Then you talk about the pre-commencement costs under
 7 that, and then you can see the target of £800,000 or
 8 greater, do you see at the bottom of the box in bold, of
 9 which item 3, do you see, "Cladding":
 10 "Subject to planning approval - was mentioned in the
 11 tender as 'alternative costs': £243k."
 12 So that's a saving which is already in there of
 13 £243,000.
 14 A. Yeah.
 15 Q. Then there is £100,000 for a possible ECO funding grant,
 16 but you still have to get up to the £800,000, which was
 17 your target; yes?
 18 A. Yes, the 243 was within the 800,000.
 19 Q. Indeed.
 20 A. Yeah.
 21 Q. Absolutely.
 22 A. Yes.
 23 Q. But there were still gaps, weren't there?
 24 A. Yes.
 25 Q. Such as windows, crown design for the roof and other

25

1 things.
 2 A. Yes.
 3 Q. Of course, if you could get the savings in relation to
 4 cladding higher than £243,000, that would have been the
 5 bonus, wouldn't it, because it would have reduced the
 6 figure closer to the 800 that you wanted?
 7 A. That's correct.
 8 Q. Then it says underneath:
 9 "Rydon to confirm if possible by Monday 17th March
 10 agreement in principle to above."
 11 Then at the bottom:
 12 "Rydon to confirm possible meeting with TMO at TMO
 13 offices; Tuesday 18 March pm?"
 14 Did you put that in there?
 15 A. Yes.
 16 Q. Did it not occur to you at this point, when producing
 17 this document and sending it to Steve Blake at Rydon,
 18 that your budget, the £8.415 million-odd, was simply too
 19 low for the project that you wanted?
 20 A. No.
 21 Q. No?
 22 A. No.
 23 Q. Why is that?
 24 A. I think we'd had very late during the tender process,
 25 I think just before the original tender return, we'd had

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1 a revised tender estimate from Artelia which was well in
 2 excess of anything we'd previously discussed. I think
 3 that we were actually quite pleased when we saw the
 4 Rydon tender submission figures because it wasn't as big
 5 a gap as we thought there might be, and we thought: this
 6 is something that we can make work.
 7 Q. Yet you still wanted them to come down by a further
 8 £800,000 in order to get the contract.
 9 A. We're looking at the areas that there might be
 10 alternative prices, we're looking at areas or things
 11 that we could change. We're looking at landscaping, as
 12 I mentioned, because that was the public realm works,
 13 which we knew would be paid for by others and that would
 14 increase our budget.
 15 Q. You realised, presumably, that the £9.2 million that
 16 Rydon had bid was about £800,000 itself less than the
 17 Artelia indicative benchmark number, wasn't it?
 18 A. Yes.
 19 Q. And that Rydon was significantly cheaper than the next
 20 bid up, by I think about £600,000, wasn't it?
 21 A. That's correct.
 22 Q. So you were already getting a significantly lower bid
 23 than anybody had previously indicated.
 24 A. Correct.
 25 Q. And now you wanted a further £800,000 on top of that.

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1 In those circumstances, Mr Gibson, my question is:
 2 did it not occur to you to go to Peter Maddison or
 3 anybody else and say, "Look, this budget is simply too
 4 small for what we want, we need to re-think the scope of
 5 our project?"
 6 A. No. We thought the gap was bridgeable. We'd already
 7 identified some things that would bridge that gap.
 8 There were other areas of work priced within their
 9 submission that we would get funding for elsewhere.
 10 I think we mentioned the ECO grant of 100,000, and the
 11 landscaping costs we wanted them to separate out from us
 12 because that would be paid for by others. So we'd
 13 already gone some of the way to identifying what -- how
 14 we might bridge that gap at that time.
 15 Q. Looking at the confirmation meeting on Tuesday,
 16 18 March, which we know happened, and we'll come to in
 17 a moment, you wanted that confirmation before the
 18 announcement of the result of the tender.
 19 A. That's correct.
 20 Q. Can we then look at Steve Blake's response. First,
 21 please, {RYD00003310}, which is his email of 13 March at
 22 the bottom of the page to you, copied to
 23 Claire Williams:
 24 "Hi David,
 25 "Understand what's required and see no reason why

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1 this can't be achieved.
 2 "Your spreadsheet says a Tuesday pm meet rather than
 3 Monday pm as email which would work perfectly.
 4 "As requested we will respond early Monday [17th]
 5 regarding opportunities for savings and timescales."
 6 So it looks -- well, let me ask you this way: when
 7 you got this email from Steve Blake, did you see that he
 8 understood exactly what you were asking for?
 9 A. Yes, because, by 13 March, Peter would have had
 10 a conversation with Steve Blake on 12 March --
 11 Q. Right.
 12 A. -- to clarify what he needed and what we wanted to do.
 13 Q. Then you responded at the top of the page, the next day,
 14 14 March:
 15 "Steve, thanks for swift response.
 16 "Yes, I meant Tuesday pm. I will forward a meeting
 17 invite ..."
 18 Then if we look at the next email that Steve Blake
 19 sends you on Monday, 17 March, that's at {RYD00003348},
 20 please. He says to you:
 21 "David,
 22 "Katie and Simon have been on the case today and
 23 will have a range of options to present for tomorrow.
 24 "Hopefully we will be in a position to achieve the
 25 VE levels needed."

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1 Do you see that?
 2 A. Mm-hm.
 3 Q. Now, that reference to "tomorrow" was a reference to the
 4 meeting that was fixed for and indeed then took place on
 5 the afternoon of 18 March; is that right?
 6 A. That's correct.
 7 Q. And so far as you were concerned, you were clear in your
 8 mind that Rydon clearly understood that you wanted
 9 options to achieve the value engineering levels needed,
 10 in other words £800,000 of savings?
 11 A. We wanted assurance that they were comfortable with our
 12 approach.
 13 SIR MARTIN MOORE-BICK: It wasn't just comfortable, was it?
 14 Because you made it quite clear in the spreadsheet that
 15 what you needed was a reduction in cost of the
 16 project --
 17 A. Yes.
 18 SIR MARTIN MOORE-BICK: -- achieved by a change to the
 19 specification .
 20 A. I don't think we were changing the specification
 21 necessarily at this time.
 22 SIR MARTIN MOORE-BICK: Well, wasn't that the underlying
 23 premise? You were asking them to concentrate on
 24 particular areas where the existing specification could
 25 be modified in order to produce a saving in the cost of

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1 the project .
 2 A. I think that's part of it .
 3 SIR MARTIN MOORE-BICK: What else is there, then?
 4 A. I think we'd asked them to -- could they identify other
 5 areas. Yes, indeed, there might be changes to the
 6 specification , but at that time no decisions had been
 7 made, we were just trying to get as much information
 8 together to ensure that we were -- they were comfortable
 9 and we were comfortable.
 10 SIR MARTIN MOORE-BICK: You see, I asked the question
 11 because a little while ago you said what you wanted to
 12 discuss with them was process.
 13 A. Yes.
 14 SIR MARTIN MOORE-BICK: But actually what you wanted to
 15 discuss was the application of a process. You were
 16 interested in the outcome of the process, not just the
 17 process, weren't you?
 18 A. Yes.
 19 SIR MARTIN MOORE-BICK: Yes. Yes, thank you.
 20 Yes, Mr Millett .
 21 MR MILLETT: Yes, thank you.
 22 Let's turn to the 18 March 2014 meeting.
 23 Were you at that meeting?
 24 A. Yes.
 25 Q. Did it take place at the TMO's offices?

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1 A. Yes.
 2 Q. Was it in the afternoon?
 3 A. Yes, I think .
 4 Q. And the purpose of that meeting was to discuss what
 5 we've seen in this email run up to this point: the
 6 savings that could be made?
 7 A. It was to discuss the approach, that they were
 8 comfortable with the approach. It was to give them as
 9 much information as possible so that they could satisfy
 10 themselves they would be comfortable with the approach,
 11 and it was allowing them the opportunity to potentially
 12 present other areas for us to consider.
 13 Q. Did the estimator that you had asked to attend from
 14 Rydon actually attend?
 15 A. I think so.
 16 Q. Does the name Katie Bachellier mean anything to you?
 17 A. I recognise the name.
 18 Q. She was the Rydon estimator at this point.
 19 A. Yes.
 20 Q. She attended that meeting, didn't she?
 21 A. I think so.
 22 Q. Yes. The point of her attending that meeting as
 23 an estimator, someone very close to very precise
 24 figures , was so that she could discuss very precise
 25 figures with you; that's why you wanted her there, no?

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1 A. We thought an estimator would be appropriate to have at
 2 this meeting when we were discussing costs in order for
 3 us to be comfortable, and for them to be comfortable,
 4 with our approach, to overcome the problem we'd
 5 identified .
 6 Q. Were any notes or minutes taken by anybody at that
 7 meeting?
 8 A. I don't -- I probably took some notes of my own, but it
 9 was an offline meeting.
 10 Q. By, "but it was an offline meeting" --
 11 A. Yes.
 12 Q. -- do you mean that it was a secret meeting and
 13 therefore should be unrecorded?
 14 A. Yes.
 15 Q. You do. Thank you.
 16 And why was it to be a secret meeting for which no
 17 record was to be taken and indeed none exists?
 18 A. There had been communication with Artelia before in
 19 terms of Jenny had put forward a proposal for overcoming
 20 the problem that we had. Artelia agreed that approach
 21 to an offline meeting or informal discussions, one said
 22 one -- I can't remember which one said which. But,
 23 you know, it wasn't a secret; it was agreement to
 24 an offline meeting to overcome the difficulties that we
 25 had.

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1 Q. Most people have secret meetings, or "offline ", as you
 2 might describe it , and don't take records of it because
 3 they don't want the fact of the meeting and the contents
 4 to be discovered by anybody else. That's right in
 5 respect of this meeting, isn't it?
 6 A. No.
 7 Q. So why not take a record of it , then?
 8 A. Because we were -- it was a very brief meeting, they
 9 didn't, from my recollection, have all the costs. There
 10 were a number of areas that they stated they were
 11 working on and looking into. I think we had agreed that
 12 the allowance for the pre-commencement agreement was in
 13 the right ballpark, they were comfortable with that. So
 14 it was just an agreement in principle .
 15 Q. Yes, it was an agreement in principle which you
 16 absolutely needed in order to be able to move the
 17 process forward and go to the board.
 18 A. Yes.
 19 Q. Why wasn't it recorded? It was important.
 20 A. I think what we wanted was an understanding.
 21 Q. What you wanted was a secret understanding that was not
 22 discoverable by anybody else, least of all the other
 23 bidders. That's right , isn't it? Can you not accept
 24 that?
 25 A. It was an offline meeting, yes.

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1 Q. Right. We've recorded your answer.
 2 At the meeting, did Rydon agree to make the savings
 3 that you had requested and that they had told you should
 4 be achievable?
 5 A. They agreed they were comfortable in being able to
 6 identify and bridge the gap between the two sets of
 7 figures .
 8 Q. Can you look at {RYD00003489}, please. This is an email
 9 from Katie Bachellier of Rydon -- she is the estimator
 10 we talked about -- sent on 20 March 2014, so two days
 11 after the meeting, and it's sent to Peter Maddison,
 12 Claire Williams and you --
 13 A. Yeah.
 14 Q. -- copied to Simon Lawrence and Steve Blake:
 15 "Further to our meeting on Tuesday, please find
 16 attached our summary list of Value Engineering options."
 17 Now, can we look at the attachment. It's at
 18 {RYD00003490}. Here is the document she attached.
 19 Do you remember this document at the time?
 20 A. Yes. Yes, I would have seen this at the time, and it
 21 reflects what I had said previously in terms of: we
 22 didn't have the figures at the meeting, and they've now
 23 forwarded some figures to give us comfort and they've
 24 identified some other areas.
 25 Q. Yes. We can see that it was attached to the email that

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1 Katie Bachellier sent to you on 20 March.
 2 A. Yeah.
 3 Q. Did you see this document at the meeting?
 4 A. No.
 5 Q. You didn't?
 6 A. No.
 7 Q. So is it right, then, that the first time you saw this
 8 document was when Katie Bachellier sent it to you on
 9 20 March?
 10 A. Yes.
 11 Q. Yes, I see.
 12 A. Yes.
 13 Q. Was there any discussion at the meeting about savings in
 14 respect of cladding, and in particular a discussion
 15 about substituting zinc with aluminium for a saving of
 16 £293,368?
 17 A. I think that had already been priced within their tender
 18 submission. We knew that the cladding was subject to
 19 the agreement and approval of the planners. Whilst we
 20 might have preferred the lower cost, we couldn't -- we
 21 didn't have any certainty at this time which material
 22 would be used.
 23 Q. Your simple spreadsheet had a saving for cladding in it
 24 of £243,000 --
 25 A. Yeah.

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1 Q. -- didn't it?
 2 A. Yeah.
 3 Q. And that had come from the tender, yes, as the
 4 alternative cost?
 5 A. Yes.
 6 Q. But now you were being shown a figure of £293,000-odd by
 7 way of saving for cladding, so a 50,000 or so greater
 8 saving?
 9 A. Mm-hm.
 10 Q. Was there any discussion at the 18 March meeting about
 11 a greater saving on cladding?
 12 A. I don't recall.
 13 Q. Right.
 14 Now, if you go, please, to {RYD00003491}, we can see
 15 that, looking at the various suggested savings on
 16 cladding, the largest saving was on face-fixed as
 17 an alternative aluminium system, which gave a saving of
 18 £376,175, with the alternative aluminium system,
 19 cassette, of 293,368.
 20 Was there any discussion about an alternative system
 21 which would produce an even higher saving for aluminium,
 22 namely if face-fixed was used, £376,000-odd? Was that
 23 discussed at the meeting?
 24 A. At the meeting on the 18th? I don't think so.
 25 Q. Right.

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1 A. I think this arrived afterwards.
 2 Q. Right.
 3 Did the spreadsheet that you were sent by
 4 Katie Bachellier on 20 March tell you that the £800,000
 5 target for savings was achievable partly by way of
 6 reduction of the price for the cladding?
 7 A. Sorry, can you say that again?
 8 Q. Yes. Did the spreadsheet that Katie Bachellier sent you
 9 showing the different savings for cladding options --
 10 A. Yes.
 11 Q. -- tell you that the £800,000 saving target could be
 12 achieved?
 13 A. It gave us some comfort it could be achieved, but at
 14 this stage it was subject to the planners agreeing what
 15 the material would be.
 16 Q. Right.
 17 Can we then go to the next topic, which is the
 18 notification of the preferred bidder, and look, please,
 19 at {ART00008632}.
 20 Now, this is the letter under which Rydon was told
 21 that it was the preferred bidder. You see that?
 22 A. Yes.
 23 Q. That's the final form of letter that was sent, and it's
 24 entitled, "Notice of preferred bidder status."
 25 Note the date, 18 March 2014, so the same day as the

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1 meeting we've just been discussing, Mr Gibson.
 2 A. Mm-hm.
 3 Q. Can I assume that you have seen this letter before?
 4 A. Yes.
 5 Q. And were aware of it at the time?
 6 A. Yes, because we knew who the preferred bidder would be.
 7 This was just the formality of issuing that.
 8 Q. You can see that in the first main paragraph it thanks
 9 Rydon for the tender and says that:
 10 "We [that's Artelia, and you indeed as the TMO] have
 11 now concluded the tender evaluation process and we have
 12 been authorised by the ... TMO ... as Employer's Agent
 13 for the above-mentioned project, to inform you that you
 14 are the preferred bidder and it is the intention of
 15 KCTMO to enter into contract with you subject to the
 16 agreement of the site boundary and formal approval from
 17 the KCTMO Board and the Royal Borough of Kensington and
 18 Chelsea Council ..."
 19 Now, we have looked at this letter a number of
 20 times. We can't find anything in it about a condition
 21 about value engineering. It doesn't say, "Subject to
 22 arriving at a final figure by way of value engineering".
 23 Why is that? Why was that not in the letter?
 24 A. I think this is just the legal wording that's been
 25 inserted. It indicates that there were discussions, and

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1 I've said there were discussions, about boundary
 2 adjustments and the public realm works, and that we
 3 needed to get approval -- so it was, I think, Jenny had
 4 agreed this addition to it, and it was just her being
 5 correct and saying --
 6 Q. Why is there --
 7 A. -- there are still things to be clarified. "Subject to
 8 these matters, you are the preferred ..."
 9 Q. There is no indication in this letter that the contract
 10 would be dependent on Rydon reducing their overall
 11 construction price, is there?
 12 A. Correct.
 13 Q. There is no mention of the meeting of 18 March either,
 14 is there?
 15 A. Correct.
 16 Q. There is no mention of discussions about value
 17 engineering or a target of £800,000, is there?
 18 A. Correct.
 19 Q. Why is that?
 20 A. Because it was an offline meeting, and I think --
 21 Q. So anybody reading this letter would think that the only
 22 conditions for entry into a contract between the TMO and
 23 Rydon would be agreement about the site boundary and
 24 formal approval from the TMO board and the council.
 25 That's right, isn't it?

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1 A. Correct.
 2 Q. And anybody reading this letter would not know that,
 3 in fact, underneath it all was an offline, as you put
 4 it, discussion, agreement or understanding that Rydon
 5 would reduce their construction costs by a further
 6 £800,000 or so. That's right, isn't it?
 7 A. I think I've explained that. There was a problem, we'd
 8 had an offline meeting. It wouldn't be in here, because
 9 the advice we had had from the solicitors was: you need
 10 to award the contract to the preferred bidder -- or your
 11 option is you've got a preferred bidder -- this is what
 12 this is saying -- you need to award it that, and then
 13 you can go through the legal process of using the value
 14 engineering clauses to achieve the target.
 15 Q. We're going to come to the advice in a moment, because
 16 I'm very interested to know what you say about it, but
 17 just focusing on my question.
 18 A. Yes.
 19 Q. You have answered it in the way you have. Let me try
 20 this a slightly different way.
 21 You didn't even tell Artelia that you were having
 22 these discussions about value engineering or a meeting
 23 to discuss value engineering, did you?
 24 A. I think we did.
 25 Q. Well, let's take it in stages.

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1 A. Yes.
 2 Q. Did you tell Artelia that you were having a meeting with
 3 Rydon before the announcement of the preferred bidder to
 4 discuss a target reduction of £800,000?
 5 A. No.
 6 Q. No, and Artelia weren't at the meeting, were they?
 7 A. That's correct.
 8 Q. Nor were Studio E.
 9 A. Correct.
 10 Q. Did it occur to you to go to Studio E, when you were
 11 told what the basis of these reductions was to be,
 12 namely a reduction in the price of the cladding and
 13 a substitution from zinc to aluminium, and ask them
 14 whether that change in product was something that they
 15 could advise you on?
 16 A. No.
 17 Q. Let's look at another notice, shall we, and I think
 18 I can take this quite quickly. This is {ART00002224}.
 19 This is a notice to Mr Haselton at Mulalley, who was one
 20 of the losers, as indeed it says in the first paragraph.
 21 Again, we can see there is no mention of targeted
 22 savings or value engineering as the reason for
 23 identifying somebody else -- in fact Rydon -- as the
 24 winner, is there?
 25 A. Correct.

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1 Q. Although we don't need to go to it, the notice to Durkan
 2 says very much the same thing. That's {ART00002219}.
 3 Can I suggest to you that there was a good reason
 4 for not telling the other bidders that one of the
 5 reasons for awarding the contract to Rydon was because
 6 they had agreed to reduce their price by £800,000 or so,
 7 and that is because if they discovered that the TMO were
 8 discussing cost savings on the price with Rydon prior to
 9 the award, that raised the risk of a challenge to the
 10 award decision.
 11 A. Correct.
 12 Q. Can we then look at the Trowers advice that you have
 13 referred to now a number of times in your evidence this
 14 morning. This is at {ART00006433}, please. It's
 15 an email chain on 2 and 3 March 2014, so about a week
 16 before the internal discussions we've seen with Rydon
 17 and the discussions that Peter Maddison had and then you
 18 had with Rydon about value engineering the price down.
 19 We can start, I think, with the second page
 20 {ART00006433/2}, page 2 of this email run. I want to
 21 look with you at the email of 2 March from Jenny Jackson
 22 to Phil Booth, Simon Cash, Claire Williams and
 23 Peter Blythe, copied to you. I want to look at it in
 24 full, if I may.
 25 It's a discussion on advice given by Trowers &

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1 Hamlins, who are reputable solicitors, on procurement.
 2 It starts:
 3 "Please can we discuss how we intend to bridge the
 4 gap between the £9,249,294 tender submitted and the
 5 £8.5m client budget?"
 6 Clearly the 9.2 that's referred to there is the
 7 Rydon tender price, isn't it?
 8 A. Yes.
 9 Q. "The advice obtained from Trowers and Hamlins is clear."
 10 I'm going to read it to you, it's in smaller print
 11 on this page:
 12 "KCTMO has advertised the contract as a Restricted
 13 Procedure, based on an estimated contract value of £8m
 14 to £10m. Tenderers are required to submit a price for
 15 undertaking the programme, and KCTMO is required to
 16 assess the tenders based on the price/quality criteria
 17 you have set out in the tender documents. The
 18 Restricted Procedure does not permit a contracting
 19 authority to undertake negotiations with the tenderers
 20 prior to contract award, and does not provide for the
 21 contracting authority to revise the tender document or
 22 for tenderers to submit revised 'best and final offers'.
 23 To do so would be a breach of the EU Regulations, even
 24 if you allowed all the tenderers to renegotiate their
 25 prices.

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1 "Your only EU compliant options are to assess the
 2 tenders and award the contract to the tenderer who
 3 scored the highest based on your price/quality criteria ,
 4 or not award the contract and run a new procurement
 5 exercise. If the contract allows it , you may run value
 6 engineering exercises with your selected tenderer, but
 7 only once the contract has been entered into .
 8 "In the event that there is a formal challenge we
 9 may be required to disclose some/elements of the formal
 10 reports so I suggest the references to 'value
 11 engineering' are removed for the moment.
 12 "I think the way forward is to enter into the
 13 contract for £9,249, 294 and then embark on the VE post
 14 award (so the award is on the basis if the published
 15 evaluation criteria). There will need to be some
 16 'informal' discussion with the preferred contractor
 17 prior to award so there is an understanding of the
 18 approach.
 19 "Views?"
 20 That's her email in full .
 21 Did you read the advice contained within the email
 22 I've just read to you from Trowers & Hamlins?
 23 A. Yes.
 24 Q. Did you understand it?
 25 A. Yes.

1 Q. Was there any part of that advice that was not clear to
 2 you?
 3 A. No.
 4 Q. In her final paragraph, you can see what she says, and
 5 I'm not going to re-read it to you.
 6 Did you inform Peter Maddison of Jenny Jackson's
 7 thoughts as to the way forward?
 8 A. I can't recall . I would expect that Peter may have had
 9 discussions with Jenny at this time. I don't know.
 10 Q. Did you think in your own mind that Jenny Jackson's
 11 approach as to the way forward, namely an "informal"
 12 discussion, might itself have been contrary to
 13 Trowers & Hamlins' advice?
 14 A. Yes.
 15 Q. You did? Yes.
 16 But as we've seen, in fact what happened is that you
 17 had not only discussions of the approach with Rydon, but
 18 discussions about actual figures by way of value
 19 engineering as part of your decision whether to award
 20 the contract to them at all . We've seen that .
 21 Was that not completely contrary to the clear legal
 22 advice that you received from Trowers & Hamlins and
 23 understood?
 24 A. It was.
 25 Q. Now, considering the documents that you have just seen,

1 do you agree that Rydon received preferential treatment?
 2 A. No.
 3 Q. Well, they were told that they were in pole position ,
 4 and they were given a chance to produce value
 5 engineering figures before notification in circumstances
 6 where the others were not. Does that not tell us that
 7 Rydon was given preferential treatment?
 8 A. No, it does tells us that we followed a process in
 9 assessing the tenderers to get to a preferred contractor
 10 status, and it tells us that we had identified
 11 a problem, we were looking -- we had taken legal advice,
 12 we were looking at a way to overcome the problem.
 13 I think it's quite clear .
 14 Q. Why did you not mention the fact that you had gone
 15 against Trowers & Hamlins' advice in the process of
 16 selecting Rydon in your first witness statement?
 17 A. I think I'd said previously I had forgotten all about
 18 this .
 19 Q. I'm going to --
 20 A. I had retired some -- this was two years, three years
 21 afterwards. I was trying to, in my statement, respond
 22 to the questions the Inquiry had asked me, and I was
 23 trying to do it as best as possible from memory. At the
 24 time, I had very limited access to information.
 25 Q. Even as late as 3 October, this month, this year,

1 two weeks ago --
 2 A. I knew at that time.
 3 Q. You knew at that time?
 4 A. Yes.
 5 Q. Yes, Mr Gibson, and I'm going to suggest to you that you
 6 didn't mention anything about going against
 7 Trowers & Hamlins' advice and conducting an improper and
 8 compromised process with Rydon because you knew it was
 9 wrong.
 10 A. No, because I knew it was -- I would be questioned on it
 11 here.
 12 Q. Can I ask you to go to your first witness statement,
 13 please, at page 14 {TMO00000887/14} and go to
 14 paragraph 72. You say there:
 15 "Rydon were appointed following a rigorous tender
 16 process conducted under the transparency of the public
 17 procurement exercise that is OJEU."
 18 Now, Mr Gibson, in light of the documents we have
 19 been looking at this morning and your evidence about it,
 20 can you still maintain that the tender process was
 21 rigorous and transparent?
 22 A. Yes.
 23 Q. How can you possibly maintain that it was rigorous and
 24 transparent --
 25 A. Okay, sorry --

1 Q. -- in the light of what you have told us about this
 2 morning?
 3 A. The tender process was rigorous. I make the point the
 4 tender -- assessing the tenders was a rigorous process.
 5 I agree that there wasn't full transparency because
 6 there had been an offline meeting to overcome a problem.
 7 Q. And saying that the process was conducted under the
 8 transparency of the public procurement exercise that is
 9 OJEU is utterly misleading because it was no such thing.
 10 A. I disagree.
 11 Q. Very well.
 12 Can we go to what happened a little later in March
 13 now, which is the approval by the TMO board. This is
 14 {TMO10031040}. These are the TMO board minutes from
 15 27 March 2014 and I would like to look with you, please,
 16 at page 2, item 2.
 17 I'm a bit too quick, it's my fault. Can we go back
 18 to page 1 because I just want to show you who was there.
 19 There is a large cast of those present. Do you see
 20 that?
 21 A. Yes.
 22 Q. And in attendance, Robert Black, Yvonne Birch, and
 23 underneath that, a little bit lower down,
 24 Mr Peter Maddison.
 25 Then if we go to where I wanted to go, which is

1 page 2 {TMO10031040/2}, item 2, here we see the heading
 2 "Grenfell Tower refurbishment", and Peter Maddison gave
 3 a progress report, and it says, if you look a little bit
 4 lower down, third line:
 5 "Rydons was the preferred contractor, and because
 6 there was a very tight perimeter on costs, we would work
 7 with them on the detail of their tender. In addition
 8 there was some further work to be done on the planning
 9 permissions, and the type of materials and cladding in
 10 order to contain costs. There would also be further
 11 work on energy, and it was hoped to attract some
 12 funding. When these two pieces of work were completed,
 13 it was hoped to carry out the contract within budget.
 14 It was recommended that we enter into a pre-contract
 15 arrangement with Rydons in order to progress the
 16 project."
 17 That was his report.
 18 Then we can see at the bottom that the board members
 19 raised some points, and the first of which is:
 20 "It was pointed out that there was a big difference
 21 in the prices being offered on page 83 ..."
 22 We don't need to see that, but that was the prices
 23 as a result of the bid:
 24 "However, Rydons was consistently lower."
 25 If we turn the page {TMO10031040/3}, at the top of

1 the page at point 2, it said:
 2 "It was queried why there was such a big deviation
 3 in tender prices, and whether Rydons had put in a low
 4 tender in order to obtain the contract. Confirmation
 5 was given that the pre-contract period was being
 6 recommended in order to look at these issues. It was
 7 queried whether this could be interpreted as being
 8 contractually committed. However, if we did not get
 9 within the budget, we would not be committed, but there
 10 was confidence that it would be possible to get the
 11 contract within budget."
 12 Then item 3:
 13 "It was queried whether we had confidence in Rydons'
 14 pricing, and confirmation was given that we had received
 15 a very detailed tender report which was also
 16 competitive."
 17 Then the decision is made at the bottom to award
 18 a pre-contract agreement to Rydon and to appoint them as
 19 contractor for the project, in reverse order to the way
 20 I've read that out.
 21 Now, it looked -- well, first of all, did you see
 22 these board minutes when they came out in the May of
 23 2014?
 24 A. No, they aren't generally circulated -- I wouldn't
 25 normally be -- they wouldn't normally be circulated to

1 me.
 2 Q. Did any of the executive team discuss the concerns that
 3 are recorded there with you?
 4 A. No.
 5 Q. Was there any concern elsewhere within the TMO that
 6 Rydon's pricing might have been too low?
 7 A. I wasn't aware of any.
 8 Q. Nobody seems to have told the board that the other
 9 tenderers had not been given the opportunity to value
 10 engineer or to discuss their approach informally, as you
 11 might put it. That's right, isn't it? There is no
 12 record of it, and my question is: to your knowledge, is
 13 it right that nobody on the board was told that the
 14 other tenderers had not been given the same opportunity
 15 to have these discussions as Rydon had?
 16 A. I don't know, I wasn't at the meeting.
 17 MR MILLETT: Mr Chairman, I've got a final topic or two,
 18 I think, which I think I can cover quite quickly. It
 19 would be sensible if I could try to.
 20 SIR MARTIN MOORE-BICK: Yes, all right.
 21 MR MILLETT: Can I turn to the topic of CDM Regulations.
 22 Can I go back to the contractor induction meeting of
 23 1 April 2014, first of all, and that's at {TMO10023253}.
 24 This is a document we've seen very many times now in the
 25 course of this module in this Inquiry.

1 If we look at how Keith Bushell, who is described
 2 there -- if we go down a little bit to item 1.4, top of
 3 the page {TMO10023253/2}:
 4 "The role of CDMC will be performed by KB of ART."
 5 So that's Keith Bushell of Artelia.
 6 When you saw these notes, did you understand what
 7 CDMC was?
 8 A. Yes.
 9 Q. What role did you understand the TMO had under the
 10 CDM Regulations 2007?
 11 A. We needed to appoint a CDMC, CDM co-ordinator, we were
 12 quite clear in that. I think prior to this I had met,
 13 some -- many months before, met Keith Bushell and
 14 I think he talked me through the process.
 15 Q. Who within the TMO was in charge of making sure that the
 16 TMO carried out its role under the CDM Regulations 2007?
 17 A. Who within the --
 18 Q. Who within the TMO? Who within the TMO was in charge or
 19 had responsibility for making sure the TMO carried out
 20 its own role under the CDM Regulations 2007,
 21 specifically in relation to the Grenfell Tower project,
 22 I should say?
 23 A. I think we all had a responsibility to ensure that
 24 a CDMC was appointed.
 25 Q. Right.

1 A. We knew that we needed to appoint one and we did appoint
 2 one. It was part of the original Artelia appointment.
 3 Q. Yes, it was.
 4 Could we then look at the progress meeting minutes
 5 for progress meeting number 16 of 22 October 2015.
 6 Those are at {TMO00830091/4}. On page 4 we see
 7 item 3.2, under the broader heading, "Contractors report
 8 & programme", and under 3.2 it has a heading "CDM". It
 9 says, "F10 - expires tomorrow". There is some more
 10 material about that we will be looking at with others.
 11 Then it says:
 12 "PMN [post-meeting note]: Under the 2015 regulations
 13 if the PD appointment finishes before the end of the
 14 works then the Principal Contractor takes on the PD
 15 role."
 16 That's principal designer role:
 17 "This means the Principal Contractor puts together
 18 the H&S [health and safety] file for the client. For
 19 discussion at the next progress meeting [in bold]."
 20 Mr Gibson, you were on the distribution list for
 21 these minutes. Did you read them at the time, do you
 22 think?
 23 A. Yes, I did, I was aware of the discussions. Can you
 24 remind me of the date of this?
 25 Q. Yes, 22 October 2015. So that's about --

1 A. Yes, I think we'd previous -- prior to this there were
 2 discussions in the background.
 3 Q. There were, and that's true, and my question was: did
 4 you read the minutes, and you said you did.
 5 My next question is: at this point -- so this is
 6 late-ish October 2015 and so after the 2015
 7 CDM Regulations had come into force --
 8 A. Yes.
 9 Q. -- what did you understand the TMO's CDM Regulations or
 10 obligations under those regulations to be at that time?
 11 A. That the CDMC co-ordinator role was being deleted and we
 12 needed to appoint a principal designer, I think.
 13 Q. Whose obligation at that time was it or sphere of
 14 responsibility within the TMO to make sure that the TMO
 15 complied with the updated or amended CDM Regulations?
 16 A. Erm --
 17 Q. Or replaced, the new CDM Regulations.
 18 A. Right. It was clear that the client had the
 19 responsibility, so myself or Peter, but it was clear
 20 that we were in a difficult position because of the
 21 change in the rules. We were aware that others had
 22 effectively dealt with this with projects on site by the
 23 CDMCs becoming the principal designer role, but for
 24 whatever reason Artelia didn't offer us that service,
 25 and I'm still not sure why they were unable to provide

1 that.
 2 Q. Let's then look at the next progress meeting, which is
 3 number 17. This one was 16, and we go to 17. That's
 4 17 November 2015 at {TMO10011410}.
 5 If we go first of all to the first page of that, we
 6 can see the date, and we can see that you were in
 7 attendance as the second attendee down on the list.
 8 If we can turn, please, to page 2 {TMO10011410/2}
 9 and look at item or paragraph 2.8, we can see that
 10 discussion took place about the CDM Regulations, and
 11 there we can see it says:
 12 "CDM Regulations 2015 - AM noted the PMN
 13 [post-meeting note] on previous minutes. Copied here
 14 for completeness."
 15 Then they're set out.
 16 Then it goes on to say:
 17 "It was agreed that Rydon are not the PD (Principal
 18 Designer) under the CDM Regulations 2015. The TMO as
 19 the client are to undertake this role."
 20 If we just turn the page {TMO10011410/3}:
 21 "It was further agreed that Rydon would be
 22 responsible for collating and presenting the H&S File
 23 and information in accordance with the Employer's
 24 Requirements and the PCI and present to the TMO as PD."
 25 Now, working one's way through the acronyms as best

1 one can there, is it right that, as a consequence of the
2 change in the regulations, unless a principal designer
3 was appointed, the client, namely the TMO, would become
4 the principal designer?

5 A. Correct.

6 Q. And this minute is recording that Rydon were to present
7 the health and safety file for the building to the TMO
8 as a principal designer; in other words, the TMO would
9 receive it in its capacity as principal designer. Is
10 that what was discussed?

11 A. Yes, we were uncomfortable with being the principal --
12 taking on the principal designer role. I don't think we
13 were well advised at that time by Artelia. We had asked
14 them, they had said they couldn't do it; we had been
15 pointed in the direction of Rydon, they said they
16 couldn't do it; I think we asked Studio E, I might be
17 wrong on who we asked -- we asked a number of people,
18 and we also asked people from our now in place framework
19 consultants whether they could take on the role, and
20 no one was willing to take on the role. So we didn't
21 have another option.

22 Q. Can I ask you to look at Peter Maddison's second witness
23 statement, to see what he says about this. This is
24 {TMO00847337/9}, and he says at paragraph 40 on page 9,
25 halfway down that paragraph:

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1 "The TMO therefore took on the role and it was
2 explained to me by David Gibson that the role would sit
3 with TMO by default and would be a technicality."

4 Did you tell Peter Maddison that the role of
5 principal designer would be a technicality?

6 A. Yes, I think I explained to him fully the situation.
7 The attempts we had made to appoint the -- appoint
8 a principal designer -- we didn't wish to undertake the
9 role, we weren't being supported by others. There had
10 been discussions about and advice given, but I can't
11 recall who gave advice, whether it was Artelia, but in
12 discussions with Claire I was aware that there was
13 advice given that if it was agreed that the design was
14 fundamentally complete, there was less risk to us taking
15 on the role, and it was on that basis that we
16 reluctantly took on the role.

17 Q. You I think have answered my question yes, you did tell
18 Peter Maddison that the role would be a technicality.

19 A. Mm-hm.

20 Q. It's a regulatory requirement, isn't it?

21 A. Yes.

22 Q. So why did you describe it as a technicality? I'm not
23 saying you can't have technical regulatory requirements,
24 Mr Gibson, far from it, but why did you describe it as
25 a technicality?

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1 A. Because we were uncomfortable taking on the role, no one
2 else would take on the role, and we had to take it by
3 default.

4 Q. I understand --

5 A. Yeah.

6 Q. -- both of those parts of that answer.

7 A. Yeah.

8 Q. My question really is: why did you use the word
9 "technicality"? Why did you give Mr Maddison the
10 impression that it would be a technicality?

11 A. I can't remember what words I used. I think I had made
12 him fully aware of the position we were in.

13 Q. Right. Because using the word "technicality" would
14 rather suggest that it wasn't terribly important.

15 A. I think it was very important.

16 Q. Right.

17 Now, we've looked at whether the TMO actually
18 received a health and safety file for the building from
19 Rydon previously with other witnesses.

20 Was there ever, as far as you were aware, a health
21 and safety file held by the TMO that met the relevant
22 regulatory requirements?

23 A. A health and safety file, whilst it should be compiled
24 as the job proceeds, isn't normally handed over until
25 completion or after completion, so that all the

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1 paperwork is in place. I think when I left the TMO, we
2 hadn't reached that position, so I wouldn't know whether
3 the TMO had one or not.

4 Q. Just to be clear for those listening, you left the TMO
5 on 30 June --

6 A. That's correct.

7 Q. -- 2016.

8 A. Yes.

9 Q. That was before the certificate of practical completion
10 that was issued, I think, in respect of the
11 refurbishment.

12 A. Correct.

13 Q. Nonetheless, were you aware before you left, so between
14 October 2015 and the end of June 2016, that the TMO as
15 principal designer had a regulatory responsibility to
16 review, update and revise the health and safety file
17 from time to time?

18 A. Yes, but I thought there had been an understanding at
19 some time that Artelia would assist in that process.

20 I may be wrong, my memory may be playing tricks on me,
21 but I seem to remember seeing a post-meeting note on the
22 minutes giving that information.

23 Q. Well, we're going to cover that with other witnesses,
24 but I just want your evidence.

25 A. Yeah.

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1 Q. Were you personally aware that the TMO, as principal
 2 designer, had a responsibility under the CDM Regulations
 3 to review, update and revise the health and safety file
 4 from time to time as a continuing process?
 5 A. Yes.
 6 Q. Can you explain why, to your knowledge, the health and
 7 safety file, such as there ever was, was not reviewed,
 8 updated and revised?
 9 A. I think I've explained the circumstances. I think I've
 10 answered that --
 11 Q. Right.
 12 A. -- already.
 13 Q. When the TMO took on the role of principal designer, as
 14 we can see they did -- reluctantly, uncomfortably, I can
 15 understand, as you've told us -- did they not satisfy
 16 themselves of precisely what their statutory obligations
 17 were and go about satisfying them?
 18 A. We were the named principal designer, but my
 19 understanding was that Artelia had at one point agreed
 20 to assist in that process. So, yes, in terms of
 21 regulation, it was our role, but we had been offered,
 22 I believe, some assistance.
 23 Q. In fact, what happened -- and I can take this shortly --
 24 is that Rydon took on the role of completing the health
 25 and safety file, and my question for you is: what steps

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1 did you take to ensure that the TMO, as the principal
 2 designer, kept tabs on Rydon's work in producing the
 3 health and safety file?
 4 A. I think I've already explained that. It hadn't been --
 5 and I think normally it is the case it isn't put
 6 together until the end of the contract, although it
 7 should be put together as soon as you have the
 8 information that's available. So it should be
 9 happening, but generally it doesn't happen until the end
 10 of the process.
 11 MR MILLETT: Thank you.
 12 Mr Chairman, I have come to the end of my prepared
 13 questions, and I suspect it is also an appropriate time
 14 for a break.
 15 SIR MARTIN MOORE-BICK: It is, but I would just like
 16 a little bit more help from Mr Gibson on this last
 17 point.
 18 Did anyone within the TMO, as far as you can
 19 remember, actually take the trouble to identify what the
 20 obligations of the principal designer were?
 21 A. I think I was generally aware of the obligations.
 22 I think we were all aware of the obligations, and we
 23 were trying to find a way of achieving the desired
 24 outcome.
 25 SIR MARTIN MOORE-BICK: So should I understand that,

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1 although you were aware that the file should be compiled
 2 and updated as the work progressed --
 3 A. Yeah.
 4 SIR MARTIN MOORE-BICK: -- you accepted, in a sense as
 5 a fait accompli, that you wouldn't actually receive
 6 a file or there wouldn't be a file until the end of the
 7 work?
 8 A. I've never had a file before the end of work.
 9 SIR MARTIN MOORE-BICK: All right. Thank you.
 10 Do you want to follow up on that?
 11 MR MILLETT: I might, Mr Chairman, but in order to do that,
 12 I think I need a document. I do need a document.
 13 SIR MARTIN MOORE-BICK: Well, shall we take a break at this
 14 point in any event?
 15 MR MILLETT: Yes.
 16 SIR MARTIN MOORE-BICK: Otherwise you think you have reached
 17 the end of your questions?
 18 MR MILLETT: Yes, I have. But we were going to take a
 19 slightly longer break, because there are others who
 20 want --
 21 SIR MARTIN MOORE-BICK: When you say slightly longer, what
 22 are you suggesting?
 23 MR MILLETT: 30 minutes.
 24 SIR MARTIN MOORE-BICK: 30 minutes?
 25 MR MILLETT: Yes.

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1 SIR MARTIN MOORE-BICK: All right.
 2 Well, Mr Gibson, we normally do have a break, not
 3 only because it's the middle of the morning, but because
 4 at this point counsel needs an opportunity to consider
 5 whether there are any further questions that ought to be
 6 asked, and whether any questions have come in from
 7 elsewhere that we need to put to you.
 8 We don't usually take half an hour, but I think, on
 9 this occasion, we will do that. So we will resume at
 10 12 o'clock, please.
 11 I must ask you again not to talk to anyone about
 12 your evidence or anything relating to it while you're
 13 out of the room.
 14 THE WITNESS: Okay, thank you.
 15 SIR MARTIN MOORE-BICK: Thank you very much. Would you go
 16 with the usher, please.
 17 MR MILLETT: Mr Chairman, I should just mention for the
 18 benefit of those listening that I had made it clear to
 19 them that I thought it was appropriate that we would,
 20 with the TMO witnesses, take a slightly longer break, so
 21 that others who had more direct relationships with them
 22 could give us relevant questions.
 23 SIR MARTIN MOORE-BICK: Good. Very well. Anyway, there it
 24 is. I will say 12 o'clock.
 25 MR MILLETT: Thank you.

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1 (11.30 am)
2 (A short break)
3 (12.00 pm)
4 SIR MARTIN MOORE-BICK: Right, Mr Gibson. Well, we will see
5 if Mr Millett's found some more questions for you.
6 Yes, Mr Millett.
7 MR MILLETT: Yes, Mr Chairman, thank you.
8 One or two, Mr Gibson, so this won't take terribly
9 long.
10 The first question I want to ask you is about the
11 scoring of the tender that we have been discussing, and
12 you remember that some residents were involved or were
13 to be involved in the scoring process?
14 A. Yes.
15 Q. Now, that's a topic that may very well be revisited
16 later in this Inquiry, but while I have you here, there
17 is a short question.
18 You say in your first statement at paragraph 52
19 {TMO00000887/11}, if I can just have that up, that two
20 leaseholders were involved in the tender review process,
21 the first of which is Pily Burton, flat 165, now
22 deceased. Mr Nicholas Burton, her husband, says in his
23 statement that he has no recollection of her being
24 involved.
25 My question is only this: are you quite sure that

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1 Pily Burton was involved in the scoring process?
2 A. We had two leaseholders -- it was actually the PQQ
3 process as opposed to the tender process, so it was the
4 first part of the process -- who had been nominated from
5 our leasehold section as leaseholders who were
6 interested in taking part or being involved in forums,
7 et cetera, and two leaseholders attended. I think I was
8 provided these names. I cannot remember the names of
9 the people who were there, but there were two people.
10 Q. Right.
11 A. Yeah.
12 Q. You can't remember, in fact, whether it was Pily Burton
13 or perhaps somebody else?
14 A. I don't recall the names.
15 Q. Right, okay.
16 Just while I'm on that topic -- and, again, it's
17 something we will likely revisit at Module 3 -- were you
18 involved in deciding which aspects of the tenders
19 residents would be involved in scoring?
20 A. I think we had a discussion about it, so I would have
21 been involved in a discussion as to what was most
22 appropriate.
23 Q. What was the basis on which the aspects they would be
24 involved in was decided?
25 A. The likely technicalities of the contractor's response.

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1 Q. Can I then go to a different question, in relation to
2 the TMO taking on the role of principal designer.
3 When the decision was made, in the circumstances you
4 have already described, in the October of 2015 to take
5 on the role of principal designer, what stage in the
6 construction had been reached on the Grenfell Tower
7 project, can you recall?
8 A. Well, we were now in an extended contract period.
9 I can't remember exactly. I expect the cladding had
10 largely been completed. I don't know. I would have to
11 look at the contractor's programme to assess its --
12 Q. Can you recall or give us a feel for how much of the
13 construction remained outstanding?
14 A. No. 15/20% possibly, but it's -- you know,
15 I couldn't -- I could well be inaccurate on that.
16 Q. When the role was taken on, did you give any thought to
17 how much design work would be required at that stage of
18 the process?
19 A. Yes, there had been discussions in that it was now
20 construction that was going on, the design had --
21 I think the term used was "fundamentally complete" at
22 that stage.
23 Q. Yes, that's a term that I think Claire Williams has used
24 in her evidence.
25 A. Yes.

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1 Q. You say it was a term that was used.
2 A. Yes.
3 Q. Was that a term used generally in the TMO at this
4 time --
5 A. No.
6 Q. -- to describe a project?
7 A. No.
8 Q. Right.
9 A. But it was a term -- it was terminology that had been
10 advised, I think, by someone in meetings with Claire as
11 to: if we agree that -- if it's agreed that the design
12 is fundamentally complete, it will lessen our risk in
13 terms of taking on the reluctant role we took on.
14 Q. In what aspects wasn't it complete?
15 (Pause)
16 A. I think it was complete.
17 Q. Okay.
18 A. But I may be wrong, but ...
19 Q. We can explore that perhaps with Ms Williams when she
20 comes to give evidence.
21 Finally, on the question of health and safety
22 generally, who was the person at a senior-most level in
23 the TMO -- in other words, on the TMO's board -- who was
24 responsible for health and safety matters?
25 A. Well, I think there's a chain of command through the

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1 health and safety department to various managers, on to
 2 the executive team, and then I'm assuming ultimately
 3 Robert Black.
 4 Q. Right. Did the person -- you say Robert Black. Did
 5 Robert --
 6 A. I'm just trying to follow the chain of command.
 7 Q. Certainly. But was there any particular member of the
 8 TMO board who was specifically charged with the
 9 responsibility for health and safety matters generally?
 10 A. I don't know.
 11 Q. Do you know whether there was any person on the TMO
 12 board -- in other words, at directors level -- who was
 13 charged with health and safety responsibilities in
 14 respect of the Grenfell Tower project itself?
 15 A. I don't know.
 16 Q. Is that not something that you ever thought about?
 17 A. I didn't.
 18 Q. Well, Mr Gibson, thank you. Those are my questions.
 19 It remains for me to thank you, and I have one
 20 remaining question as well, and it's a question that we
 21 tend to ask people in positions of particular
 22 responsibility.
 23 We have been through a day and a half's evidence
 24 now, looking back on a number of months and years of
 25 what happened. My question to you is this: looking back

1 on it, is there anything that you think you should have
 2 done differently?
 3 A. I think, with the benefit of hindsight, when I raised
 4 the query about the insulation and got the assurance
 5 I received, I would have liked to have followed that up.
 6 MR MILLETT: Right.
 7 Well, Mr Gibson, I have no further questions for
 8 you. It remains for me to thank you --
 9 THE WITNESS: Thank you.
 10 MR MILLETT: -- for coming to assist us with our enquiries
 11 and answering my questions, so thank you very much.
 12 THE WITNESS: Thank you.
 13 SIR MARTIN MOORE-BICK: Mr Gibson, I would add my thanks to
 14 those of Mr Millett. It's been very helpful to hear
 15 your evidence, and we're all very grateful to you for
 16 coming along to tell us what you know.
 17 THE WITNESS: Thank you.
 18 SIR MARTIN MOORE-BICK: Thank you very much, and you're now
 19 free to go.
 20 THE WITNESS: Thank you.
 21 SIR MARTIN MOORE-BICK: Thank you.
 22 (The witness withdrew)
 23 SIR MARTIN MOORE-BICK: Now, Mr Millett, you have another
 24 witness, but I think we need to rise for a couple of
 25 minutes for housekeeping purposes, don't we?

1 MR MILLETT: Yes, Mr Chairman, there is a cleaning process
 2 that has to happen, I am afraid. I'm told that normally
 3 takes about five minutes, but I'm in your hands.
 4 SIR MARTIN MOORE-BICK: Well, you send someone to come and
 5 get us when you are ready, I think that's best.
 6 MR MILLETT: Very well. It's likely to be about
 7 five minutes, for others watching, so they can tune back
 8 in again.
 9 SIR MARTIN MOORE-BICK: That'll be fine. Thank you very
 10 much.
 11 (12.10 pm)
 12 (A short break)
 13 (12.20 pm)
 14 SIR MARTIN MOORE-BICK: Yes, Mr Millett.
 15 MR MILLETT: Mr Chairman, I now call Ms Claire Williams,
 16 please.
 17 SIR MARTIN MOORE-BICK: Thank you very much.
 18 MS CLAIRE WILLIAMS (affirmed)
 19 SIR MARTIN MOORE-BICK: Thank you very much, Ms Williams.
 20 Sit down and make yourself comfortable.
 21 Yes, Mr Millett.
 22 Questions from COUNSEL TO THE INQUIRY
 23 MR MILLETT: Mr Chairman, thank you.
 24 Ms Williams, good afternoon.
 25 A. Good afternoon.

1 Q. Can I start by thanking you very much for attending
 2 the Inquiry and assisting us with our investigations.
 3 We are extremely grateful to you.
 4 The questions that I'm going to ask you are intended
 5 to be short and simple; sometimes they don't work out
 6 that way. If there is a question you don't understand,
 7 I can put it again or I can put it in a different way.
 8 Can I also ask you to keep your voice up, so that
 9 the transcriber, who sits to your immediate right, can
 10 get down what you are saying. On that point, if you nod
 11 or shake your head, that doesn't go on the transcript,
 12 so you have to say "yes" or "no" as the case may be.
 13 We will take scheduled breaks. We will stop at
 14 about 1 o'clock or so for the lunch break, and we will
 15 take a break in the afternoon, and when it comes to
 16 Monday, we will take a break in the morning and the
 17 afternoon as well, but if you need a break at any other
 18 time, please just indicate and we can do that.
 19 Now, on your desk are a number of statements to
 20 the Inquiry. You have made, I think, quite a number.
 21 We're going to be looking at five of them, which address
 22 the issues in Module 1, and they'll appear on your
 23 screen, as well as in the hard copy in the file if you
 24 need to look at that. Most of the time, or certainly
 25 from my perspective all of the time, we will be looking

1 at what's on the screen, and it may be sensible to keep
2 following that.

3 Can we start with your first statement, which is
4 dated 15 February 2019, that's at {TMO00840364}. I'm
5 going to call that your February 2019 statement. That's
6 your first statement, and I think your longest.

7 If we go to {TMO00842312}, that's your
8 September 2019 statement. Is that that statement?

9 A. It has no date on it, but I assume so. I presume the
10 date is right at the bottom somewhere.

11 Q. Okay.

12 Then we have the two statements in January 2020.
13 {TMO00863359}, if we could have that up, that's dated
14 14 January 2020. The next one is {TMO008536797}, which
15 is dated 20 January, and we will call that the
16 20 January 2020 statement, and that's there as well.

17 Finally, your fifth one for this purpose is dated
18 23 February 2020, that's {TMO00866580}. If we could
19 just have that up. That's dated 23 February 2020. Can
20 you just identify that formally for us.

21 Are those statements that I've shown you your
22 statements?

23 A. From the front page, I believe them to be so, yes.

24 Q. Yes. Well, we will be looking at the rest of them in
25 due course.

1 Have you read those statements recently?

2 A. I have.

3 Q. And subject to some corrections I'm going to put to you
4 in a moment, can you confirm that they're true?

5 A. Yes.

6 Q. Now, can we go first, please, to {TMO00863359/3}, which
7 is your 14 January statement, and I want to look at
8 paragraph 14 of that, please. You cite a document
9 reference there, which is {ART00004531}. Now, we
10 understand that that's a wrong reference and that you
11 wish to correct the reference to {ART00006195}, that's
12 what we have been told. Is that correct?

13 A. I haven't had access to these documents, I think they
14 were numbered by the Inquiry, so I don't know --

15 Q. They have been. You're referring there -- and we will
16 come to it in due course in your evidence -- to the
17 formal advice to the TMO about the abolition of the CDMC
18 role. Perhaps I should just show you the document so we
19 can correct it. {ART00006195}, please. I just want to
20 get this right at the start of your evidence.

21 Is that the document you were intending to refer to?
22 It's an email of 25 September 2015 from Simon Cash to
23 Paul Burrows.

24 A. Can I see the previous screen, please?

25 Q. Certainly.

1 A. Yes, the one with the document reference.

2 Q. Of course, {TMO00863359/3}.

3 A. So paragraph 14 says Paul Burrows of Artelia replied to
4 me. Can I see the email again, please?

5 Q. Yes, it's {ART00006195}.

6 A. This isn't to me, so I don't know ...

7 Q. Right. Well, we have been told that that is what you
8 want to refer to, and this is an email from Simon Cash
9 to Paul Burrows. Perhaps there is one lower down.
10 Perhaps we should scan down to page 2 {ART00006195/2}
11 where you do see an email from Paul Burrows to you.

12 A. Yes, that looks more like --

13 Q. Right. My fault, I took you to the wrong --

14 SIR MARTIN MOORE-BICK: Shall we just see the relevant part
15 of the text?

16 MR MILLETT: Yes, we can certainly do that. It says:

17 "Hi Claire,

18 "Under CDM 2015 the CDMC role terminates at close of
19 5th October. The role of CDMC has been abolished, and a
20 new role created - that of Principal Designer."

21 Was that the email you were wanting to refer to?

22 A. Yes, that's the right document.

23 Q. Right.

24 The paragraph 14 that we have been looking at in
25 this statement is identical in the later January

1 statement, the 20 January statement, also at
2 paragraph 14. Would it follow that you also have to
3 correct that reference in that statement?

4 A. Yes.

5 Q. Yes, thank you very much.

6 So, save for those corrections, I think you have
7 confirmed that the contents of those five statements are
8 true.

9 Can I ask you, have you discussed those statements
10 or your evidence with anybody before coming here today?

11 A. No.

12 Q. I'm going to begin the substantive topics, then,
13 Ms Williams, if I may, with looking at your background,
14 qualifications and experience.

15 First of all, I would like to start with your work
16 history.

17 It's right, I think, that you joined the TMO on
18 9 September 2013, isn't it?

19 A. Yes.

20 Q. The role that you took up was project manager.

21 A. Yes.

22 Q. And you sat within the asset and regeneration team.

23 A. Yes.

24 Q. Just looking at the wider context of the state of the
25 Grenfell Tower project when you started, just correct me

1 if any of this is wrong: is it right that the OJEU
 2 tender was running for a main contractor for the
 3 Grenfell Tower project?
 4 A. I'm not quite sure at the date that it started.
 5 Q. Right.
 6 A. It was due. I don't know the date that it was actually
 7 started, but that was always the plan.
 8 Q. I see, all right, but it was certainly due?
 9 A. Yes.
 10 Q. I think in fact the tender was already at the PQQ stage.
 11 A. Yes, sorry, I had forgotten.
 12 Q. No, all right.
 13 Did you know that some appointments had already been
 14 made for the project, for example Studio E and Artelia?
 15 A. Yes.
 16 Q. Can we look at your February 2019 statement at page 2
 17 {TMO00840364/2}. I want to go to paragraph 10 on that
 18 page, please. You say in paragraph 10:
 19 "I have a diploma in Maintenance Management and have
 20 worked all my career in housing for either local
 21 authorities or housing associations, concerned with
 22 maintenance, repairs and regeneration projects. I also
 23 worked on some new build and refurbishment works."
 24 When did you get your diploma?
 25 A. It was when I was working for the London Borough of

1 Haringey, so between 1983 and 1992.
 2 Q. Do you remember when in those years you got the diploma?
 3 A. It would be towards the end, probably 1990, if I was to
 4 have a guess.
 5 Q. Can you give us a sense of the sorts of things that you
 6 learnt on your diploma?
 7 A. It was an Institute of Building diploma in maintenance
 8 management. It had a section on basic technical
 9 understanding. It had a section, I believe, in
 10 structural legal issues. It was equivalent of an HNC,
 11 but in all honesty it was a little while ago. But it
 12 covered a little bit of technical, a little bit of
 13 legal, and perhaps ancillary matters related to
 14 construction.
 15 Q. And of the basic technical understanding that you learnt
 16 on that, can you give us a sense of what that contained?
 17 What sort of technical issues or questions did it cover?
 18 A. It was maintenance-orientated, so it would be about the
 19 naming of parts, it would have been about how
 20 a foundation works, how a roof works, how walls and
 21 external structure work. As I say, it was
 22 maintenance-orientated.
 23 Q. Right, management-oriented.
 24 Did you ever get any education within the diploma on
 25 the Building Regulations?

1 A. It would have referred to them, but I think it was
 2 over -- done over six months as a sort of day release or
 3 something like that, so it was an overview rather than
 4 specific detail.
 5 Q. Did you ever get any education on the approved documents
 6 that formed part of the Building Regulations?
 7 A. No, not as part of that arrangement.
 8 Q. Not as part of that, okay. Did you ever get any
 9 education on the approved documents?
 10 A. No, but I obviously have an awareness that they exist.
 11 Q. Yes. All right.
 12 Can we look at your February 2019 statement,
 13 {TMO00840364/7}, and look, please, at paragraph 35. You
 14 say there:
 15 "I personally had previous experience of project
 16 managing refurbishment works from a client/landlord
 17 perspective but I had no previous experience of works
 18 involving cladding."
 19 You also say later in your statement -- and it's
 20 paragraph 71 {TMO00840364/13}, I don't think we need to
 21 turn it up -- you never had any involvement or technical
 22 understanding of cladding work; is that right?
 23 A. Yes.
 24 Q. Now, you say, as you do, you had previous experience of
 25 project managing refurbishment works. I just want to

1 understand a little bit more about those projects.
 2 What were those refurbishment projects? Can you
 3 list some?
 4 A. I worked on what they called the rough sleepers
 5 initiative.
 6 Q. Right.
 7 A. Which was effectively bringing voids back into -- empty
 8 properties back into use. So it would be street
 9 properties, houses on streets, where the properties are
 10 empty, they would be stripped, they would be refurbished
 11 and so made suitable for rough sleepers.
 12 I've done small-scale projects, which I would say
 13 would be a house that may be becoming three flats.
 14 Again, they were all totally empty. They were
 15 refurbished perhaps for special client groups,
 16 for example supported housing.
 17 And I think the largest one I've worked on was one
 18 when I worked in the development department, which was
 19 the refurbishment of an old house -- a nurses' housing
 20 scheme. That was the largest one I've done. Again, it
 21 was empty and we brought it back into use. It was
 22 a building that had been in poor condition.
 23 Q. On the largest or most significant of those projects you
 24 have just identified, what was your role?
 25 A. It would have been project manager for the client.

1 Q. So was that a formal title as well as a functional role?
 2 A. I'm trying to remember what the title was. I would say
 3 it would be project manager, but it was only a project
 4 manager in terms of the client. So it would be briefing
 5 the housing management teams to when the properties were
 6 due to be completed so that they could then get people
 7 straight in. It would be about consulting with the
 8 in-house teams about finishes or any specific
 9 requirements, for example.
 10 Q. I see.
 11 A. I don't know, additional sockets or something of that
 12 sort.
 13 Q. Your largest project, the nurses' housing scheme that
 14 you just referred to, can you give us a date which would
 15 indicate when that was?
 16 A. It was when I was at Circle, so it would have been from
 17 1992 on. I honestly don't know. I would say between
 18 1995 and 2000.
 19 Q. I see.
 20 A. But it's best guess.
 21 Q. Now, am I right in thinking that, before you joined the
 22 TMO in the September of 2013, a large part of your
 23 career was focused on maintenance and repair of
 24 properties?
 25 A. I had also worked probably for 15 years in housing

1 development, which is working as project manager on
 2 new-build developments, so small estates, small blocks
 3 of properties, but where another part of the
 4 organisation had acquired the site and I would then take
 5 the contract on site.
 6 Q. Had any of those projects involved a high-rise block of
 7 flats?
 8 A. No.
 9 Q. Would you say this is fair -- or maybe it's not, I don't
 10 know, tell me -- but the refurbishment projects were not
 11 the major part of your career history before you joined
 12 the TMO?
 13 A. No, they were not.
 14 Q. They were not?
 15 A. No.
 16 Q. I just want to ask you some questions about what you
 17 knew about David Gibson. Can we stick with your
 18 February 2019 statement and going to page 2
 19 {TMO00840364/2}. I want to look at paragraph 9, where
 20 you set out your work history.
 21 You say there that you worked for Circle Housing
 22 Trust between 1992 and 2002, and then the Circle Housing
 23 Group from 2008 to 2013. That's correct, isn't it?
 24 A. Yes.
 25 Q. Did the Circle Housing Group become something known as

1 the Old Ford Group or association?
 2 A. No, Circle Housing Group became Circle Anglia. It
 3 amalgamated.
 4 Q. I see.
 5 Now, David Gibson told us in his evidence that he
 6 knew you and had worked with you at Circle 33; is that
 7 right?
 8 SIR MARTIN MOORE-BICK: Sorry, would you forgive me
 9 a minute? I just want to have a quick word with -- ah,
 10 it's all right.
 11 MR MILLETT: Yes, there is a noise.
 12 SIR MARTIN MOORE-BICK: Would you put the question again?
 13 MR MILLETT: Yes, certainly.
 14 SIR MARTIN MOORE-BICK: Thank you.
 15 MR MILLETT: David Gibson told us in his evidence that you
 16 had worked with him while you were at Circle 33; is that
 17 correct?
 18 A. Yes.
 19 Q. Can you give us the years when you worked with him at
 20 Circle 33?
 21 A. We were in different departments, so it would have been
 22 between 1992 -- and I don't know if he was there until
 23 2002, but it would have been in that timeframe. But we
 24 were in different departments in different buildings, so
 25 we coincided on a project, I suspect.

1 Q. He also said that you had worked together at Old Ford,
 2 but I think you are saying that's not right, or is that
 3 right?
 4 A. No, Old Ford is part of Circle Housing Group. It was
 5 one of the components of Circle Housing.
 6 Q. Did you work with him within Old Ford?
 7 A. He managed a department. I worked in a regeneration
 8 team, and he managed the department that the team fell
 9 under.
 10 Q. Right. So would it be fair to say that before you
 11 joined the TMO, you knew David Gibson professionally
 12 quite well?
 13 A. I wouldn't say quite well; I had worked with him in
 14 several employs, yes.
 15 Q. Okay. And on several or different projects?
 16 A. Different projects, yes.
 17 Q. Yes.
 18 Now, turning to the question of your arrival at the
 19 TMO, we know that David Gibson started his role in late
 20 February 2013, 25th to be exact. You started on
 21 9 September 2013. He told us that you had been told by
 22 him that there was an opportunity to apply for a role at
 23 the TMO; is that right?
 24 A. Yes.
 25 Q. Were you invited to apply by the TMO?

1 A. David mentioned it. I was being made redundant from the
 2 post I was in, so I put an application in to the agency
 3 that was advertising the job.
 4 Q. I follow. I follow.
 5 Were you interviewed?
 6 A. By the agency, yes, and then formally by the TMO.
 7 Q. When you were interviewed by the TMO, were you
 8 interviewed by David Gibson?
 9 A. Yes.
 10 Q. Did he lead the interview?
 11 A. No, it was Peter Maddison was there as well.
 12 Q. Who else interviewed you apart from Peter Maddison and
 13 David Gibson?
 14 A. Nobody.
 15 Q. I see.
 16 Were you asked during your interview or at any stage
 17 during your recruitment process about your experience in
 18 major works involving construction projects?
 19 A. Yes, I was.
 20 Q. What did you say?
 21 A. I had obviously aligned my CV to that, to say that I had
 22 worked on larger-scale projects, and the previous job
 23 that I was being made redundant from involved -- it was
 24 titled regeneration but it was actually enhanced
 25 cyclical, where there was -- we were working on probably

1 seven or eight blocks at a time, doing external works
 2 and communal works, it involved a lot of resident
 3 liaison work, and that they were major in terms of the
 4 cost. They were -- I think it was 55 million over
 5 six years was the headline for the schemes.
 6 Q. What was that project, the regeneration project that you
 7 have just told us about?
 8 A. It was the regeneration of an estate in Tower Hamlets.
 9 Q. Could you give us its name?
 10 A. It was called Parkside.
 11 Q. Parkside?
 12 A. Yeah.
 13 Q. Right, I follow.
 14 Were you asked about your experience on Parkside,
 15 and perhaps other projects too, acting as client or
 16 employer on construction projects?
 17 A. I was asked about what the works entailed and how
 18 I dealt with them as part of my role.
 19 Q. But specifically, were you asked about your experience
 20 as client, in other words somebody who had retained
 21 professionals?
 22 A. Not particularly in relation to that project, but
 23 obviously in relation to my whole career, because I had
 24 four housing associations act as client on behalf of
 25 them for the new-build schemes I worked on.

1 Q. Now, you told us you hadn't had any experience of
 2 refurbishment of tower blocks. Does it follow that you
 3 had had no experience of a project involving the
 4 re-cladding or overcladding of a tower block?
 5 A. I have never worked on a re-clad at all, on
 6 a cladding --
 7 Q. Were you asked that at the interview by David Gibson or
 8 Peter Maddison?
 9 A. I don't remember.
 10 Q. Did the subject come up at all during the interview?
 11 A. I don't remember.
 12 Q. Now, I don't think we need to look at it, but in your
 13 February 2019 statement you say that the role that you
 14 were being interviewed for required experience of
 15 working with residents in situ because the refurbishment
 16 for Grenfell Tower was going to happen with the
 17 residents in occupation. Was that a particular point
 18 that came up in the interview?
 19 A. Very much so, and my previous experience had been -- the
 20 scheme I've just described in Tower Hamlets was a lot of
 21 work with residents where they were being asked to pay
 22 for works, so I'd been involved in lots of resident
 23 meetings, providing residents with information, and it
 24 was a major part of the job -- whichever part of the
 25 role they were interviewing for, it was definitely

1 a major part of the job.
 2 Q. And you were obviously successful in the application.
 3 To your understanding, was the main reason that you
 4 were successful your experience and skill in working
 5 with residents in a refurbishment where they remained in
 6 occupation?
 7 A. I don't know, I didn't ask.
 8 Q. But did you understand that that might have scored
 9 a hit?
 10 A. I was interrogated on it, so possibly that was
 11 important, but I didn't ask after the event.
 12 Q. All right.
 13 Can we then turn to your knowledge and training on
 14 fire and health and safety matters.
 15 As at September 2013, when you joined the TMO, had
 16 you had any training in fire safety?
 17 A. I at one point was a fire marshal, so I had been out in
 18 the car park with a carbon monoxide canister.
 19 Q. But had you had any training?
 20 A. No, not specifically.
 21 Q. So do we take it that you had no training or technical
 22 education on fire safety with regard to a building
 23 owner's or a responsible person's obligations under the
 24 Fire Safety Order 2005, otherwise known as the
 25 Regulatory Reform Order?

1 A. Yes, I haven't had training in that.
 2 Q. Did you have, leaving aside a formal education on those
 3 matters, a working knowledge or familiarity of
 4 fire safety in residential buildings?
 5 A. I would be aware that there would be requirements and
 6 that I would hope I would be able to identify the people
 7 in my organisation who would manage those.
 8 Q. Right.
 9 From 2005 onwards, did you have any detailed
 10 knowledge or experience or familiarity with the
 11 legislation and regulations under the Fire Safety Order?
 12 A. No.
 13 Q. Had you done any health and safety training?
 14 A. In my last -- well, I think in my last employments there
 15 had been a lot of e-learning, so there may have been
 16 some health and safety training in those, which would be
 17 very generic.
 18 Q. Did you ever receive any education, formal or by way of
 19 perhaps less formal education or experience, on health
 20 and safety obligations of owners or responsible people
 21 for residential buildings?
 22 A. No.
 23 Q. Now, turning to your role at the TMO, you I think
 24 reported to David Gibson, as I think you have made
 25 clear. He was your line manager.

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1 A. Yes.
 2 Q. His title was head of capital investment, and he
 3 reported to Peter Maddison, as he told us. That was the
 4 basic line of command, wasn't it?
 5 A. Yes.
 6 Q. Peter Maddison's job title was director of assets and
 7 regeneration, wasn't it?
 8 A. Yes.
 9 Q. Now, is it right that none of you three, neither you nor
 10 David Gibson nor Peter Maddison, sat on the executive
 11 board of the TMO?
 12 A. That's right, yeah.
 13 Q. Can we go to your February 2019 statement at page 4,
 14 {TMO00840364/4}, and I want to look with you, please, at
 15 paragraph 18. You say there:
 16 "My role was to monitor the programme and budget for
 17 the TMO."
 18 Sorry, I should point out to you this is under the
 19 heading "Modifications to the interior and exterior of
 20 the building [Grenfell Tower] between 2012 and 2016".
 21 That's the context in which you say what I'm going to
 22 show you, and you say:
 23 "18. My role was to monitor the programme and
 24 budget for the TMO. It was largely a reporting function
 25 and my role was not to manage the contract.

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1 Professional consultants were employed for this.
 2 I fronted the scheme for residents as their TMO point of
 3 contact, liaising with residents and the Principal
 4 Contractor, Rydon, and others throughout the works.
 5 "19. My role was to keep residents informed and to
 6 liaise with them and to report to others within TMO and
 7 RBKC. My role was very specifically in relation to
 8 monitoring, liaison and facilitation."
 9 Now, you say there that your role wasn't to manage
 10 the contract. What contract are you referring to?
 11 A. This is in relation to the JCT design and build
 12 contract.
 13 Q. With Rydon?
 14 A. With Rydon, yes.
 15 Q. Whose job was it to manage the contract?
 16 A. Our employer's agent, Artelia, were tasked with that.
 17 Q. When you arrived at the TMO, did anybody tell you that
 18 Artelia's task was to manage the Rydon contract?
 19 A. They had been appointed before my arrival as employer's
 20 agent.
 21 Q. What did you understand the role of managing the
 22 contract, to use your words, to involve?
 23 A. Artelia, as employer's agent, they managed the contract
 24 by putting processes in place, whether it be change
 25 control spreadsheets or handover spreadsheets, they

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1 managed variations, they managed anything that would
 2 impact on the contract, and obviously their role was to
 3 get it through to handover and practical completion,
 4 certifying as need be.
 5 Q. When you arrived, September 2013, did you investigate
 6 what the contract between TMO and Artelia was?
 7 A. I had a lot of information in my directories that
 8 I started to wade through, my electronic directories.
 9 So I did try to interrogate what their role was, yes.
 10 Q. What did you discover?
 11 A. That they'd been employed previously, and my
 12 understanding was that we were formalising their
 13 contract because they'd been doing it on a previous
 14 basis when -- because the scheme had started and then
 15 stopped.
 16 Q. Yes.
 17 A. So my colleague Jenny Jackson, who did the procurement,
 18 was working with them to get their new roles into
 19 a contract.
 20 Q. Did you think at that time -- this is September 2013, so
 21 just to help you, before the July 2014 formal
 22 contract -- Artelia were the employer's agent on the
 23 Grenfell Tower project?
 24 A. Yes.
 25 Q. What gave you to think that?

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1 A. There was a spreadsheet with roles and the fee figures
 2 against it.
 3 Q. Now, you say in your first sentence at paragraph 18 that
 4 your role was to monitor the programme and the budget.
 5 In your function of monitoring the budget,
 6 presumably you would have to know who the contractors
 7 were on the project?
 8 A. When I took on the spreadsheet, there was just,
 9 I suspect, the cost estimate for -- from Artelia as the
 10 budget for the works cost. The budget inevitably had
 11 on-costs as well.
 12 Q. I see. So you got figures, but you didn't have anything
 13 to tell you who was doing what?
 14 A. The budget is a list of figures. You just put works
 15 against it. It doesn't matter who the contractor is at
 16 the early stage. At the later stage it doesn't matter,
 17 it still works.
 18 Q. Did you know at that stage in your exercise of the
 19 function of monitoring the budget who the TMO had
 20 retained as its professionals at that date on the
 21 Grenfell Tower project?
 22 A. Yes, because there was a figure for works and then there
 23 was several consultants named and a figure against their
 24 name.
 25 Q. Can you remember who the consultants were?

1 A. It would be the ones who I believe went on -- well, did
 2 go on with the project. So it was Artelia, Curtins,
 3 Studio E, and there was a couple of odd ones that
 4 I don't know where they came from and I never heard of
 5 them since.
 6 Q. What about Exova?
 7 A. I don't know whether Exova were on that. I put them on
 8 subsequent, but initially I don't know that they were on
 9 there.
 10 Q. I see.
 11 Did you investigate how the contractors that you did
 12 see on there, and you have listed, were charging? Did
 13 you see how much they were charging and what the
 14 arrangements for their fees --
 15 A. That's when I started the job, that's one of the things
 16 I had to wade through, because there were figures
 17 against different tasks, different roles.
 18 Q. Yes, I see.
 19 When you say in the last sentence of paragraph 19
 20 that your role was very specifically in relation to
 21 monitoring, liaison and facilitation, to what extent
 22 were you autonomous in those matters and to what extent
 23 were you reporting to those above you?
 24 A. I was reporting to those above me. The role of the
 25 project manager, I believe, is always about getting in

1 the decisions that need to be made and passing them on
 2 to others to get confirmation. So I -- yeah, I would
 3 report to others.
 4 Q. Yes.
 5 Now, the other professionals in the project, and we
 6 have heard a lot of evidence from them during the course
 7 of this module so far, referred to the TMO from time to
 8 time as the client. Would you agree that you were
 9 a representative of the client from time to time?
 10 A. Yes.
 11 Q. And that basically you were the person within the TMO
 12 facing Rydon?
 13 A. Yes.
 14 Q. As client, is it right that the TMO as a body would have
 15 to make a wide range of decisions, both before and
 16 during the construction?
 17 A. Yes.
 18 Q. Did you personally make any decisions about instructing
 19 variations?
 20 A. I can think of one example, which was minor, under
 21 £5,000, which was a practical issue. Otherwise I would
 22 always take the issue up.
 23 Q. Right, I see. So £5,000, was that a set limit under
 24 which you could make any decisions?
 25 A. It was my view that was reasonable to keep the project

1 going.
 2 Q. I see.
 3 A. Anything over that, I would have been wary of.
 4 Q. So this was a limit set by yourself --
 5 A. It was.
 6 Q. -- for common sense reasons, essentially?
 7 A. Yes.
 8 Q. I see. Not a formal limit imposed on you by some sort
 9 of scheme?
 10 A. No.
 11 Q. Did you ever make any personal decisions about spending
 12 on the project?
 13 A. No.
 14 Q. Even below £5,000?
 15 A. I don't remember making any, because I -- it was a big
 16 project and it all adds up, so no.
 17 Q. Right, I see.
 18 Did you make any decisions yourself about
 19 appointments directly to the TMO, such as Artelia or
 20 John Rowan or Max Fordham or Exova?
 21 A. I was involved with the tender process for getting the
 22 clerk of works on board.
 23 Q. Yes.
 24 A. But otherwise no.
 25 Q. We're going to come to that. But otherwise no, you say.

1 Okay.

2 I want to just look at the issue of design

3 decision-making very specifically with you. Can we

4 start by looking at {RYD00018951}, please. This is your

5 email of 29 September 2014 to Simon Lawrence. So this

6 is a year or so into your role, and you say:

7 "Simon-s [because it goes to both Simon Lawrence and

8 Simon O'Connor]

9 "I am aware that you are having design meetings, and

10 there are a couple of things that I need to be up to

11 date on:

12 "1 window design (Subject to Mr Daffarn's latest

13 enquiry)

14 "2 schedule for when we are going to get client

15 choice, specifically bearing in mind that the TMO is

16 taking on the responsibility of Design Adviser."

17 Now, you have said in various witness statements

18 that you relied on the professionals appointed for

19 design decisions.

20 Looking at this, would you accept that the TMO was

21 making final decisions on design?

22 A. Window design is a big issue, and I don't know if you

23 want to talk about that now, but the issue we were

24 making was about client choice, which was about colours

25 and types of kitchen units.

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1 Q. I see. But you can see there that you say that the TMO

2 is taking on the responsibility of design adviser. At

3 the time -- and I know there is a history to this we're

4 going to look at -- did you not think that that meant

5 that the TMO was going to be making design decisions?

6 A. It was clarification in this contract, because I think

7 there was this issue of the client design adviser and

8 the TMO had said that we would take on that role for

9 a limited area of the project, and it was actually more

10 clarification, because the specifications were already

11 written. So we were just saying, "I want this colour

12 kitchen rather than that colour kitchen", it wasn't

13 anything that had a contractual implication financially

14 or programme-wise.

15 Q. Okay. Maybe we'll come back to that in due course, but

16 I think for present purposes, are you telling us that

17 the role of design adviser to which you were referring

18 in this email was very much limited to things like

19 colours?

20 A. Yes.

21 Q. I see.

22 Now, just looking at the TMO's professionalism

23 within its team generally, Philip Booth of Artelia has

24 given evidence to the Inquiry, and I just want to show

25 you what he says. It's the transcript at

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1 {Day49/171:22}, please. He says there, and this was in

2 the context of him being asked by Ms Grange about

3 whether the project needed a client adviser:

4 "I think I would have said that, yes, it needs one,

5 but ... the TMO had a massive team, some of them were

6 architects, some of them were fire engineers, so

7 I wasn't concerned when they said, 'We'll take it on

8 ourselves'"

9 Is Philip Booth right that the TMO had a massive

10 team containing architects and fire engineers?

11 A. Yes, there were many skills within the organisation.

12 Q. Who within the TMO was a fire engineer?

13 A. I would suggest that he's talking about our fire risk

14 assessor, rather than a fire engineer as such.

15 Q. Right. There is a difference, isn't there?

16 A. There is.

17 Q. Quite a big difference, in fact.

18 A. Yeah. No, apologies, I should have picked you up. We

19 had a fire risk assessor accessible to us.

20 Q. So, in fact, the TMO did not have in-house access to

21 fire engineering expertise properly so called?

22 A. That's true.

23 Q. Right.

24 I want to look now at Artelia and at the question of

25 project manager, who was it. In your February 2019

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1 statement at paragraph 3 -- this is page 1

2 {TMO00840364/1}, please -- you say:

3 "I was TMO's Project Manager for the Grenfell Tower

4 refurbishment from September 2013 to Practical

5 Completion in July 2016 ..."

6 You described in your February 2019 statement at

7 page 7 {TMO00840364/7}, paragraph 35, what I showed you

8 before -- there is no need to go to it -- which was your

9 personal previous experience of project managing

10 refurbishments from a client/landlord perspective. We

11 looked at that.

12 Just looking at those two pieces of evidence

13 together, why do you call yourself a project manager in

14 respect of the Grenfell Tower project?

15 A. It was my job title, and in terms of Grenfell Tower,

16 I was the client, and I project managed that part of the

17 role. So making sure that client decisions were made to

18 facilitate the project, really.

19 Q. Did that mean that you had a general oversight of the

20 works for the refurbishment?

21 A. In terms of reporting on programme, yes.

22 Q. In terms of programme and I think budget.

23 A. Budget as well.

24 Q. Yes, I see. But I think you exclude from that matters

25 of design?

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1 A. Yes, but it was something that I initially hadn't
2 assumed that we'd be doing, but when it cropped up, we
3 decided -- David Gibson and myself -- that we could do
4 that --
5 Q. Right.
6 A. -- for just specific areas of the project.
7 Q. So cutting through this, am I right in thinking that
8 your title or your self-description of project manager
9 really just meant that you were the person in the TMO
10 responsible for overseeing the Grenfell Tower project as
11 a client's project?
12 A. It was project managing the client element.
13 Q. Project managing the client element, I understand.
14 A. Yes.
15 Q. Not project managing the project?
16 A. No.
17 Q. Right.
18 Now, do you recall -- and we can look at the
19 documents if need be -- that Artelia signed formal
20 engagements on 9 July 2014 with the TMO?
21 A. I'm sure that's right, if you say.
22 Q. Okay, I just want to see if I can get your recollection,
23 and we can go to the documents if need be.
24 SIR MARTIN MOORE-BICK: Are we going to look at the formal
25 engagement?

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1 MR MILLETT: We can.
2 SIR MARTIN MOORE-BICK: I'm not suggesting you should if you
3 weren't minded to take the witness to it, but if you
4 are, this might be a point to break.
5 MR MILLETT: It might, yes. Well, let's break, then, and
6 I can pick it up.
7 Before we do, let me just see if I can get to it
8 more quickly.
9 Ms Williams, do you remember that when the formal
10 contract between the TMO and Artelia was signed in the
11 July of 2014, Artelia deleted the role of project
12 manager from the contract?
13 A. I would have expected them to. I didn't think that --
14 it wasn't a fee we were paying for as project manager.
15 MR MILLETT: Very good, in which case I don't think I need
16 to see the document, and is that a convenient moment?
17 SIR MARTIN MOORE-BICK: I think it is, yes. Thank you very
18 much.
19 Well, Ms Williams, although you've only just started
20 giving evidence, I'm afraid it's time to take a break so
21 we can all get some lunch. So we will stop now and we
22 will start again at 2 o'clock, please.
23 I must ask you not to talk to anyone about your
24 evidence or anything related to it while you're out of
25 the room. All right?

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1 THE WITNESS: Yes, thank you.
2 SIR MARTIN MOORE-BICK: Thank you. Would you like to go
3 with the usher, please.
4 (Pause)
5 Good, 2 o'clock, then, please. Thank you.
6 (1.02 pm)
7 (The short adjournment)
8 (2.00 pm)
9 SIR MARTIN MOORE-BICK: Right, Ms Williams, ready to carry
10 on?
11 THE WITNESS: Yes, thank you.
12 SIR MARTIN MOORE-BICK: Good. Thank you.
13 Yes, Mr Millett.
14 MR MILLETT: Mr Chairman, thank you.
15 Ms Williams, before the lunch break I was asking you
16 some questions about the project manager on the
17 Grenfell Tower project, and you told us what your role
18 in that respect was.
19 My next question is: who did you think was the
20 project manager of the project itself?
21 A. Yes, whereas Artelia didn't have that job title in their
22 fees, in many ways I feel they took over the role of
23 project manager because they had two of the critical
24 roles to get the project moving: they had employer's
25 agent and QS, which are both very important. So,

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1 whereas notionally it wasn't in their job title, they
2 actually acted that way, in my perception.
3 Q. Did you think they ever did anything outside their role
4 as employer's agent or QS?
5 A. It's a big question. I suspect they did, but if you're
6 asking me on the spot, I can't think of what they would
7 do, but they obviously had a good overview of the
8 project.
9 Q. Did you ever think that they had an overview of the
10 project beyond the scope of the services that they had
11 undertaken, certainly after the 9 July 2014 contract?
12 A. No, I think it was more -- perhaps they didn't do
13 anything beyond the scope, it was the way they managed
14 so professionally that they came across as the project
15 manager.
16 Q. Maybe we can take this more shortly: did you ever think
17 that Studio E was the project manager?
18 A. No.
19 Q. Did you understand in fact that Studio E had expressly
20 excluded the role of project manager from their contract
21 documents?
22 A. I'm not surprised.
23 Q. You're not surprised, but do you know or were you --
24 A. I don't know.
25 Q. You don't know, but you're not surprised?

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1 A. I don't know.
 2 Q. All right.
 3 Can we then move back to looking at the question of
 4 Artelia. Can we go to {ART00002255}. These are the
 5 minutes of the contractor induction meeting of
 6 1 April 2014, and we can see the attendance list there.
 7 Ms Williams, we can see that you're the third TMO
 8 attendee down after Peter Maddison and David Gibson. Do
 9 you see that?
 10 A. Yes.
 11 Q. Now, just generally -- because we're going to be looking
 12 at quite a lot of these in the course of your
 13 evidence -- did you generally get these minutes after
 14 the meeting, or get draft minutes after the meeting?
 15 A. Generally I got the minutes after the meeting, yes.
 16 Q. Was it your practice to read them?
 17 A. I would read them, yes.
 18 Q. If you had seen anything that was either wrong or didn't
 19 accord with your recollection of what was said at the
 20 meeting, can we take it that you would have told Artelia
 21 and that they would have made a correction?
 22 A. I did, and I suspect you'll find several of my
 23 amendments in the minutes.
 24 Q. Very well.
 25 A. They were put at the beginning.

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1 Q. I'm going to proceed on the basis that, unless you tell
 2 me otherwise, these minutes are minutes which you saw
 3 and approved at the time, or at least didn't object to,
 4 do you see where I'm going with that?
 5 A. Yes.
 6 Q. On this, can we then look at this page, and we can see
 7 the cast of attendees, and we can see that Philip Booth
 8 is listed as project manager and Peter Blythe as
 9 assistant project manager. Do you see that?
 10 A. Yes.
 11 Q. You're listed as the client.
 12 At the bottom of the page, at item 1.1, under
 13 "Introductions", it is said that:
 14 "PB confirmed the client on the scheme as TMO. CW
 15 [that's you] will be the main point of contact for
 16 [Rydon] throughout the project."
 17 Then if we look at item 1.2:
 18 "ART, represented by PB, will perform the role of
 19 Employer's Agent on the project."
 20 Now, as I've shown you, you're the point of contact
 21 for Rydon, Artelia is the employer's agent. Does that
 22 indicate that you were performing some sort of
 23 management role as the TMO's main point of contact with
 24 Rydon?
 25 A. I was the project manager for the client side.

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1 Q. Yes, I see. So your management role is client-side,
 2 managing the project within it, as I think you told us
 3 earlier.
 4 A. Yes.
 5 Q. What was your impression of others on the contract, so
 6 Rydon and Studio E? Who did you think they thought were
 7 the project managers?
 8 A. I can't speak for them, I don't know.
 9 Q. Do you know whether Artelia ever spelt out to Rydon or
 10 Studio E who the project manager was, or whether indeed
 11 there was one?
 12 A. I don't remember it ever being discussed.
 13 Q. Right.
 14 In his oral evidence to the Inquiry, Philip Booth
 15 told us how he saw things working. I just want to show
 16 you something that he said in the transcript at
 17 {Day49/134:5}, please. At line 5, Ms Grange asks him:
 18 "... was there a period of time when Artelia did
 19 consider itself as acting as project manager?"
 20 "Answer: I don't particularly feel there was, no.
 21 I mean, it's not a hard line in the industry, like that,
 22 you were being employer's agent or project manager.
 23 They're quite close as roles. But in terms of -- even
 24 if -- you know, I was never given any authority limits
 25 by the client to -- the client was always at almost

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1 every meeting we went to, if you look at all our
 2 meetings. So in terms of fulfilling a role as project
 3 manager, if I did, through, you know, pre-actually
 4 signing our appointments, it was always -- I was never
 5 making decisions on behalf of the client because they
 6 were very hands-on, they were very experienced, they
 7 were very there and involved.
 8 "Usually when I'm employed as a project manager,
 9 it's because a client has perhaps not got the resource
 10 to dedicate to a project, so I would be representing
 11 them without them being present there or making
 12 decisions with authority limits ..."
 13 And he goes on.
 14 Is it a fair statement to say that the TMO was very
 15 hands-on on this project?
 16 A. Somebody did attend every meeting, yes, and --
 17 Q. And it's right to say that decisions were made by the
 18 TMO as opposed to Artelia?
 19 A. Yes, some were informed by Artelia's information, yes.
 20 Q. Right.
 21 Then over the page in the transcript, if you go to
 22 {Day49/135}, the question is asked by Ms Grange at
 23 line 5:
 24 "Question: To your knowledge, was it ever minuted
 25 in a meeting that Artelia was not acting as project

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1 manager?
 2 "Answer: No, but I think -- you know, I think it
 3 was understood by everybody that we -- our appointment
 4 was as employer's agent, but -- because that was what
 5 our appointment documents were, and I think TMO were
 6 clear that they were the project manager, but we had
 7 project management capabilities."
 8 Is Mr Booth correct to say that you were clear as to
 9 the scope of Artelia's appointment?
 10 A. I was, because I was processing their invoices and I'd
 11 seen their appointment document, but as Philip said,
 12 there's a very thin line sometimes between project
 13 management and employer's agent.
 14 Q. In a project like this, or indeed on this project, would
 15 it have been helpful, do you think, to have had
 16 a clearly designated project manager with oversight of
 17 everything?
 18 A. No, I've worked on teams of a similar composition and
 19 it's not been a problem.
 20 Q. Right.
 21 So seeing if we can put it into boxes, you were the
 22 project manager within the TMO team responsible for that
 23 on the client side; Artelia were, as their contract
 24 said, certainly from July 2014, employer's agent, QS and
 25 CDMC --

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1 A. Yes.
 2 Q. -- but not a project manager. So was there a project
 3 manager?
 4 A. As I say, I believe that Artelia's appointments meant
 5 that they were in a best position to, and did, steer the
 6 project.
 7 Q. I think what you are telling us -- and tell me if this
 8 is wrong -- is that you understood the scope of their
 9 services and understood that they understood the scope
 10 of their services; yes?
 11 A. Yes.
 12 Q. And that Artelia understood that you understood the
 13 scope of their services as well; in other words neither
 14 of you was confused.
 15 A. I think what Philip has said has shown there may have
 16 been some issues, but I think they carried out their
 17 employer's agent role to administer the contract as much
 18 as I did the client role.
 19 Q. When people were described as project managers, such as
 20 you have seen Philip Booth in the minute we've just been
 21 looking at, where you can see there they are described
 22 as project manager, what did you understand by that at
 23 the time?
 24 A. I would assume it was, as myself -- I think if you
 25 looked at the minutes, there were three of us who were

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1 described at one point as project managers: there was
 2 Philip, Simon Lawrence -- no, Simon O'Connor and myself.
 3 It meant that we managed our part of the project on
 4 behalf of our organisation.
 5 Q. Right. I see. So when you see the expression "project
 6 manager" next to Philip Booth's name, are you telling us
 7 that you thought that he was responsible for the
 8 Grenfell Tower project within Artelia's scope of
 9 services as contracted?
 10 A. He was employer's agent, but his job title was project
 11 manager.
 12 Q. Very good.
 13 Can I then turn to Artelia's role as designer, and
 14 whether there was one.
 15 Now, in your statements you I think accept that
 16 Artelia performed the services of QS, employer's agent
 17 and CDMC, and you have accepted that today as well.
 18 Those were the services set out, I think, in their 2012
 19 fee proposal and also in their 2014 contract, weren't
 20 they?
 21 A. Yes.
 22 Q. Did you think at any stage that any of those roles
 23 involved taking responsibility for the design of the
 24 refurbishment?
 25 A. I had worked with employer's agents who had a role with

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1 design, but I know that Artelia didn't.
 2 Q. You know that they didn't have a role with design?
 3 A. Apart from I suspect, because of their CDMC role, they
 4 would have initially. Sorry if that's confusing.
 5 Q. No, we will explore that, but let's see if I can take
 6 this a little bit more quickly than perhaps I was
 7 intending to.
 8 Did you understand that the consultant was not to be
 9 responsible for the design of the project, namely
 10 Artelia?
 11 A. Apart from, as I say, the CDMC role, which was one of
 12 theirs.
 13 Q. Yes.
 14 A. But otherwise they weren't involved in the design, as
 15 I understand it.
 16 Q. I see. So you understood at the time that they had
 17 a CDMC role and all that that involved, but outside that
 18 defined role, they were expressly not responsible for
 19 specifying and/or approving the design or the materials;
 20 did you understand that?
 21 A. I did.
 22 Q. So I don't think we need to take time up on the
 23 contracts then.
 24 Did you understand the distinction between being
 25 a designer and being a CDMC?

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1 A. Yes, in that in this contract we had obviously our
 2 designer initially was Studio E.
 3 Q. Right.
 4 A. And the CDMC's role with design is at -- sort of starts
 5 at inception.
 6 Q. Yes, I see.
 7 Just so that we're absolutely clear about this,
 8 because it may just be a simple matter of clarification,
 9 can I ask you to go to your 20 January statement at
 10 page 7 {TMO00853697/7}, paragraph 32. In light of what
 11 you have just told me, I just want to see if we can
 12 clear this up very quickly.
 13 You say there:
 14 "Specifically, as described in detail above, Artelia
 15 were already providing services as CDM-C, Employer's
 16 Agent and Quantity Surveyor. The CDM-C role included
 17 taking reasonable steps to ensure that the designers
 18 complied with their duties ..."
 19 Then you cite from the regulation:
 20 "Furthermore, in Artelia's form of appointment they
 21 confirm themselves to be designers."
 22 It's on that point I was concerned.
 23 When you say that they confirm themselves to be
 24 designers, were you meaning that they confirm themselves
 25 to be CDMC or did you mean something else?

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1 A. It was within their CDMC part of the role.
 2 Q. Thank you. Okay. So not designers outside that role?
 3 A. No.
 4 Q. Right, that I think clarifies that.
 5 Now, can we go then to your February 2019 statement
 6 at page 9, {TMO00840364/9}. Again, I think I can take
 7 this quite quickly given the answers you have just given
 8 me.
 9 In paragraph 48 there you say that:
 10 "Artelia were initially engaged by RBKC to manage
 11 the KALC project ..."
 12 Then you say in relation to that project:
 13 "Their role was that of Contract Administrator,
 14 Costs Consultant (QS) and CDM Co-ordinator and as such
 15 they were required to manage the contract on behalf of
 16 TMO, advise on the specifications in terms of CDM and
 17 understand the costs involved and provide regular
 18 reporting on programme and costs."
 19 Over the page on page 10 {TMO00840364/10} in
 20 paragraph 49, you say:
 21 "As the CDM Co-ordinator, they were required to
 22 check the information and comment on any concerns before
 23 going to tender."
 24 Do you see that?
 25 A. Yes.

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1 Q. Now, on that, what did you expect the CDM co-ordinator,
 2 certainly in the context of the Grenfell Tower project,
 3 to be checking for?
 4 A. In general, what the CDM co-ordinator does is look at
 5 the designs to make sure they're suitable to build, and
 6 then that what's been built can be maintained. So it's
 7 looking at the health and safety, making sure the
 8 designers are aware of what they're designing so they're
 9 not building in health and safety risks, or if the
 10 health and safety risks are there, eliminating them or
 11 abating them by making sure the designer is fully aware
 12 of what the implication is of their design.
 13 Q. Now, you told us earlier that you don't have any formal
 14 training on the CDM Regulations, either 2007 or 2015.
 15 How did you come to be familiar with the role of a CDMC?
 16 A. I have had training on them in terms of the differences
 17 and also in terms of presumably what they contained at
 18 the time.
 19 Q. Right.
 20 A. So I have had training on that.
 21 Q. I follow. So, so far as you were concerned, you thought
 22 or understood that Artelia's role was to make sure that
 23 the designers in the proper sense were aware of what
 24 they were designing so that they weren't building in
 25 health and safety risks?

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1 A. Yes.
 2 Q. How did you think Artelia would go about discharging
 3 that obligation as CDMC?
 4 A. They had -- as part of the project team, they had access
 5 to all the designers, and the person they appointed put
 6 together the pre-construction information for tender, so
 7 they would have known what they were looking for, and if
 8 there were any queries, I would hope they would have
 9 picked them up.
 10 Q. You were aware, were you, that under regulation 20(2)(c)
 11 the CDMC had to take all reasonable steps to ensure that
 12 designers complied with their duties?
 13 A. Yes.
 14 Q. And that that included the duty of designers to take
 15 reasonable steps to provide design information to the
 16 CDMC?
 17 A. Yes.
 18 Q. And that included, I think you say, detailed design; is
 19 that your understanding?
 20 A. Sorry, the last bit I didn't quite hear.
 21 Q. Was it your understanding that, among that information,
 22 they had to provide detailed designs?
 23 A. They probably wouldn't have been detailed at the stage
 24 of going to tender.
 25 Q. Right.

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1 A. They would've been --
 2 Q. But thereafter they would have been?
 3 A. Yes. Well --
 4 Q. I think what you are saying is that the CDMC had a duty
 5 to ensure that they received from the designers, or take
 6 reasonable steps to receive from the designers, design
 7 information.
 8 A. Yes, that was available at the time. But, as I say, in
 9 this tender, it wouldn't have been detailed design.
 10 Q. Right.
 11 I'm going to ask you, I think, about the CDA
 12 proposal now.
 13 Now, do you remember that in the January of 2014 you
 14 asked Artelia to put forward a proposal for the CDA
 15 role, or a CDA role?
 16 A. I'm aware that they'd mentioned it and I said, "I'm not
 17 aware of it, can you please send me the details, because
 18 I've never heard of this role before".
 19 Q. Can we go to {ART00008591}, please. This is an email
 20 from Phil Booth to Simon Cash on 10 January 2014:
 21 "Simon,
 22 "Claire wishes for us to put forward a proposal for
 23 the CDA role. As the custodian of fee proposals and
 24 scopes please can I ask you to do this? I know they are
 25 considering others, e.g. one man bands but they have PI

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1 concerns."
 2 Did you ask Artelia to put forward a proposal to
 3 perform the role of a CDA?
 4 A. I hadn't heard of the role until Artelia mentioned it.
 5 I've worked on many D&Bs and this is the first time I'd
 6 ever heard of it. I think he'd said, "Oh, we've got
 7 this proposal", and I would have said, "I know nothing
 8 about it, please can you send it to me so I understand
 9 what it entails".
 10 Q. Right. Let's come back to that answer in just a moment
 11 and see if we can get at this through a document.
 12 Can I ask you to go to {TMO00850333/2}. You can see
 13 from the top of the email run that it's a set of
 14 communications between you and Jenny Jackson in
 15 January 2014, and this email is from you to her on
 16 10 January.
 17 A. Yeah.
 18 Q. "Jenny
 19 "I had a good session with Artelia yesterday, and
 20 understand a lot more re the appointments. My resume
 21 is ..."
 22 And then you talk about Artelia there.
 23 You say there:
 24 "1 Artelia - TMO [procurement]."
 25 Then you discuss fees.

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1 If you go to page 3 {TMO00850333/3} of this
 2 document, or this email run, we come to, just about
 3 halfway down, stage K, can you see, "Stage K covers"; do
 4 you see that?
 5 A. Yes.
 6 Q. It says:
 7 " doing working drawings.
 8 " co-ordinating the construction detail, I would
 9 say specifically here the cladding/window junctions ..."
 10 Then you go on to say:
 11 "I think this is a massive amount [and this is the
 12 90,000 for stage K], as potentially the working drawings
 13 are only for the lower 4 floors, landscaping
 14 (sub-consultant) and the specialist cladding and heating
 15 contractors will do the detail drawings. It also means
 16 we are duty bound to pay this, whether or not Studio E
 17 are asked to provide the information by the contractor.
 18 I cynically think that there is no guarantee that the
 19 contractor will use Studio E to their potential, as the
 20 architects will push for quality solutions which the
 21 contractor may not find palatable.
 22 "I spoke to Simon Cash about this, as it is such
 23 a substantial amount. Another concern is that if the
 24 contractor does not use Studio E properly, this will
 25 impact on costs elsewhere - ie additional fees on the

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1 Design Advisor who is commenting on the contractor's
 2 proposals, and their task will be made harder. I have
 3 worked on a scheme where the novated consultant found it
 4 frustrating that the contractor ignored all their
 5 information and did their own thing, and spent many
 6 hours bleating to me how the appointment did not work!
 7 "Any views?"
 8 Do you see that?
 9 A. Yes.
 10 Q. Now, you refer to a conversation with Artelia on the day
 11 before this email. Did you ask Philip Booth during that
 12 conversation to make a proposal for a CDA?
 13 A. I reiterate, this probably would have -- the different
 14 roles would have come up during that meeting, and he
 15 would have said, "Well, we've proposed a CDA", and
 16 I hadn't seen the paperwork, so I'd said, "Send it
 17 through, because I don't know what this role entails".
 18 Q. By the time of this email, 10 January, it looks pretty
 19 clear that you understood what a CDA, whether it had
 20 that precise title or not, would involve, because, as we
 21 can see in the last paragraph of that page, it comes up.
 22 Do you see there is a reference to design adviser?
 23 A. Yes. I think I'd been briefed by them that there was
 24 such a role and that's why I included it in this email.
 25 Q. Right.

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1 So turning then to the question of the genesis of
2 the request that you clearly did make to Artelia for
3 a proposal, can we take it from this email that you
4 understood that a CDA, having been told, perhaps, what
5 it was by Artelia, would comment on the contractor's
6 design proposals?
7 A. Yes, I -- having seen the document, yes, I did.
8 Q. Did you understand also that there was a specific risk
9 following the novation of an architect to the main
10 contractor that the main contractor could just ignore
11 the novated architect or design consultant, if you like?
12 A. There is always that worry, yes.
13 Q. And that therefore there might be a tension, or was
14 a tension, between the novated architect and the main
15 contractor, because the architect would want quality
16 products or quality results whereas the main contractor
17 may not be so keen?
18 A. As I say, it can happen in contracts, it might not.
19 It's an anecdotal --
20 Q. Yes, it's an anecdotal --
21 A. -- conversation.
22 Q. You say anecdotal, but in fact you are doing yourself
23 a disservice, Ms Williams, because this was part of your
24 experience that you were telling Jenny Jackson you had,
25 and it looks on the face of it that your experience told

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1 you that, after novation of the architect, there was
2 a risk in a design and build contract that, although the
3 architect wanted quality solutions, the contractor would
4 reject them on the grounds of perhaps cost.
5 Is that a fair summation of the experience you're
6 imparting to Jenny Jackson here?
7 A. The experience I had was actually not with an architect,
8 but I think we had a robust design and build contract
9 with specification that would mean that shouldn't
10 happen. So my anecdote was slightly twisted, perhaps.
11 Q. What was the risk that you were seeking to avoid or
12 minimise that you thought having a proposal for a CDA
13 might give you?
14 A. I think this email covers many appointments. It's not
15 specifically about the CDA. If you would ask your
16 question again, maybe I can get a handle on it.
17 Q. Let me ask it more simply.
18 When you asked -- well, first of all, is it right
19 that you asked Artelia to put forward a proposal for
20 a CDA?
21 A. They had talked about a CDA, and I said, "I do not know
22 what that role entails, please give me something to look
23 at so I can understand what you're implying, what does
24 this role cover".
25 Q. So when Philip Booth tells Simon Cash in the email we've

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1 seen, "Claire wishes for us to put forward a proposal
2 for the CDA role", are we to understand your evidence
3 that you didn't actually ask him to propose a CDA role,
4 you just wanted him to explain what one was?
5 A. Very much so, yes. He put a positive spin on it.
6 Q. I see. He put a positive spin on it, right.
7 Nonetheless, did you understand at the time when you
8 wanted him to clarify the role that the role was there
9 in order to minimise or eliminate the risk that
10 an architect might well, once novated, give advice to
11 the contractor but the contractor might ignore it?
12 A. I think your question covers several things.
13 Q. Well, it doesn't, with respect. I'm just putting to you
14 your logic in the last paragraph of the email we've
15 still got up on the page, which I had thought had given
16 rise to what we see.
17 A. Yeah.
18 Q. So you tell me, then, in your words: what was it that
19 was going to be good about having a CDA, once you
20 understood precisely what they did?
21 A. Yeah. Having understood what they did, I couldn't think
22 of anything positive about it, because we had a design
23 and build contract where the responsibilities for the
24 design lie clearly with the contractor. This would be
25 an additional tier that perhaps wouldn't bring anything

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1 to the table, because our design and build contract was
2 based around the fact we did have items that needed
3 specialist design.
4 So I know that design -- well, I've never worked
5 with a design adviser, but it did seem that they were
6 going to comment on everything across the board, whereas
7 we had specialist areas of design with contractual
8 arrangements in place to cover those. So the design
9 adviser seemed to be an untenable role.
10 SIR MARTIN MOORE-BICK: Can I just ask, Ms Williams, did it
11 occur to you that whether the contractor or a specialist
12 subcontractor was going to carry out remaining design,
13 a mistake might be made which a client design adviser
14 could alert you to?
15 A. The specialist design was such that we felt that the
16 specialists who did the design, they did that day in,
17 day out. A design adviser would be unlikely to find
18 somebody who had specialisation in cladding and M&E as
19 well as the other elements. It was because of the
20 specialist design that it seemed to be very difficult
21 shoes to fill.
22 SIR MARTIN MOORE-BICK: Yes. Right, thank you.
23 MR MILLETT: Can we look at the proposal itself. This is at
24 {ART00006279}. It's dated February 2014, it was done by
25 Artelia, "Proposal for: Client Design Adviser".

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1 Now, we know that this was sent to Jenny Jackson and
2 copied to you on 28 February 2014. Let just show you
3 that email. I think it's at {ART00006225}. Here is
4 an email from Simon Cash to Jenny Jackson on
5 28 February 2014, and you can see you're copied in on
6 it; yes?

7 A. Yes.

8 Q. You can see that the attachment there is "[Revised]
9 Fee Proposal Combined", and that is in fact this
10 document.

11 Do you remember receiving this document and seeing
12 it? When I say this document, I mean the one that's
13 just disappeared from your screen, the CDA.

14 A. Yes, I've seen that.

15 Q. Right.

16 If we go back to it, {ART00006279}, it is clear on
17 its first page that it's a proposal for a client design
18 adviser, and you can see, if you scroll down just a few
19 pages, that it was a fairly lengthy document. It ran
20 over some tens of pages. Do you see that?

21 So when you got it, you would have realised it was
22 a fairly detailed, formal and well presented proposal;
23 yes?

24 A. Yes.

25 Q. When you got it, did you wonder to yourself, "Well,

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1 I wonder why they're sending me this, all I asked for
2 was an explanation of what a CDA does?"

3 A. I believe this would probably be on a standard template
4 and they would just tailor it for each scheme.

5 Q. Well, did you read this document at the time carefully
6 when it came to you?

7 A. I read it at the time, yes.

8 Q. And in doing so, would it have jumped out at you that
9 this was actually a detailed proposal for a carefully
10 defined role with a price at the end?

11 A. I know there was a price at the end, but I don't
12 remember all the headings, and I'm only looking at
13 page 1 now.

14 Q. Yes. Well, we can scroll through it.

15 You have recognised the document. I've shown that
16 you were sent it at the end of February 2014. My
17 question is: when you got this document, were you
18 surprised to get it, given its detail and content?

19 A. Well, I think I'd asked Philip for a clarification, so
20 this was clearly what it was, was the document that they
21 were going to send me through.

22 Q. This isn't a clarification of what a CDA does; this is
23 a proposal by Artelia to act as CDA, setting out
24 carefully and at some length precisely the scope of that
25 role, with a price at the end.

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1 A. Yes.

2 Q. So when you got all this detail, were you surprised?

3 A. No, Artelia are a professional company, I would expect
4 them to deliver something of this sort for a proposal.

5 Q. Yes, and that rather suggests that you had asked them
6 for one, rather than asking for an explanation about
7 what one was. Do you see the distinction?

8 A. I do, but I suspect that, as Philip's email just said,
9 it said, "You are the holder of all the fee proposals",
10 he had said to Simon. This is a document that they
11 would have a base for, and obviously they would tailor
12 for each client. So I wasn't surprised to get
13 a professional-looking document and a considered
14 document.

15 Q. Right, I see. So you say you think -- and I don't want
16 to misquote you -- that this was a document tailored for
17 each client?

18 A. Yes.

19 Q. And you could see that it was tailored for the
20 Grenfell Tower project when you read it?

21 A. To be honest, I don't remember that much about it, but
22 I remember at the time --

23 Q. Yes.

24 A. -- that it had a lot of information in it.

25 Q. Yes, that was specific to the Grenfell Tower project; do

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1 you remember that?

2 A. Yes. I'm sure they would have, but, as I say, I'm only
3 looking at the front page, so I haven't seen this for
4 a little while.

5 Q. All right. We can look at it.

6 If we go down to page 3 {ART00006279/3} -- I don't
7 want to rush this document, it's an important
8 document -- we can see that under "Introduction", the
9 client adviser lead would be Richmal Hardinge, and we
10 can see what her experience is, and if we look at the
11 scope of services in the black box, there are six bullet
12 points, do you see that?

13 A. Yes.

14 Q. Some of them I can well see may be generic, but item 3:
15 "Review through a Design Compliance Report agreed
16 key design packages following the production of detailed
17 drawings (Stage F) reporting to KCTMO using our
18 risk-based 'warning light methodology' backed up by our
19 firm opinions and recommendations."

20 Then if you go to the following page, page 4
21 {ART00006279/4}, you see under "Project Understanding
22 and Key Data", here are some items that are very
23 specific to the Grenfell Tower project. Do you see?

24 A. Yes.

25 Q. You have got reference to Studio E being novated, you

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1 have got a reference to the scope of works, of which the
2 third bullet point on that page is, "Over-cladding
3 external elevations to improve appearance".

4 At the end of that document, if you go to the end of
5 the document at page 11 {ART00006279/11}, you can see
6 that the fees that are set out there total £30,922.50,
7 and £600 for POE. Do you remember that?

8 A. I remember there was a fee on it ; I wouldn't have
9 remembered the figure.

10 Q. So looking at this document when you got it -- and
11 I scampered through it at some speed, Ms Williams -- it
12 would have been obvious to you that Artelia had taken
13 some time and some trouble to put together
14 a comprehensive client design adviser proposal, hadn't
15 they?

16 A. That they had used their standard document which they'd
17 tailored for us, yes.

18 Q. Well, to what extent it was standard and to what extent
19 it wasn't I can't, I think, get into with you.

20 My question is: given what had come, does it not
21 tell us that you had actually asked for this document as
22 opposed simply to asking for a brief explanation as to
23 what a CDA does in order to decide whether it would be
24 helpful to ask for one at all?

25 A. No, I am -- I would have had a conversation with Philip,

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1 "I don't know what this role entails, let me know what
2 it entails". Obviously at that point he would have
3 said, "Well, let's put a fee on it". I would have said
4 to him, "Okay, give me the whole lot and we will see
5 what it looks like", because I wasn't clear what they
6 were proposing as part of this role and I didn't know --
7 you know, I had no understanding of what a fee would be.
8 So it would be useful to get the whole package rather
9 than partial.

10 But I also see from this, or I remember from this
11 report, that they -- this person wanted -- there was
12 a timeframe as to how long they wanted to look through
13 everything, and then you got a report at the end of it.
14 So it was another process brought into the system,
15 rather than the straightforward contractual arrangement
16 we had with our contractor who had the design
17 responsibility. So there are many things about this
18 that still don't resonate as viable.

19 Q. Now, at this time, do you remember -- this is
20 February 2014 -- the TMO was evaluating the tender bids?

21 A. February 2014, I think they came back, yes.

22 Q. Yes, they came back on 14 February and this document
23 comes to you on 28 February.

24 A. Right.

25 Q. So you're actually in the process of evaluating the

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1 tender bids at that very time.

2 Would this service not have been helpful to you in
3 that exercise?

4 A. No, the tender which was being evaluated gave
5 performance specifications and we didn't have any
6 designs to look at at that stage.

7 Q. Right.

8 You know at this stage that the bidders' costs were
9 higher than the TMO's budget, all of them, weren't they?

10 A. Yes.

11 Q. And you knew that bidders had been asked to price
12 alternative cladding, hadn't they?

13 A. Yes.

14 Q. You knew I think at this stage that it was likely, if
15 not inevitable, that there would have to be a value
16 engineering exercise.

17 A. We would have to look at alternatives, yes.

18 Q. All right. That's another way of putting it. And it
19 was already, I think, envisaged that savings on cladding
20 would be central in that exercise?

21 A. If you look at the works cost, which was 8.4 million,
22 the external works were something like 3.5 million, so
23 it was one of the big-ticket items that you would look
24 at if you were looking at savings, yes.

25 Q. Yes. I think that's a yes, that you would envisage

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1 value engineering cladding.

2 A. It was on the alternative proposals as well, yes.

3 Q. So that's a yes, okay.

4 Now, I just want to show you what Phil Booth says
5 about this. Again, {Day49/175:11-15}, please. He says
6 at line 11, in answer to this question from Ms Grange:

7 "Question: But on a project like this, that
8 underwent quite a significant value engineering
9 exercise, was that perhaps another reason why a client
10 design adviser would be a good idea?

11 "Answer: Yes, I think that's fair to say."

12 Do you agree that it would have been a good idea for
13 the TMO to have its own design adviser safeguarding
14 quality in order to help the TMO as Rydon was suggesting
15 in relation to these VE options?

16 A. No, the design and build contract with its design
17 responsibilities was very clear. The specialist areas,
18 which were the ones that we were more concerned about,
19 had specialist designers. So, no, I believe that what
20 we had in place was the best option. A client design
21 adviser would have muddied the waters, meant no clear
22 line of communication, and, as I say, I don't know how
23 anybody could look at both cladding, M&E and general
24 work and be able to give advice on those.

25 So, no, I'm still clear that a client design

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1 adviser, which may be appropriate in other projects, was
 2 not because of this contract.
 3 Q. This project involved cladding, didn't it?
 4 A. It did.
 5 Q. And you had never done an overcladding exercise, had
 6 you?
 7 A. I hadn't.
 8 Q. So why wouldn't the assistance of an experienced
 9 architect, as Richmal Hardinge was, who would have been
 10 the CDA, not have assisted you at least in that?
 11 A. I didn't read that person's cladding qualifications, but
 12 we had -- our designer, Studio E, who did our basic
 13 design, had done cladding on perhaps different types of
 14 building, the KALC adjacent, for example, and I believe
 15 that they were a competent consultant, in that I know
 16 that they did their research, they looked at different
 17 materials, and then obviously the contractor who finally
 18 installed was one with a track record.
 19 Q. I see.
 20 A. So, again, I would have worries about a CDA being
 21 another tier that would be not best placed to comment on
 22 cladding or M&E.
 23 Q. Can we look at {ART00002752}, please. These are the
 24 minutes of progress meeting number 2 on 19 August 2014,
 25 and we can see that you were there, Ms Williams. Do you

1 see?
 2 A. Yes.
 3 Q. If we go to page 2 {ART00002752/2} and look at item 3,
 4 you can see that there is a heading, "Design
 5 Development". Do you see that?
 6 A. Yes.
 7 Q. Under 3.1, "CW to appoint a Client Design Adviser."
 8 A. Yes.
 9 Q. Now, there is a post-meeting note, we can see that.
 10 My question is: was the role of a client design
 11 adviser discussed at this meeting?
 12 A. I believe as Artelia, as employer's agent, lead these
 13 meetings and do the minutes, they would have given me
 14 the proposal before this and then they would have
 15 minuted "CW to appoint a Client Design Adviser".
 16 Meanwhile, I'm looking at the client design adviser role
 17 with David Gibson. I don't know whether Jenny
 18 commented, but we looked at whether that role was needed
 19 and, as I say, we decided it wasn't appropriate for the
 20 form of contract we had and the building works we were
 21 going to do.
 22 Q. Yes, you have gone a little beyond my question. My
 23 question was simply: was the role of a client design
 24 adviser discussed at this meeting?
 25 A. To the extent that it's minuted, possibly.

1 Q. But it says, you see, "CW to appoint a Client Design
 2 Adviser", and the action person is CW, that's you. So
 3 I'm just asking you: what gave rise or was there
 4 a discussion that gave rise to the action point whereby
 5 you were going to appoint a client design adviser?
 6 A. I believe Artelia put this in as a prompt to keep the
 7 subject live. Obviously we hadn't looked at the CDA or
 8 maybe got it and not discussed it thoroughly, so between
 9 the meeting and the minutes being done, the decision had
 10 been made.
 11 Q. It says underneath that:
 12 "Post Meeting Note: CW advised that the TMO will
 13 perform the role of the CDA in house. They will
 14 therefore need to sign off all design."
 15 Did you agree the wording of that post-meeting note?
 16 A. No, that was Artelia's wording, because I had caveated
 17 our response to them saying it would only be the CDA --
 18 or looking at the design that the TMO would do would
 19 only be for certain areas of the building.
 20 So, no, I didn't word that that way, and I hope
 21 I did an amendment in the following meeting.
 22 Q. Right.
 23 Now, Philip Booth was asked about this post-meeting
 24 note and, again, I just want to ask you about what he
 25 said in his evidence. Transcript, please, for

1 {Day49/181:17}. At line 17, question from Ms Grange:
 2 "Question: So it appears that there was some
 3 discussion of this at the meeting, and then
 4 a post-meeting note is added afterwards saying the TMO
 5 have decided to do it in-house.
 6 "Can you remember what was discussed at the meeting
 7 about this role?
 8 "Answer: I remember talking to Claire, her asking
 9 me, you know, 'Do we need this? What will this role
 10 include? What sort of things am I -- are they likely to
 11 be reviewing?' and taking her through that. She went
 12 away and had a think about it, and she decided
 13 afterwards -- that's why we put it as a post-meeting
 14 note -- that they could do it themselves.
 15 "Question: Yes.
 16 "Answer: Yeah. That's what I remember."
 17 Is that an accurate statement or accurate
 18 description of the discussion about this subject that
 19 you had with Mr Booth at that time?
 20 A. I don't know that it was at that time. That was the
 21 gist of the discussion I had with Philip, and that's
 22 probably the discussion that meant that I got the
 23 proposal from them.
 24 Q. Well, that can't be right chronologically, if I've
 25 understood your answer, because the proposal came in

1 February, as we've seen, and this discussion is in
 2 August.
 3 A. Yeah. No, I apologise, but clearly I don't -- I don't
 4 know how either Philip or I can remember exactly what
 5 was said at that meeting, but you understand that I'd
 6 asked for information about it, as Philip had said, and
 7 he said that he talked me through it, then there may
 8 have been a gap because he said, "She went away to think
 9 about it and she decided afterwards", that's why he put
 10 in the post-meeting note.

11 So I think the information is there, I just think
 12 the chronology is a bit dubious.

13 Q. Right.

14 Can we look at {Day49/182:10}. This is also
 15 Mr Booth's evidence to the Inquiry, and on that page at
 16 line 10 the question is put to him:

17 "... you say you remember telling Claire Williams
 18 that if the TMO was going to take on the role, it would
 19 need to sign off future designs. Is that right? You
 20 said that to her?"

21 "Answer: Yeah. So, again, change is proposed --
 22 there is no design responsibility, but they would need
 23 to say, 'Yes, we're happy with that to proceed', so
 24 a checking role still. But they would need to agree it.
 25 I couldn't as employer's agent."

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1 Do you agree with that?

2 A. That would have been the conversation I had with Philip,
 3 yes.

4 Q. I see.

5 So do you agree or did you agree that Philip Booth
 6 made it clear that you, or at any rate the TMO, would
 7 need to be responsible for checking and signing off the
 8 designs that came from Rydon?

9 A. Yes.

10 Q. Yes.

11 Can we then go to {ART00002701}. This is an email
 12 from you to Philip Booth and Peter Blythe on
 13 29 August 2014, so not very long after the meeting we
 14 have just been looking at, five days after it actually,
 15 and you say there:

16 "Last Tuesday we talked about the appointment of
 17 a design advisor, and the likelihood that this did not
 18 particularly apply to cladding and M&E elements which
 19 were designed and under guarantee. Upon discussion most
 20 of the design concerns were over the new build areas, ie
 21 the flats, nursery and boxing club."

22 Now, you have explained this email in your witness
 23 statement of 20 January 2020, if we can just look at
 24 that, page 7 {TMO00853697/7}. I'd like to look at
 25 paragraph 30 with you. You say:

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1 "Artelia explained to me that the CDA role would not
 2 touch on those discrete areas of the Project where
 3 specialist contractors would have specialist knowledge
 4 about their design and the materials used that Artelia
 5 would not have."

6 That's what you say. You say this is Artelia.
 7 Who at Artelia explained that to you?

8 A. I don't remember. I would suspect it was Philip, but
 9 I don't know.

10 Q. Well, you see, Philip Booth told Ms Grange in his
 11 evidence to the Inquiry that he never told you that the
 12 cladding would be excluded from the CDA's consideration,
 13 if the CDA was appointed. That's {Day49/182:19-25}.
 14 I don't want to go to it unless you want to see it, but
 15 that's what he said.

16 Can you comment on that?

17 A. I can't comment on his testimony, but what my
 18 recollection is is that when we talked about the role,
 19 the proposal seemed to be comprehensive and it didn't
 20 seem to exclude any areas of the project. In our
 21 conversation, we did talk about the fact that there were
 22 specialist contractors with specialist knowledge and,
 23 therefore, the CDA role was less interesting, less
 24 viable, because it only would cover areas that were
 25 social housing. I think that's right. I'm trying

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1 to ...

2 Q. Do you remember the circumstances of this conversation?
 3 For example, where were you, do you remember?

4 A. No, I'm afraid I don't. But I think the CDA role
 5 proposal they gave us didn't exclude anything. But then
 6 when we talked about it, they might have said, "Oh,
 7 well, it wouldn't cover that or cover that anyway". So,
 8 again, it puts into doubt the value of that role.

9 Q. So you say that this exclusion from scope of the CDA of
 10 cladding came from Philip Booth in a conversation?

11 A. It would be most likely Philip. I don't think I talked
 12 to anybody else at Artelia about it.

13 Q. Right. As I say, he can't recall that, and he says in
 14 his evidence that he didn't say that.

15 A. It would have been a conversation ten years ago.

16 Q. Now, to be fair to you, he does say -- and I'll show you
 17 this, this is {Day49/182:23} -- and this is in the
 18 context of excluding the cladding:

19 "Answer: I think -- and, again, I don't know, I'm
 20 not Claire, but I think she was reassured by the fact
 21 that obviously there were specialist cladding advisers
 22 coming in and that there were warranties, product
 23 warranties and product guarantees that come with the
 24 cladding.

25 "Question: Yes.

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1 "Answer: And I said, 'Well, yes, that is true, but
 2 you will still need to sign it off', and she was
 3 reassured by having those extra checks and balances."
 4 That was his evidence to the Inquiry.
 5 Does that help you with your recollection of the
 6 conversation about the scope of the CDA and cladding?
 7 A. I think Philip is saying here that the warranties and
 8 the product guarantees that come with the cladding would
 9 mean that the responsibility for design, et cetera,
 10 would be clear, but what you will have to sign off was
 11 the areas that I said we would take responsibility for,
 12 which was the social housing, the boxing club and the
 13 nursery, where I did have a communication with Rydon,
 14 and the areas that we did sign off were kitchens and
 15 radiator layouts and things like that.
 16 Q. I think that partly answers my next question, but let's
 17 see how we go.
 18 Can I go back to your email of 29 August, which is
 19 {ART00002701}, and in the second paragraph you say:
 20 "I have spoken to David Gibson and we are going to
 21 see if we can manage this within the TMO, as we are very
 22 familiar with the specifications for social housing."
 23 Now, I asked Mr Gibson yesterday about this, and
 24 I just want to ask you about it as well.
 25 What was the connection between omitting the

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1 cladding from the scope of any CDA retainer on the one
 2 hand and the specifications for social housing on the
 3 other?
 4 A. The cladding, I think we've all been very clear, is
 5 a specialist item in terms of the products, in terms of
 6 the fixing, but the social housing was all contained
 7 within the external building envelope and the
 8 specification was already written, so it was purely
 9 clarifying which kitchen layout I want, where I want the
 10 radiators to go. It was not ... it was a totally
 11 different scale of issue. I don't know if that's clear
 12 enough.
 13 Q. It may not matter.
 14 Can I then just put something to you about the
 15 decision not to take up the CDA role. You have given us
 16 your reasons. Can I just ask you whether the fact that
 17 it was going to be an extra £31,000-odd play in your
 18 decision-making?
 19 A. Not at all. The fees on this project were substantial.
 20 Q. I was going to put that.
 21 A. 30,000 was --
 22 Q. It was a drop in the ocean, wasn't it?
 23 A. It was. It was comparatively minor compared to some of
 24 the fees we were paying.
 25 Q. Exactly.

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1 A. The issue is clearly to do with design responsibility,
 2 it was never to do with cost.
 3 Q. Given that the £31,000-odd was a drop in the ocean
 4 compared with the rest of the fees on the project,
 5 wouldn't it have been worth spending the money just to
 6 have an extra layer of assurance on matters of design?
 7 A. No, it would have been a complication in the design
 8 responsibility in the contract. There were issues,
 9 I think I said to you, that the person required 10 days
 10 to look at something -- 10 days, 14 days, I can't
 11 remember -- and also they gave you a report at the end
 12 of it, they didn't actually -- they gave you something
 13 else to filter, so it wasn't in my view a perfect
 14 proposal.
 15 But the bottom line was it diluted the contractual
 16 responsibility for those specialist -- that specialist
 17 area, whether it be cladding or the M&E.
 18 Q. Can I then turn to a different topic, which is your
 19 review exercise. I think you referred to this possibly
 20 in your evidence this morning.
 21 Can we start by looking at your February 2019
 22 statement at page 34 {TMO00840364/34}, and I would like
 23 to go to paragraph 189, please. You say there:
 24 "I was involved in a review exercise which looked at
 25 avoiding any duplication of work, increasing work

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1 efficiencies and identifying other areas where savings
 2 may be achieved."
 3 That's all you say about it.
 4 First, do you recall the date or approximately the
 5 date when this exercise occurred?
 6 A. No, I don't, I'm afraid. I think ... no, I don't.
 7 Q. To put it in its context in your statement, the
 8 paragraph above it relates to a pre-contract meeting on
 9 9 April 2014 and the paragraph below it is about
 10 a meeting with the planners on 8 May 2014. Does that
 11 perhaps tell us that this exercise took place between
 12 those dates, or can you not help on that?
 13 A. No, I can't remember I'm afraid.
 14 Q. Looking at the substance, do you remember who took part
 15 in that review?
 16 A. I think David Gibson was there, but I can't recall
 17 anybody else.
 18 Q. Was it a paper exercise or was it a discussion?
 19 A. I suspect it was looking at drawings.
 20 Q. Do you remember what drawings you looked at?
 21 A. I remember that I took out a staircase. There was
 22 a plan to build -- to knock down a staircase and build
 23 a staircase in the same place, so I remember that. But
 24 I can't remember anything else specifically, I'm afraid.
 25 Q. Were any decisions made about the duplication of work

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1 that you were seeking to avoid?
2 A. Oh, I can't remember, I'm afraid. I'm no help to you.
3 Q. Similarly, does the same answer apply in relation to
4 increasing work efficiencies?
5 A. It does, yeah, it does.
6 Q. Was this exercise carried out once or more than once, do
7 you remember?
8 A. I don't remember.
9 Q. Right.
10 A. I don't remember.
11 Q. Can we then move to a completely different topic, which
12 is appointments and fees before Rydon came on board.
13 I want to start in January 2014, which is during the
14 tender process but before the bids had come back.
15 Can we start by looking at {TMO00850333}, please.
16 This is your email of 10 January 2014 to Jenny Jackson,
17 and we looked at this, or parts of it below, earlier on.
18 It's page 2 {TMO00850333/2} I think we need,
19 actually. You say:
20 "Jenny,
21 "I had a good session with Artelia yesterday, and
22 understand a lot more re the appointments. My resume
23 is ..."
24 Do you remember we looked at this about half an hour
25 ago?

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1 A. Yes.
2 Q. I think you agreed with me that there had been a meeting
3 with Artelia --
4 A. Yes.
5 Q. -- on 9 January which gave rise to you writing this
6 email on the 10th.
7 A. Yes.
8 Q. If we scan down, we can see it deals with the
9 appointments of Artelia on page 1, Max Fordham on
10 page 1, Curtins on page 1 and then over the page to
11 page 2 you can see under item 4 Studio E. Do you see
12 that?
13 A. Yes.
14 Q. Then you set out below that the fees and the novation
15 position for each. So it looks as if you have done
16 a review of who was on the contract at this stage and
17 the fee position to date?
18 A. Yes.
19 Q. And were commenting to Jenny Jackson about it?
20 A. Yes.
21 Q. Now, if we go back to her response, Jenny Jackson's
22 response at the top of this email run at page 1
23 {TMO00850333/1}, she says, and this is also
24 10 January 2014:
25 "Claire,

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1 "This is very clear and easy to understand.
2 Thank you.
3 "Your email focuses on the fees (but not on the
4 authority to appoint)."
5 Just pausing there, as we have I think discussed or
6 you have told us, Jenny Jackson was the TMO's
7 procurement adviser?
8 A. Yes.
9 Q. Did you understand Jenny Jackson to be asking about
10 whether contractors at this stage had been correctly
11 procured?
12 A. No, I was purely checking with her the appointments, and
13 obviously I was looking at the budget, that was my main
14 emphasis on this. So I wasn't talking to her about
15 appointments as such, no.
16 Q. I see. So you were looking at this purely from the
17 financial perspective?
18 A. I was, yeah.
19 Q. I follow. Let's just see how we go.
20 If we go to your February 2019 statement at page 9
21 {TMO00840364/9}, I want to look at paragraph 44 with
22 you. You say there:
23 "Studio E were the architects for the scheme
24 providing design advice and specifications and they
25 liaised with the Borough Planning. They drew up the

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1 architectural specifications for the Tower refurbishment
2 and were recommended by RBKC following their work on
3 KALC."
4 Now, Studio E's appointment was made well before you
5 started at the TMO, weren't they?
6 A. Yes.
7 Q. How did you know that RBKC had recommended Studio E?
8 A. They had, like Artelia, been working on KALC, and as
9 part of the follow-up work on Grenfell, they'd clearly
10 been happy with their performance, otherwise they would
11 have not suggested that they would be on board for the
12 Grenfell Tower project.
13 Q. Well, you say in your statement that they'd been
14 recommended, and you have just said that they
15 essentially had suggested that they would be on board,
16 you say "otherwise they wouldn't have suggested that
17 they would be on board for the Grenfell Tower project".
18 A. Yes.
19 Q. My question is: how did you know that RBKC had actually
20 recommended Studio E for the Grenfell Tower project?
21 A. I don't, but the fact that they were part of the project
22 team that moved across from the KALC meant that RBKC had
23 had no concerns over their performance.
24 Q. That may be, Ms Williams, but I just want to see if
25 I can get to the bottom of this recommendation or

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1 suggestion point.
 2 Am I to understand your evidence that, in fact, you
 3 don't know of any actual recommendation by RBKC; you're
 4 assuming simply that RBKC was happy that Studio E should
 5 work on Grenfell Tower?
 6 A. You are right, the word "recommended" is perhaps not
 7 correct, but there was obviously no problem with their
 8 performance.
 9 Q. Do you know or did you know at the time what checks or
 10 due diligence had been conducted either by RBKC or, more
 11 specifically, by the TMO into Studio E's suitability for
 12 the project before they were appointed to the
 13 Grenfell Tower project?
 14 A. I'm aware that Studio E came through an OJEU process,
 15 which has quite rigorous requirements, but no, I'm not
 16 clear on the specifics, no.
 17 Q. Did you ever take any steps to ask what due diligence
 18 Studio E had gone through for the purposes of
 19 appointment to the Grenfell Tower project?
 20 A. I did not, but I did talk to them about their
 21 experience.
 22 Q. When was that?
 23 A. Probably when I first met them.
 24 Q. Right.
 25 A. When I'm saying met them, I'm talking about

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1 Bruce Sounes. I would have asked him about, "What have
 2 you done before? What's your background?" Those sorts
 3 of questions you do when you're meeting professionals
 4 for the first time.
 5 Q. Yes, I understand. But by that time, of course,
 6 September 2013, Studio E's had already been appointed to
 7 the Grenfell Tower project, hadn't they?
 8 A. Yes.
 9 Q. Were you aware that they had never done an overcladding
 10 project before?
 11 A. No.
 12 Q. And that Bruce Sounes had no experience of overcladding
 13 a high-rise residential building?
 14 A. No, I was aware they'd worked on cladding projects
 15 because of the KALC, but I didn't know they hadn't done
 16 overcladding. I suspect it's a fairly rare project.
 17 Q. Did it occur to you to ask them whether they'd ever done
 18 any projects involving overcladding a high-rise
 19 residential building?
 20 A. I understood that they generally didn't do residential
 21 work.
 22 Q. Can we go back to Jenny Jackson's response to you of
 23 10 January, which we were looking at a minute ago
 24 {TM000850333}. In the third paragraph, she says:
 25 "The commissions for both Artelia and Studio E are

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1 above the EU threshold ..."
 2 In the fourth paragraph, she says:
 3 "The fees for Artelia from September 13 look very
 4 low given the complexity of the project."
 5 Do you know what is meant by the EU threshold?
 6 A. Yes, there are -- if you don't appoint somebody through
 7 an OJEU contract, there is a service fee beyond which
 8 you should be appointing them through an OJEU contract.
 9 It's to make sure that you don't just pay somebody --
 10 employ somebody without actually going through the
 11 formal procedures. So the OJEU thresholds are
 12 prescribed. If the fees are above a certain level, it
 13 needs to be done correctly through the OJEU process.
 14 Q. Did you know at the time what the OJEU threshold was?
 15 A. I'm wary of saying it, but I would have known at the
 16 time, yes.
 17 Q. Why are you wary of saying it?
 18 A. Because many years have passed and inflation has kicked
 19 in in the meantime. So I have a figure in my mind, but
 20 it's probably not right now.
 21 Q. I think the figure we have been looking at was £174,000.
 22 Does that ring a bell?
 23 A. No, it doesn't. I thought it was higher.
 24 Q. Okay.
 25 Were you aware of any arrangements with Studio E or

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1 with Artelia to keep their fees artificially below the
 2 EU threshold?
 3 A. No, I think they're commercial companies; they would
 4 want to be paid for what they did.
 5 Q. Did anybody from Artelia or did Jenny Jackson herself
 6 point out to you that, if Studio E were keeping their
 7 fees artificially low, it was a potential breach of the
 8 procurement rules?
 9 A. She would have picked it up, yes. I don't remember
 10 whether she said it to me, but ...
 11 Q. Did anybody else mention to you that if Studio E were
 12 keeping their fees artificially low, that was
 13 potentially a breach of the EU procurement rules?
 14 A. I don't remember anybody saying it to me, but I was
 15 mindful, and I know Jenny was very hot on this, that she
 16 would have been, you know, aware that there would be
 17 an issue if the figures went, you know, too high or too
 18 close to the thresholds. So I don't remember anybody
 19 keeping their figures artificially low. I think that
 20 would be not what commercial companies did.
 21 Q. Did anybody ever tell you that there had been
 22 an arrangement, or at least a proposal, that Studio E
 23 would defer some of their fees to a later stage?
 24 A. I don't recall any conversations like that, no.
 25 Q. Right.

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1 We can see that Jenny Jackson certainly did think,
 2 as I've shown you, that the fees for Artelia from
 3 September 2013 look very low given the complexity of the
 4 project. Did you resolve her question about why they
 5 looked so low?
 6 A. No, I didn't, but it has to be borne in mind that there
 7 were -- that the project had been instigated probably
 8 2012 and it went to 2013, then there was a stop, then it
 9 started again. So I just had the figures that I was
 10 given, which I believed were Artelia's figures. So
 11 I don't know if they had put some figures into
 12 a previous spreadsheet for works that they undertook
 13 before the stop. I hope that's clear.
 14 Q. Yes, thank you.
 15 I'm now going to turn to a different topic, which is
 16 the tender process and the decision to appoint Rydon.
 17 Can I begin with your own experience of tenders.
 18 Did you have a working knowledge of the general
 19 principles that govern an OJEU procurement process?
 20 A. I've been on the edge of them. I've never actually been
 21 part. I've always been on the sidelines, sort of thing.
 22 Q. Did you ever have any training or CPD on the rules
 23 governing an OJEU procurement process?
 24 A. No.
 25 Q. Had you ever managed or worked on such a procurement

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1 exercise before?
 2 A. No.
 3 Q. I think it would follow that you didn't have a working
 4 knowledge of the procurement processes then?
 5 A. No.
 6 Q. Can I then turn to your involvement in the Rydon tender
 7 and take you to your February 2019 statement at page 7
 8 {TMO00840364/7} please, and I want to look at
 9 paragraph 36. You say there under the heading
 10 "Procurement":
 11 "Procurement was dealt with independently by Jenny
 12 Jackson, an external consultant, to oversee compliance
 13 with OJEU regulations with all assessments and
 14 recommendations being made by Artelia the Contract
 15 Administrator and Costs Consultants. Jenny Jackson led
 16 the procurement process."
 17 If we go down to the next paragraph, 37, you say:
 18 "I am aware that Artelia sent out invitations to 5
 19 tenderers on 29 November 2013. I had marked some
 20 elements of the tenders but I had no involvement with
 21 the decision-making in relation to procurement."
 22 Was your role in the procurement exercise confined
 23 to scoring some of the elements, or was it wider than
 24 that?
 25 A. As you see from the following paragraph, I took some of

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1 the tenderers around the tower with Artelia to say,
 2 "This is the building" and to walk them round the areas
 3 they would need to be conversant with. I also arranged
 4 for some residents to help mark the resident
 5 communication section of the tender. So there were
 6 three elements, really: one, walking round the block
 7 with the tenderers, then getting the residents'
 8 involvement for the resident communication part, then
 9 I did mark some part of the tenders, and then
 10 I attended -- actually, I attended the tenderers'
 11 conference on 5 December. So, sorry, that was four
 12 things.
 13 Q. Yes. Did you also attend the interviews on
 14 7 March 2014?
 15 A. And I attended the interviews. Sorry, five things.
 16 Q. Yes. And we know that ultimately the TMO decided to
 17 appoint Rydon; yes?
 18 A. Yeah.
 19 Q. Do you know who it was within the TMO who actually made
 20 that decision?
 21 A. I believe that the figures were presented to us by
 22 Artelia, and there would have been a conversation, "This
 23 is the winner", then it would have gone from there.
 24 Q. Now, looking at paragraph 37 that I've just read to you
 25 where you say, "I had no involvement with the

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1 decision-making in relation to procurement", I just want
 2 to understand what you mean there by decision-making.
 3 Does that mean you didn't decide how the tender was
 4 structured?
 5 A. No, I didn't, that was, I suspect, Jenny with Artelia.
 6 Q. And you didn't decide who would mark which questions?
 7 A. Early on it had been said that I would be involved with
 8 the resident communication section because that would be
 9 what I would be taking forward. I don't remember
 10 whether I was told what I was going to be marking
 11 beforehand.
 12 Q. Did you have any decision-making role in how the tender
 13 process would be conducted?
 14 A. No.
 15 Q. Can I then turn to one of the roles you did occupy,
 16 which, as you have just mentioned, was resident
 17 involvement.
 18 A. Yeah.
 19 MR MILLETT: Mr Chairman, this is a slightly lengthy, not
 20 very lengthy, but a slightly lengthier topic than will
 21 occupy the time between now and the break, so I think we
 22 should -- it would be convenient if we did.
 23 SIR MARTIN MOORE-BICK: Yes, of course, we can do that now.
 24 We will have a short break now, Ms Williams. We
 25 will come back at 3.30, and please don't talk to anyone

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1 about your evidence or anything to do with it while
 2 you're out of the room.
 3 THE WITNESS: Okay, thank you.
 4 SIR MARTIN MOORE-BICK: Thank you very much.
 5 (Pause)
 6 All right, 3.30, please. Thank you.
 7 (3.17 pm)
 8 (A short break)
 9 (3.30 pm)
 10 SIR MARTIN MOORE-BICK: Right, Ms Williams, ready to carry
 11 on?
 12 THE WITNESS: I am, yes, thank you.
 13 SIR MARTIN MOORE-BICK: Thank you.
 14 Yes, Mr Millett.
 15 MR MILLETT: Thank you, Mr Chairman.
 16 Ms Williams, can I go back to an exchange we had
 17 earlier this afternoon on the 19 August 2014 minute, and
 18 I just want to take you back to that, if I may. It's at
 19 {TMO10023263/2}, please.
 20 You can see there under paragraph 3.1, under the
 21 post-meeting note we looked at, where it says:
 22 "CW advised that the TMO will perform the role of
 23 the CDA in house. They will therefore need to sign off
 24 all design."
 25 That's the document we were looking at, and I just

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1 want to go to the transcript of this afternoon to look
 2 and see what you said there.
 3 It's today's transcript at page 138, please,
 4 lines 5 to 9 {Day54/138:5-9}. I put to you:
 5 "Question: So do you agree or did you agree that
 6 Philip Booth made it clear that you, or at any rate the
 7 TMO, would need to be responsible for checking and
 8 signing off the designs that came from Rydon?
 9 "Answer: Yes."
 10 A. Did I not caveat it that it would only be the
 11 boxing club, nursery and flats?
 12 Q. I just want to focus on the question, because I just
 13 want to be clear about what you mean when you said yes
 14 there, because I then went to a different document.
 15 My question is: when you said yes, did you mean that
 16 you would be responsible for signing off that the design
 17 was compliant, or did you mean that you would simply, by
 18 signing off, approve that the designs shown reflect TMO
 19 design choices?
 20 A. The latter, that the designs were what we would expect
 21 in relation to the specification.
 22 Q. Yes, thank you.
 23 Can I then turn to the question of resident
 24 involvement in the tender process, and can we look,
 25 please, at your February 2019 statement at page 8

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1 {TMO00840364/8}, and paragraph 39 in that, please. You
 2 say there in the second sentence:
 3 "Residents were invited to take part in the tender
 4 review process. Nobody responded to the general
 5 requests for assistance and participation and so
 6 I personally contacted a number of people to invite them
 7 to participate and ultimately I persuaded two
 8 leaseholders, namely Pily Burton (Flat 165) (now sadly
 9 deceased) and Mr Barakat (Flat 92) to provide a view on
 10 behalf of residents and they assisted us when no-one
 11 else came forward. They were involved with and looked
 12 at the part of the tender concerned with the residents'
 13 consultation process and the participation with
 14 residents."
 15 Now, just first of all, to repeat a question I asked
 16 Mr Gibson this morning, are you sure that Pily Burton
 17 was asked to participate in this process? The reason
 18 I ask is because her partner, Nicholas Burton, has no
 19 recollection that that was the case?
 20 A. She was there. I specifically remember her sitting
 21 there and being part of the --
 22 Q. Right.
 23 A. The --
 24 Q. Can we then go to {TMO10005311/5}, please. This is
 25 an exchange between Councillor Blakeman,

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1 Judith Blakeman, and Peter Maddison in relation to the
 2 tower. You can see there she asks him:
 3 "Do I infer correctly from the new KALC newsletter
 4 that there has been a delay in appointing the
 5 contractors for the Grenfell Tower refurbishment and
 6 that consequently the works will not be starting in
 7 March?"
 8 This is dated 20 February 2014. So that's the
 9 topic.
 10 If we go up to the top of page 4 {TMO10005311/4},
 11 a little bit higher up the string, we can see
 12 Peter Maddison's response. He says in the third
 13 paragraph there:
 14 "Tenders are currently being evaluated. The current
 15 proposed date for interviews is Friday 7th March 2014.
 16 Are you available on this date?"
 17 Do you see that?
 18 A. Yes.
 19 Q. He mentions the interviews. He also says in the
 20 previous paragraph that they anticipated a start on site
 21 in the spring of 2014 "as we have communicated to
 22 residents and the Board".
 23 If we scroll up to the bottom of page 3
 24 {TMO10005311/3}, we can see Councillor Blakeman's
 25 response, 21 February:

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1 "PS. I hope that there will be one or more
 2 residents on the interviewing panel as well."
 3 Then if we scroll up to the bottom of page 2
 4 {TMO10005311/2}, you can see that this is an email from
 5 you to David Gibson on 21 February 2014, and you say to
 6 him:
 7 "Hi. Just seen this from Peter. I will look for
 8 leaseholder as well as tenant next week. I understand
 9 that our contractor interviews are more presentations.
 10 Do you know if Peter is aware of this? Claire."
 11 Can we take it from that, looking at the timing,
 12 that there had been no plan to involve residents in the
 13 interview process as part of the tender until
 14 Councillor Blakeman brought up the subject on
 15 20 February 2014?
 16 A. I believe that Jenny had been very clear that we should
 17 have residents look at the resident consultation
 18 section. I think there was an issue finding people, and
 19 I know I looked for many people for the 7 March
 20 interviews and nobody volunteered or ... so it was
 21 always going to be part of the tender evaluation
 22 because, as I say, Jenny had earmarked that quite early
 23 on.
 24 Q. When did you start looking for leaseholders and tenants
 25 to take part in the tender process?

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1 A. I think we'd been looking for a while, but I was still
 2 comparatively new so I was finding out who people were.
 3 So I think I'd looked -- I think I'd asked housing
 4 management if they had anybody who they could identify,
 5 because it would take people's time, and when I did ask,
 6 I think I'm aware that I'd asked 12 people for the
 7 7 March interviews, and I think those people were
 8 referred by housing management to me as being people who
 9 possibly may be available. But people declined on the
 10 basis of time or doctor's appointments, I think there
 11 was a little bit of everything.
 12 Q. The interviews were on 7 March, so at this point you
 13 only had two weeks to find some residents to sit on the
 14 assessment panel, didn't you?
 15 A. Yes.
 16 Q. Can we look at your reaction at the bottom of page 1 and
 17 over to page 2. I should show you what David Gibson
 18 sends back to you at the bottom of page 1
 19 {TMO10005311/1} and then your reaction to it:
 20 "Hi Claire, just [had] a word with Peter.
 21 "He will discuss with you next week - our current
 22 thinking is:
 23 "We assume presentation topic has not been set yet.
 24 "We assume it can/will be resident focussed.
 25 "Is it possible for the event to be 2 parts.

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1 "1) the formal scored presentation
 2 "2) Something slightly less formal, not marked to
 3 enable residents/[councillor] to engage with contractors
 4 and get some confidence they can deliver with all the
 5 constraints.
 6 "Perhaps you can work this out with Jenny."
 7 Now, this email was, if we go back to the bottom of
 8 page 1, we can see, dated 21 February. So this is all
 9 happening then, and we can see your reaction to that at
 10 the top of page 1 to Jenny Jackson:
 11 "Jenny
 12 "Are you around?"
 13 This is now 24 February, I should say:
 14 "I think we are booked into Artelia for 2pm today?
 15 "Meanwhile, can I share the below with you.
 16 "Life is getting more complicated.
 17 "Maybe we can talk this over this pm."
 18 Do you see that?
 19 A. Yes.
 20 Q. If we scroll up to Jenny Jackson's response -- well, we
 21 don't have it on here. But at this point we are only
 22 a few weeks away, or a few days away, really, from the
 23 interviews to take place.
 24 Why was life getting more complicated, Ms Williams?
 25 A. I have no idea. If there's more of the email, that

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1 might inform me. But the items that were identified in
 2 terms of the bullet points, that was for the 7 March
 3 interviews, obviously.
 4 Q. Right. I see.
 5 Let's go to the response from Jenny Jackson that
 6 I was going to show you. It's {TMO10005313}.
 7 Jenny Jackson comes back to you and says:
 8 "I assume this is a joke?"
 9 You respond to her four minutes later, the morning
 10 of 24 February:
 11 "Jenny.
 12 "I have just picked up your voicemail.
 13 "I was rolling on the floor laughing with disbelief
 14 too.
 15 "Peter is not in today, as that was my first job to
 16 book him to talk this through.
 17 "See you at 2pm at Artelia."
 18 Can you explain why you thought this was funny?
 19 A. I don't know what I was laughing on the floor about,
 20 I'm afraid. It doesn't particularly mean that it
 21 relates to the above email.
 22 Q. Well, let's scroll down, then, to page 2
 23 {TMO10005313/2}. We can see that she, Jenny, is
 24 responding to your message sharing David Gibson's
 25 message to you with her. Do you see?

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1 A. Erm --
 2 Q. And David Gibson's message to you was, as we've seen, at
 3 the bottom of page 2 and 3. So what was funny about all
 4 of that?
 5 A. Yeah, no, nothing was funny in terms of the resident
 6 communication, that was something we were always
 7 committed to. I suspect Jenny already had a scenario in
 8 mind. So I really don't understand what the comment's
 9 about. It doesn't particularly mean it relates to this.
 10 Q. What does it relate to?
 11 A. I don't know, I'm afraid, but I wouldn't make any
 12 assumptions because, as I say, what was suggested there
 13 in terms of the bullet points was fairly reasonable, but
 14 I think Jenny had already got something in mind. That
 15 would be my automatic view, looking at that.
 16 Q. Well --
 17 SIR MARTIN MOORE-BICK: Sorry, just to butt in there, if we
 18 go back to the previous document ... Can we do that,
 19 please? No, I'm sorry, the one we were looking at,
 20 I think, before that.
 21 MR MILLETT: That's {TMO10005313}.
 22 SIR MARTIN MOORE-BICK: Yes.
 23 In fairness to you, I see that there was
 24 a voicemail, which of course we don't have access to.
 25 A. Yeah. No, as I say, it could have been something

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1 totally unrelated. I would never say it was about the
 2 resident communication, because we were always clear
 3 that was what we were going to do. As I say, it was --
 4 when Jenny set out the tender premise, there was always
 5 going to be a bit on resident communication, and I was
 6 always going to be finding the people who were doing it.
 7 I don't automatically connect the two together and
 8 I wouldn't want you to either.
 9 MR MILLETT: Well, you may not, but I want to see if I can
 10 make some sense of this, you see, Ms Williams, and you
 11 understand why it's important that we might have to do
 12 that.
 13 Let's take it in stages. If you scroll down to
 14 page 2 {TMO10005313/2}, just so we're very clear about
 15 the documents we've got, David Gibson writes to you,
 16 21 February:
 17 "Hi Claire, just [had] a word with Peter.
 18 "He will discuss with you next week - our current
 19 thinking is ..."
 20 We can see what he sets out there on page 3
 21 {TMO10005313/3}:
 22 "... presentation topic has not been set yet.
 23 "We assume it can/will be resident focussed.
 24 "Is it possible for the event to be 2 parts.
 25 "... formal ...

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1 "... Something slightly less formal ..."
 2 That's what he says.
 3 That then goes, as we can see if we go back up to
 4 page 2 {TMO10005313/2}, do you see that, from you to
 5 Jenny Jackson?
 6 A. Yeah.
 7 Q. And you say:
 8 "Meanwhile, can I share the below with you.
 9 "Life is getting more complicated.
 10 "Maybe we can talk this over ..."
 11 That's all you say.
 12 A. Yeah.
 13 Q. Then above that, as we can see, she responds to you
 14 saying:
 15 "I assume this is a joke?"
 16 Pausing there, what is it you thought she was
 17 referring to by the "this"?
 18 A. I don't know whether she was querying the elements of
 19 the interview that Peter had laid out, or whether, as
 20 I say, she already had something in mind and she was
 21 surprised that another proposal was being put forward.
 22 I don't know, I can't respond for her.
 23 Q. I would like you to, because you say in response:
 24 "I was rolling on the floor laughing with disbelief
 25 too."

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1 Which means that you're sharing a joke about
 2 something, and what I would like to know is what was the
 3 joke that you were sharing with Jenny Jackson?
 4 A. I don't know, but it could have been totally unrelated.
 5 As I say, I confirmed that the TMO was committed to
 6 resident consultation, that was never an issue. For me,
 7 it was an issue finding people in -- over the period,
 8 because I was still new to the project, but there's
 9 nothing that I can see that was funny. I think what was
 10 suggested was quite reasonable.
 11 Q. Right.
 12 When did you ask housing management for residents'
 13 names to be put forward for the purposes of the tender?
 14 A. I'd asked probably fairly early on, when I understood
 15 that that was required, and --
 16 Q. Yes, when was that?
 17 A. Yeah, no, I honestly don't remember.
 18 Q. Do you remember who you asked?
 19 A. I would have asked Jan Jones, who was the housing
 20 manager.
 21 Q. Right.
 22 Now, in your witness statement -- and it's in
 23 various places, actually, but certainly the
 24 February 2019 statement at paragraph 149
 25 {TMO00840364/27} -- you say that the residents -- that's

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1 Pily Burton and Mr Barakat -- were involved with and
 2 looked at the part of the tender process concerned with
 3 the residents' consultation process and participation
 4 with residents.
 5 A. Yes.
 6 Q. As we understand it, there were two resident
 7 representatives invited to score, and you have told us
 8 who they are. There may be a question mark about
 9 Pily Burton, but you have given us your evidence on
 10 that.
 11 Is it right that they scored one question on the PQQ
 12 and one question on the ITT?
 13 A. I believe it would have been on the ITT, because the PQQ
 14 part of the tender process was complete. I don't
 15 remember which questions they scored. There was
 16 a PowerPoint in relation to it. Jenny presented them
 17 with a PowerPoint, because obviously they were laypeople
 18 and didn't know what they would be looking at, so there
 19 was a ten-minute presentation explaining what the
 20 purpose of the morning or the afternoon was, what we
 21 were looking at, and just briefing them on things they
 22 might be looking at. And, as I say, Mr Barakat and
 23 Mrs Burton were both there, and participate -- I think,
 24 as I say, it was probably only a morning or
 25 an afternoon; it wasn't a whole day.

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1 Q. Let's start with the PQQ, looking at the questions they
 2 were asked to score. Can we go to {ART00008909},
 3 please. On page 1 of that document, you can see that
 4 there's some general administrative information, you can
 5 see that, with weightings across the page.
 6 If you look at the second page {ART00008909/2},
 7 please, at the bottom of the second page we can see that
 8 there is item 10, "Technical ability". Do you see that?
 9 The bidder is asked to provide three examples of major
 10 works.
 11 A. Yes, I didn't see the PQQ at the time, so this is the
 12 first time I've seen this document.
 13 Q. Oh, is that right? You've never seen this document?
 14 A. Yeah, because I think the PQQ closed sometime in
 15 September and, as a result of that, the number of
 16 contractors were filtered out to a smaller number who
 17 were then invited to tender, the ITT process.
 18 Q. Right.
 19 A. So that's why I said that I believed Mrs Burton and
 20 Mr Barakat were both involved in the invitation to
 21 tender because, as a result of that, the tenderer was
 22 selected.
 23 Q. I see.
 24 A. So I haven't seen the PQQ stuff. It was before my time
 25 and something I wasn't involved with.

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1 Q. But when you came into the tender process, did you not
 2 look at the PQQs and how they were scored?
 3 A. No.
 4 Q. Why is that?
 5 A. Because it was being managed by Jenny with Artelia, and
 6 as I say, the PQQs is spreading the net to see who's
 7 going to be involved with the tender. As a result of
 8 the PQQs there was a -- five contractors who were
 9 invited to tender. So the PQQ was a filtering
 10 mechanism.
 11 Q. Right. I see.
 12 Can we then go to the next document, which I think
 13 is offline, which is {TM000847721}. Just help me with
 14 this: was this the ITT spreadsheet?
 15 A. This would have been Artelia's overall spreadsheet, yes.
 16 Q. Right. We can see from your initials that you were
 17 involved in this, and by this, do I mean the ITT?
 18 A. It looks more like the ITT, because this includes myself
 19 and David and Philip, who would be the next set of
 20 people.
 21 Q. Right, okay.
 22 Now, if we scroll to rows 16 and 17, we can see
 23 question 7.0 at row 16, "Resident liaison", do you see
 24 that?
 25 A. Yes.

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1 Q. Then 7.1.
 2 I think I'm right in saying -- and we can scroll up
 3 and down if you like -- that this is the only question
 4 where a resident was asked to provide their evaluation.
 5 Is that right?
 6 A. My recollection is it was more, because it did take --
 7 we were there for an hour or two at least.
 8 Q. Well, this is, I think, a summary sheet of the results
 9 of the -- or, rather, who was to evaluate what part of
 10 the ITT. We can scroll up and down it. Perhaps we
 11 should scroll to the top and then scroll slowly down to
 12 the bottom so you can see the document in its full form.
 13 A. So this is Artelia's, and I don't know I would have seen
 14 this particularly, but it seems to me this is one part
 15 of the document. This relates to just one section.
 16 I think there was other sections.
 17 Q. Right. Well, looking at 7.1, "Resident liaison", we can
 18 see from that, rows 16 and 17, that residents, you and
 19 Jenny Jackson, JJ, were to score that topic; yes?
 20 A. Yes.
 21 Q. Were there any other topics from recollection that you
 22 thought or you think that residents were also asked to
 23 score?
 24 A. I believe that there were definitely different scores
 25 for different things, so I don't know whether it was

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1 broken down further, but it was about how a contractor
 2 would anticipate communicating with residents when they
 3 were on site, so it did ask them specific questions. So
 4 I don't know whether their 1,500 words was broken into
 5 topics.
 6 Q. Right. But looking at the general topics -- perhaps we
 7 can just go from the top, just to make sure we've got
 8 your evidence really clear on this. If we go to the top
 9 of the document, we can see the topics. The first one
 10 is, I think, general, and that's about the organisation
 11 and supply chains. Then under 2 is logistics. Now, it
 12 doesn't look as if that was something that residents
 13 were asked to score, and no reason why they should be.
 14 Do you accept that?
 15 A. Yes.
 16 Q. Then 3, programme. Again, it doesn't look like that
 17 that was something that residents were going to be asked
 18 to score and, again, there is no reason why they should
 19 be; correct?
 20 A. Yes.
 21 Q. Then supply chain, same question; yes?
 22 A. Yes.
 23 Q. And then planning, again, the same question: you
 24 wouldn't expect residents to have any meaningful input
 25 into that, would you?

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1 A. No.
 2 Q. Then quality, is that something you would have expected
 3 residents to have input into?
 4 A. No.
 5 Q. Resident liaison, yes, we've seen that.
 6 Grant funding, is that something you would have
 7 expected residents to have input into?
 8 A. No.
 9 Q. And environmental, what about that?
 10 A. Minimise -- no.
 11 Q. No, that's about minimisation of waste and recycling.
 12 Then tender price, which is at the bottom and not
 13 I think a topic on its own.
 14 A. No.
 15 Q. And then interview scoring.
 16 So it's identified, I think, nine topics in all.
 17 Are there any other topics from recollection you can
 18 think of where the residents were asked to provide their
 19 scores?
 20 A. I can't remember. I don't remember this documentation,
 21 and I don't remember exactly what the residents were
 22 asked to --
 23 Q. Right.
 24 A. As I say, that question 7 may have been broken down into
 25 more specific detail, because I think if you looked at

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1 the paragraph, there was about five or six points.
 2 Q. Yes.
 3 Can we then look at the context in which this sits,
 4 which is Artelia's final tender report. This is at
 5 {ART00002197}, please, and I would like to have pages 7
 6 and 8 up together on the screen.
 7 On page 7 {ART00002197/7}, we see there is a box on
 8 the bottom of that page with the criteria and the
 9 weighting, and you can see the tender price gets 34%,
 10 the price for alternative works gets 6%; do you see
 11 that?
 12 A. Yes.
 13 Q. And then there is technical quality with a list of
 14 subpercentages; do you see that?
 15 A. Yes.
 16 Q. Organisation, logistics, programme, supply chain,
 17 planning.
 18 Then over the page onto page 8 {ART00002197/8},
 19 quality, resident liaison, grant funding and
 20 environment. They correspond, don't they, to the score
 21 sheet we've just been looking at?
 22 A. Yes.
 23 Q. The Excel spreadsheet. We can see that resident liaison
 24 there gets 15%. Do you see that?
 25 A. Yes.

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1 Q. If it's right that the only issue that residents were
 2 invited to comment on was resident liaison, as we've
 3 seen, then they were really limited in the scope of
 4 their comments to 15% of the overall percentage.
 5 A. It's weighted 15%, yes.
 6 Q. Indeed.
 7 A. In this part, obviously we were trying to get residents
 8 to attend the formal interviews and, as I say, I did
 9 approach 12 residents, of whom nobody was interested or
 10 had the time.
 11 Q. Right.
 12 I put to you the list of things such as programme
 13 and quality, and I think you readily accepted that those
 14 were not things which you would have expected the
 15 residents to be involved in scoring. I may have put
 16 that to you too readily and you may have accepted it too
 17 readily, but maybe not.
 18 So can I ask the question: why were residents not
 19 invited to score on items such as programme or quality?
 20 A. The programme would be something that you would be
 21 asking the contractor, how would they programme their
 22 works. You would be looking for reasonable lead-in
 23 times, you would be looking for a programme that was
 24 viable. We already heard from Artelia in anticipation
 25 of a number of weeks, we would expect maybe them to put

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1 the trades in order so you could understand the
2 programme. It would be unlikely that a layperson would
3 understand that.
4 Q. When you say a layperson, what assumptions were you
5 making about the components of the profile of the
6 residents who occupied this building?
7 A. I would make no assumptions about their profile, because
8 I know there were many different people, with many
9 different skills. But to have an understanding of
10 a building programme is something that perhaps wouldn't
11 have crossed most people's experience.
12 Q. That was an assumption you made, was it, or did you
13 actually ask people what skills --
14 A. No, we didn't ask people, we made the assumption, but as
15 I say, I would never underestimate the skills of
16 residents.
17 Q. No, I'm not suggesting that you would underestimate the
18 skills they did have, but I'm really suggesting to you
19 that you assumed they didn't have skills relating to
20 programme or quality that could be brought to bear in
21 the tender process?
22 A. Possibly, yes.
23 Q. I see.
24 Now, we also see, while we're on those two pages,
25 how the scores then break down.

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1 Interview, I think, is at the very bottom of that
2 box on page 8 at 5%. So I think technical quality
3 accounts for 55% of the score, price gets 34%, and
4 interviews get 5%.
5 The interviews were the other area in which
6 residents could participate.
7 A. Yes.
8 Q. So, in total, they get, in terms of weighting,
9 participation in something which is 15% and something
10 which is 5%, so 20% in all, and beyond that they're not
11 involved.
12 A. Weighted. Yes.
13 Q. Am I right in thinking that in every case residents'
14 scores were considered along with the TMO's scores?
15 A. Yes.
16 Q. Were they averaged together?
17 A. That's the way that I believe the scoring is usually
18 done, yes, there's a --
19 Q. I see. So the residents' scores didn't stand alone as
20 a 15% score?
21 A. No.
22 Q. It was your views and their views combined?
23 A. Yes, I think there is a mechanism for doing this which
24 Artelia did.
25 Q. Are you all right?

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1 A. Yeah, no, I'm fine, just --
2 Q. Philip Booth told us that the process was that the
3 Artelia numbers would then be compared with the
4 TMO/resident numbers and then the decision would be made
5 as to the final score; is that right?
6 A. Yeah, they do a median or something of that sort,
7 there's a --
8 Q. Yes.
9 A. -- calculation.
10 Q. So I think this process has so far been able to quantify
11 the input that residents had into the tender process; is
12 that a fair summary of what we've just been discussing?
13 A. That they did look at those two areas you have
14 discussed, yes.
15 Q. Then I can turn, I think, to the reports which
16 recommended Rydon. The first is a document which we
17 have been looking at previously in this Inquiry, which
18 is {ART00002197}, and this is Artelia's final tender
19 report of 12 March 2014. This is a document that I'm
20 going to assume you saw at the time.
21 A. Yes.
22 Q. And were familiar with; yes?
23 A. Yes.
24 Q. Yes, can we go to page 25 {ART00002197/25} of that.
25 This is the formal part of it where they express their

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1 conclusion, and they recommend that approval be given to
2 appointment of Rydon as a contractor. I have summarised
3 it there, but that's right, isn't it?
4 A. Yes.
5 Q. They explain their reasons for that:
6 "... the most competitive tender price and the
7 highest quality [marking] making it the most
8 economically advantageous tender."
9 Do you recall that two days before that on 10 March
10 you produced a report about the tender internally for
11 the TMO?
12 A. I did a report, yes, I don't know the timing of it.
13 Q. Let's go to it. It's {TMO10040921}. This is a report
14 I think you produced, looking at its first page,
15 entitled "Permission to let the Grenfell Tower
16 contract", do you see that?
17 A. Yes.
18 Q. This is your report, I think, isn't it?
19 A. Yes, I did a report, so --
20 Q. We can scroll to the bottom. If we just scroll to the
21 bottom of the document, we can see your name there.
22 A. Yeah. It looks like my format, yes.
23 Q. Claire Williams, 10 March 2014, just to put it beyond
24 doubt.
25 A. Yeah.

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1 Q. Going back up it , if we can go to page 2
 2 {TMO10040921/2}, we can see, as we have done, your date,
 3 but if we go up a little bit , we get your
 4 recommendation, do you see that?:
 5 "It is recommended that the contract be let to Rydon
 6 after the ' standstill ' period which is 10 days from the
 7 announcement of the selection in lines with OJEU
 8 regulations so that any challenges can be addressed."
 9 You see that?
 10 A. Yes.
 11 Q. This is the date of 10 March. Would you say that by
 12 that date it was clear to you that Rydon had effectively
 13 won?
 14 A. I think that , yes, Artelia had done some work with the
 15 numbers and I think it was, yeah, obviously --
 16 Q. I mean, you had had the interviews.
 17 A. Yes, yeah, because the interviews were the 7th, weren't
 18 they?
 19 Q. Exactly right , they were on the 7th, and you had had the
 20 ITTs and they'd been scored.
 21 My question again: would you say that , by the time
 22 you came to write this report, it was clear to you at
 23 least that Rydon had in effect won?
 24 A. Yes.
 25 Q. Did you discuss this report or, rather, your

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1 recommendation in it with anybody at the TMO before you
 2 wrote this report?
 3 A. I would have. There would have been a draft , so yes.
 4 Q. Who did you discuss it with?
 5 A. I would have shared a draft with David Gibson, possibly
 6 with Peter Maddison.
 7 Q. Now, here you see, as I've shown you, that you refer to
 8 the standstill period being ten days from the
 9 announcement of selection in line with OJEU regulations.
 10 Can we assume that you were familiar at least to that
 11 extent with the OJEU standstill period?
 12 A. I believe Jenny would have told me that was the bottom
 13 line , yes.
 14 Q. Did you know what its purpose was?
 15 A. Only that, as it says here, to allow any challenges to
 16 be made.
 17 Q. In the third paragraph there are some bullet points, and
 18 you say just above those:
 19 "The main proviso is that after the contract is let ,
 20 discussions are held promptly with Rydon to deal
 21 with ..."
 22 And there are a number of things in those bullet
 23 points. The last bullet point says this :
 24 "The contract sum should not extend beyond the works
 25 original budget for the scheme allowed of £8.415k. The

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1 budget as stated on 8 January 2013 is £9.768m comprising
 2 fees £8.415k and fees £1.353k."
 3 Now, you make it very clear -- and this is your main
 4 proviso, as I'm showing you -- that the discussions on
 5 that bullet point should be had after the contract is
 6 let . Was that your understanding at the date you signed
 7 this report?
 8 A. I suspect that that was what -- I would have talked to
 9 my manager about it, and I think that would have been
 10 the outcome, yes.
 11 Q. You would have talked to your manager. That's
 12 David Gibson, isn't it?
 13 A. Yeah, yeah.
 14 Q. So is it right that you and David Gibson well
 15 understood, and indeed were prepared to report as a main
 16 proviso, that there would be no discussions on the
 17 subject of budgets exceeding £8.415 million until after
 18 the contract was let?
 19 A. Well, that's what I've written, so yes.
 20 Q. It is , and I'm really just suggesting to you, very
 21 simply, that that is what you understood at the time.
 22 A. Yes, it was.
 23 Q. What was the source of your understanding that those
 24 discussions could only happen after the contract was
 25 let?

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1 A. I believe I would have been talking to Jenny.
 2 Q. I see.
 3 Now, your list doesn't include anything about value
 4 engineering. At the time you wrote this report, did you
 5 understand that the TMO would be seeking to value
 6 engineer the contract down further from Rydon's quoted
 7 price of £9.2 million-odd?
 8 A. I was aware that the tender had come in higher than the
 9 budget, yes, but I obviously wasn't clear as to how we
 10 were going to get there, apart from, as it says here,
 11 discuss after the contract is let , which is -- I don't
 12 know whether that's the only way to do it .
 13 Q. Yes. I mean, do we understand your final bullet point
 14 there essentially to be an allusion to value engineering
 15 down from 9.2 to 8.14 million?
 16 A. It says it shouldn't extend beyond the works budget, so
 17 yes.
 18 Q. Thank you.
 19 Moving a little bit further forward in time, did you
 20 go to a meeting at the TMO's offices on 18 March 2014
 21 with Rydon?
 22 A. I don't know. Do we know what the meeting was about?
 23 What was the ...
 24 Q. We do. Let's look at {RYD00003302}. There is a long
 25 run-up to this, but in the middle of page 1 there is

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1 an email from Steve Blake to David Gibson, copied to
 2 you, which follows some earlier emails below it --
 3 A. Okay.
 4 Q. -- from David Gibson to Steve Blake earlier that day --
 5 A. Right.
 6 Q. -- in which David Gibson sends Steve Blake a simple
 7 spreadsheet indicating areas for price reductions to the
 8 tune of £800,000.
 9 A. Okay.
 10 Q. In the middle email, Steve Blake says to David Gibson by
 11 way of response:
 12 "Hi David,
 13 "Understand what's required and see no reason why
 14 this can't be achieved.
 15 "Your spreadsheet says a Tuesday pm meet rather than
 16 Monday pm as email which would work perfectly.
 17 "As requested we will respond early Monday ..."
 18 You see that?
 19 A. Yeah.
 20 Q. Then the meeting took place, and there are other
 21 documents I can show you, I think, but the meeting then
 22 took place, as Mr Gibson told us this morning, in the
 23 afternoon of Tuesday, 18 March 2014 with Rydon at the
 24 TMO's offices, and he said that you were there.
 25 A. Yeah, no, that's fine, I just wasn't clear what the

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1 subject was, but yes, no, I was there.
 2 Q. That was the subject.
 3 Now, Artelia was not at that meeting, were they?
 4 A. I don't remember. I don't know.
 5 Q. Do you remember anything about the meeting?
 6 A. I think we looked at a list of possible savings.
 7 Q. Was the list given to you by Rydon?
 8 A. I think we both had lists .
 9 Q. You both had lists . Were they the same lists or were
 10 they separate lists ?
 11 A. Oh, don't remember, don't remember. I think there were
 12 ideas put forward and I think they were put forward by
 13 both parties .
 14 Q. Right.
 15 Well, let's first look, then, at the spreadsheet
 16 that David Gibson had sent to Steve Blake, which is
 17 attached to his email which was copied to you on
 18 13 March and that is at {RYD00003301}, please, from
 19 memory.
 20 Was that a document that was on the table, if there
 21 was a table, at the meeting of 18 March?
 22 (Pause)
 23 A. It could have been, yes.
 24 Q. Right.
 25 Can I show you another document, which is

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1 {RYD00003490}, please. This is a Rydon document which
 2 sets out savings under a number of heads, but under the
 3 overall title for "Grenfell Tower, Value Engineering
 4 Options".
 5 Now, we know that this document was sent by Rydon,
 6 Katie Bachellier, to the TMO on 20 March. Was this
 7 document on the table at the 18 March meeting?
 8 A. I don't remember.
 9 Q. Does it look familiar?
 10 A. It does look familiar, but I don't know when I saw it.
 11 Q. You would have seen it on 20 March or thereafter, my
 12 question is really whether it was put on the table in
 13 front of the TMO at the 18 March meeting.
 14 A. I don't remember, but they may have just talked around
 15 it .
 16 Q. I see.
 17 Do you remember discussions about savings for
 18 cladding that would result by substituting aluminium for
 19 zinc?
 20 A. We'd always looked at the big-ticket items to see if
 21 there was any options there, and clearly that is one
 22 item that's on this list, yeah, so it would have been
 23 talked about.
 24 Q. You can see that this document identifies a saving of
 25 £293,000-odd for cladding. Was that discussed at this

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1 meeting, do you remember?
 2 A. Well, I don't know whether -- as I say, my suspicion
 3 would be that Rydon would talk around it and perhaps not
 4 a figure. They would say, "We'll take it away and look
 5 at it". So you said this came out on the 20th, so quite
 6 likely they did take it away and think about it .
 7 Q. Right. So you have at least this recollection: that
 8 there was a meeting at the TMO's offices with Rydon to
 9 talk about prices and reduction in their bid --
 10 A. Yes.
 11 Q. -- on 18 March?
 12 A. Yes.
 13 Q. And that was before notification of the winner; yes?
 14 A. It was, yes.
 15 Q. And that was -- it would follow, of course -- before the
 16 letting of the contract; yes?
 17 A. Yes.
 18 Q. And that was contrary to what you had said as a proviso
 19 in your 10 March report, wasn't it?
 20 A. Yes.
 21 Q. Why was that? Why was this meeting happening in spite
 22 of your clear proviso in your 10 March report?
 23 A. I believe the TMO wanted to get resolution of the
 24 contract sum as soon as possible.
 25 Q. Did you realise that having a discussion of this nature

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1 with Rydon would put the tender process at risk of being
 2 compromised?
 3 A. I was aware that Peter had taken legal advice, but
 4 I think that the aim was to see if we could very quickly
 5 resolve the contract sum so that -- as you say, it
 6 perhaps was trying to look at the options earlier,
 7 perhaps, than after the standstill period, yes.
 8 Q. Do you accept that it was contrary to the proviso that
 9 you had set out in your --
 10 A. It was different from my report, yes.
 11 Q. It was contrary to it. It's not just different; it's
 12 contrary to it.
 13 A. Yes, it was contrary to it, yes.
 14 Q. Thank you.
 15 We've never seen a written note of this meeting.
 16 Now, you were there. Do you remember whether anybody
 17 took a written note of this meeting?
 18 A. I didn't. I suspect it was more looking at headings and
 19 talking through any options.
 20 Q. Looking at headings and talking through options isn't of
 21 itself a reason not to take a note of a meeting where
 22 you are discussing an £800,000 reduction to
 23 a £9.2 million budget.
 24 Was there a discussion at the meeting about not
 25 taking a note of the meeting, Ms Williams?

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1 A. I don't recall that being mentioned.
 2 Q. Can you explain why there is no written record of this
 3 meeting at all?
 4 A. No, I don't know.
 5 Q. Is it because the meeting was a secret meeting which was
 6 improper, as everybody well knew who were present?
 7 A. I don't think so. I don't think -- "improper" is
 8 an emotive word.
 9 Q. All right, let me try a different word.
 10 Is it the position that there was no written note of
 11 this meeting because everybody who was attending knew
 12 that it shouldn't be taking place?
 13 A. I think it was an introductory meeting to look at what
 14 we could look at in terms of options, and I don't
 15 remember there being -- I was probably the most junior
 16 in the room, so possibly I should have taken notes, but
 17 I wasn't asked to.
 18 Q. Did anybody at the meeting say, "Let's not take a note
 19 of this meeting, it's offline"?
 20 A. I don't remember that being mentioned, but as I say,
 21 you know, people probably would have looked to me as the
 22 most junior in the room and I wasn't asked to take
 23 notes, so I didn't.
 24 Q. Did you have any sort of say as to whether this meeting
 25 should take place contrary to the proviso that you had

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1 put very clearly in your 10 March report?
 2 A. No.
 3 Q. Did you express any kind of dismay that the meeting was
 4 happening contrary to what you had put in your report?
 5 A. No.
 6 Q. Did you feel that you could say that?
 7 A. I wanted to move the project forward and I didn't say
 8 anything against this idea of having a meeting.
 9 Q. Now, could you please go next to {ART00008632}. This is
 10 the letter to Rydon dated 18 March 2014 in which Rydon
 11 are told that they are the preferred bidder, and I'm
 12 summarising what's said in the first paragraph there.
 13 But looking at it a little bit more closely, the writer
 14 of this letter, which is Phil Booth from Artelia, says
 15 in the second line:
 16 "We have now concluded the tender evaluation process
 17 and we have been authorised by the Kensington and
 18 Chelsea TMO (KCTMO), as Employer's Agent for the
 19 above-mentioned project, to inform you that you are the
 20 preferred bidder and it is the intention of KCTMO to
 21 enter into contract with you subject to the agreement of
 22 the site boundary and formal approval from the KCTMO
 23 Board and the Royal Borough of Kensington and Chelsea
 24 Council (RBKC)."
 25 There is no mention in there of the meeting of

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1 18 March or any prospective value engineering in this
 2 letter, is there?
 3 A. I'm only seeing the top of the letter, but ...
 4 Q. Well --
 5 A. I suspect not. At this stage, no, probably not.
 6 Q. -- you can take it from me that there isn't.
 7 This letter was sent out -- we will see, let's go to
 8 {ART00008755}. This is the email under which this
 9 letter was sent by Peter Blythe of Artelia to
 10 Peter Arnold at Rydon, and you can see the time,
 11 5.55 pm. So that was after the 18 March meeting, wasn't
 12 it?
 13 A. Yes.
 14 Q. So was the decision to send this letter made between the
 15 end of the 18 March meeting at the TMO's offices and
 16 5.55 pm that same day?
 17 A. I don't know.
 18 Q. Who was it at the TMO who told Artelia to send this
 19 message, send this letter?
 20 A. I don't know, it wasn't myself.
 21 Q. It wasn't you?
 22 A. No.
 23 Q. You don't know who it was?
 24 A. No.
 25 Q. If it wasn't you, it can only have been either

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1 Peter Maddison or David Gibson, surely?
 2 A. Yes, it would have been one of those two, but it wasn't
 3 myself.
 4 Q. Right.
 5 Was Artelia's notification to Rydon held back until
 6 they had agreed or at least indicated that they could
 7 reduce their price by the £800,000 that the TMO had
 8 indicated?
 9 A. I don't know, I wasn't involved with the sending out of
 10 the notice, so I don't know.
 11 Q. Right.
 12 Can we go to your February 2019 statement, please,
 13 at page 32 {TMO00840364/32}, and I would like to go to
 14 paragraph 181. At paragraph 181 you say this:
 15 "On 17 March 2014 ..."
 16 Then you refer to a document.
 17 "... Artelia formally advised Rydon that their
 18 tender proposals had been accepted. Their tender
 19 proposals were for £9.2 million which was above the
 20 funding available, but was thought to be achievable with
 21 some refinement aimed at saving approximately £500K.
 22 I am aware that it was identified at that stage that
 23 there could be a saving of almost £250K in respect of
 24 the cladding."
 25 Now, note the date: 17 March.

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1 If we go to the exhibit that you're referring to,
 2 which you refer to as CW/27, that is at {TMO10005474}.
 3 Let's look at what it is you refer to there.
 4 Now, this is a letter which bears the 17 March date,
 5 and the title -- and it's to Rydon -- is "Notice of
 6 award of a contract subject to agreement over site
 7 boundary issues, Enhancements and Improvements to
 8 Grenfell Tower ..." et cetera.
 9 Now, that is not the final version that was sent to
 10 Rydon I showed you a moment ago, was it, because that
 11 version had 18 March on it, and a different title?
 12 A. Yes. That's a different version, yeah.
 13 Q. It's a different version. So this is an earlier
 14 version, isn't it?
 15 A. Yes.
 16 Q. So what you are referring to in your statement as the
 17 17 March letter is in fact not the right document. That
 18 wasn't the document under which Rydon were notified that
 19 they were the winner, was it?
 20 A. Agreed.
 21 Q. Right.
 22 At this stage -- well, perhaps we should just look
 23 at some metadata on it. If we go to {ART00002210}, we
 24 can see here that this document I'm showing you on the
 25 screen now gets amended by somebody called Jenny. We

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1 can see that these amendments are made.
 2 If we go to page 8 {ART00002210/8} of this document,
 3 we I think can see a bit more detail about the timing
 4 and the identity of the person who made the amendments,
 5 because here are the -- I've called it metadata; it's
 6 a list of the changes. You can see that Jenny makes the
 7 changes and you can see that they are all made in the
 8 early evening of 17 March. Can you see.
 9 A. Yes.
 10 Q. Jenny, I'm going to assume -- unless you tell me
 11 differently -- is Jenny Jackson?
 12 A. I assume so, yes.
 13 Q. Was there any other Jenny involved in this process?
 14 A. No.
 15 Q. So it looks as if the document you refer to not only
 16 wasn't the one that was sent out, but was then amended
 17 by Jenny late in the day on 17 March.
 18 Now, at that stage, of course, the 18 March meeting
 19 was scheduled but hadn't yet happened, had it?
 20 A. Mm.
 21 Q. Is there a reason why this letter didn't go out on
 22 17 March?
 23 A. I can only assume what everybody looking at it would
 24 assume, that they'd written it on the 17th and Jenny
 25 picked up errors that meant it didn't go until -- it

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1 wasn't revised and didn't get posted out until the 18th.
 2 Q. Is the reason why this letter didn't go out on 17 March,
 3 or perhaps early in the morning of 18 March, when she'd
 4 made her amendments, because you were waiting to see
 5 what happened at the 18 March meeting with Rydon?
 6 A. I don't know. I don't know whether it took Artelia
 7 a while to do the amendments. I don't know, I wasn't
 8 involved with this part of the tender.
 9 Q. You see, had the notifications been sent to the bidders
 10 on 17 March, that Rydon were the winner and the others
 11 were the losers, then a meeting on 18 March with Rydon
 12 would have occurred at least post-notification and not
 13 pre-notification, wouldn't it?
 14 A. Yes.
 15 Q. When you did your witness statement and said that the
 16 winners were formally informed on 17 March, why did you
 17 do that?
 18 A. My assumption was that I probably had the draft letter
 19 in my directories, in my folders, but I possibly didn't
 20 have the amended 18 March one, so I'd assumed the
 21 17 March one, which clearly seeing this now was a draft,
 22 had been sent out.
 23 Q. When was the first time that you discovered that in fact
 24 the notification of preferred bidder status was sent to
 25 Rydon on 18 March and not 17 March as you said in your

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1 statement?
 2 A. Probably only recently, in the last month, maybe,
 3 something like that.
 4 Q. Is there any reason why you didn't see fit to make
 5 a correction by way of a supplemental statement?
 6 A. No, it obviously wasn't brought to my attention, so ...
 7 I would have if I'd spotted it, but, as I say, to me it
 8 looks as though I'd saved the original letter in my
 9 directory and didn't have the updated one.
 10 Q. Right.
 11 Could one of the reasons be -- and tell me if this
 12 is wrong -- that you knew very well that the letter to
 13 Rydon did not go until the evening of 18 March, after
 14 the all-important meeting with Rydon, and that you said
 15 17 March in order to make it look as if it had gone
 16 before?
 17 A. I wish I had the acumen to think like that. No, it was
 18 a pure admin error on my part, because I'd got the wrong
 19 bit of paper in my folders.
 20 Q. Now, you were fully aware of all the conversations going
 21 on within Rydon between 11 and 18 March about value
 22 engineering, weren't you?
 23 A. I was at that meeting that you have described, the 18th.
 24 I don't know what else you mean by --
 25 Q. Well, you were privy to the emails.

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1 A. Oh, yeah, I was copied in the emails, agreed.
 2 Q. You were copied in on the emails, and so you can tell at
 3 least from the emails that we have seen that you were
 4 aware that, within the TMO, there were discussions
 5 between the TMO and Rydon about value engineering to the
 6 tune of £800,000?
 7 A. Yes, yeah.
 8 Q. Why haven't you mentioned anything about that in your
 9 statement, or statements?
 10 A. I don't know. I suspect the emphasis in my statements
 11 was more about the construction of the tower rather than
 12 some of the background. I don't know. It would have
 13 been something I would have been advised on and it
 14 possibly wasn't highlighted.
 15 Q. Is one of the reasons why there is nothing at all in
 16 your witness statements about these discussions with
 17 Rydon prior to the notification of preferred bidder
 18 status because you knew they were improper?
 19 A. No, I deny that. That's not true. It was something
 20 that wasn't picked up. I was concentrating and was
 21 obviously guided as to what I put in my statement. My
 22 emphasis was more on the construction of the tower. The
 23 tender process wasn't something that I was majorly
 24 involved with, and didn't cross my mind.
 25 MR MILLETT: Mr Chairman, is that a convenient moment?

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1 SIR MARTIN MOORE-BICK: Yes, I think it is, thank you very
 2 much.
 3 Well, Ms Williams, I think we have reached the point
 4 where we ought to stop for the day. I am going to have
 5 to ask you to come back and answer some more questions
 6 tomorrow, but I think you were expecting that anyway.
 7 THE WITNESS: I was.
 8 SIR MARTIN MOORE-BICK: We will resume at 10 o'clock
 9 tomorrow, please, and in the meantime --
 10 THE WITNESS: Tomorrow?
 11 MR MILLETT: Monday.
 12 SIR MARTIN MOORE-BICK: I'm sorry, Monday. Yes, I'm
 13 forgetting myself, aren't I?
 14 We will resume at 10 o'clock on Monday, and in the
 15 meantime, because there are several days between now and
 16 then, please don't talk to anyone about your evidence or
 17 anything related to it.
 18 THE WITNESS: I won't.
 19 SIR MARTIN MOORE-BICK: All right? Thank you very much.
 20 THE WITNESS: Thank you.
 21 SIR MARTIN MOORE-BICK: You go with the usher, then, please.
 22 (Pause)
 23 Right, Mr Millett, thank you very much.
 24 MR MILLETT: Monday, thank you.
 25 SIR MARTIN MOORE-BICK: 10 o'clock on Monday. Thank you

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1 very much.
 2 (4.30 pm)
 3 (The hearing adjourned until 10 am on
 4 Monday, 19 October 2020)
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