

OPUS 2

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Grenfell Tower Inquiry

Day 31

September 7, 2020

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1 Monday, 7 September 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. We're going to continue hearing
 5 evidence from witnesses who were working for Rydon at
 6 the time of the refurbishment.
 7 Yes, Mr Millett.
 8 MR MILLETT: Good morning, Mr Chairman. We are. I'm going
 9 to call Mr Zak Maynard now, please.
 10 SIR MARTIN MOORE-BICK: Thank you.
 11 MR ZAK MAYNARD (affirmed)
 12 SIR MARTIN MOORE-BICK: Thank you very much, Mr Maynard.
 13 Would you like to sit down and make yourself
 14 comfortable.
 15 Yes, Mr Millett.
 16 Questions from COUNSEL TO THE INQUIRY
 17 MR MILLETT: Mr Chairman.
 18 Good morning, Mr Maynard. Can I start by thanking
 19 you very much for coming to the Inquiry and assisting us
 20 with our investigations. We are extremely grateful to
 21 you.
 22 Just a couple of preliminary points.
 23 If you have any difficulty hearing or understanding
 24 any of my questions, please just ask me to repeat them
 25 and I will do that, or I will put the question in

1

1 a different way.
 2 Also, if you could keep your voice up, so that the
 3 transcriber, who is sitting to your right, can get down
 4 everything you say, that would be extremely helpful.
 5 If you need a break at any point, please just
 6 indicate and we can take a short break.
 7 You have made one statement, dated 30 August 2019.
 8 Can I please have that shown to you. It appears on your
 9 screen in front of you as {RYD00094346}. It's also in
 10 a hard copy in the file on the desk in front of you as
 11 well, if you need to look at the paper version.
 12 A. Yeah.
 13 Q. Can I ask you to go to page 3 {RYD00094346/3} in that
 14 statement, please.
 15 A. Yeah.
 16 Q. You will see a signature there. Is that your signature?
 17 A. Yes.
 18 Q. Have you read this statement recently?
 19 A. Yes.
 20 Q. Can you confirm that its contents are true?
 21 A. Yes.
 22 Q. Now, as well as your personal witness statement,
 23 Mr Maynard, there is also a statement given by Rydon as
 24 a company, and I would just like you to look at that
 25 with me for a moment, if you would. It is

2

1 {RYD00094236}.
 2 Do you recognise this document or have you seen it
 3 before, do you think?
 4 A. Er --
 5 Q. This is the first page of it. It's a very long
 6 document.
 7 A. I don't think so.
 8 Q. You don't think so?
 9 A. No, I don't think -- I don't recall that.
 10 Q. Do you remember whether you were ever asked to make any
 11 contribution to a company statement to be given to the
 12 Inquiry?
 13 A. No, I wasn't.
 14 Q. No.
 15 Let's start with a document, {RYD00094244}, please.
 16 This is Rydon's tender pack, submitted for the
 17 Grenfell Tower project, dated 13 February 2014.
 18 Is this a document, just looking at its first page,
 19 that you contributed to or have seen before?
 20 A. I've seen it.
 21 Q. You have seen it. Did you contribute to its being put
 22 together, do you think?
 23 A. Minimally, if at all.
 24 Q. Can I ask you to look at page 35 {RYD00094244/35}. This
 25 is a copy of your CV or a part of this document which

3

1 contains your CV.
 2 A. Yes.
 3 Q. Just having a look at that and refreshing your memory of
 4 it, do you remember whether you wrote that?
 5 A. I would have had an involvement in creating it. It was
 6 a standard CV that got put into our tender submissions.
 7 Q. Right.
 8 A. So it wasn't specific to this tender.
 9 Q. Right. You say you would have had an involvement in
 10 creating it.
 11 A. Yeah.
 12 Q. Does that mean that, before it went into this tender
 13 submission, you approved it as accurate?
 14 A. No, it would have been done previously to this tender
 15 submission --
 16 Q. Right.
 17 A. -- as a document that I would have had input into and
 18 created, and therefore it can be inserted into any
 19 tender submission that we did.
 20 Q. I see.
 21 Do you remember -- and I know it was a long time
 22 ago -- bearing in mind that the date of this document
 23 was February 2014, how long before February 2014 was
 24 your last involvement in this CV?
 25 A. I don't know.

4

1 Q. Now, can we look at the top right-hand corner, where it
 2 says, "Position within the Team".
 3 A. Yeah.
 4 Q. "Managing Surveyor."
 5 A. Yeah.
 6 Q. Before I ask you these questions, just so I understand
 7 it, this was a one-size-fits-all CV for any project, was
 8 it?
 9 A. Yeah, the bulk of it was, yeah, and then it might be
 10 tailored for the relevant project experience to suit.
 11 Q. Right. That takes me to another question: do you
 12 remember whether this CV was tailored to the
 13 Grenfell Tower project in any way to suit?
 14 A. I don't know.
 15 Q. Right. If you think in any respect it was, as we go
 16 through this part of this document, please tell me.
 17 A. Okay.
 18 Q. Now, it shows you there as managing surveyor.
 19 A. Yeah.
 20 Q. That was a role that you had generally in Rydon at the
 21 time, was it?
 22 A. At the time, yes.
 23 Q. Okay. And that was your role in respect of the
 24 Grenfell Tower project as at May 2014, I think, wasn't
 25 it?

5

1 A. Correct.
 2 Q. Yes, and that was before your promotion to commercial
 3 manager, was it?
 4 A. Correct.
 5 Q. Now, if you look at the second paragraph on the
 6 left-hand side, it says under "Profile":
 7 "Currently, he is overseeing a number of
 8 refurbishment schemes which involve PPC 2000, NEC3 and
 9 JCT Minor Works construction forms ranging from £500,000
 10 to £10 million in value."
 11 Was any of those projects an overcladding project?
 12 A. Yes.
 13 Q. Which ones?
 14 A. We did overcladding in Camden, and we did
 15 an overcladding project in Ferrier Point.
 16 Q. It says:
 17 "Currently, he is overseeing a number of
 18 refurbishment schemes ..."
 19 A. Yeah.
 20 Q. As at February 2014, when this document was presented to
 21 the TMO -- so focusing on the word "currently" -- which
 22 of those projects identified there that it describes you
 23 as overseeing was an overcladding project?
 24 A. Sorry, what, in the "Relevant Project Experience"
 25 beneath it or ...?

6

1 Q. Under "Profile", yes.
 2 A. Just in the general bit at the top?
 3 Q. Yes.
 4 A. None of them. There was no -- at that time there was no
 5 current overcladding works.
 6 Q. Right, okay.
 7 Now, if you look on the right-hand side, under "Role
 8 within the Team", it says:
 9 "Zak's role is to oversee all aspects of financial
 10 control and reporting on all projects delivered by the
 11 Refurbishment Team."
 12 Do you agree with that summary of your role so far
 13 as it pertains to the Grenfell Tower project?
 14 A. Yes.
 15 Q. Carrying on with that, it says:
 16 "He manages a team of Surveyors and responsibilities
 17 include resource procurement; measurement of works;
 18 monthly valuations and payment to subcontractors with
 19 reference to the project budget; producing cash flow
 20 forecasts for clients and for internal reporting;
 21 costing project variations and providing alternatives;
 22 advising the team on budgetary allowances; and reporting
 23 internally by way of cost/value reconciliations."
 24 I've read that all to you, and I just want to break
 25 it down, if I can.

7

1 Start with the managing of a team of surveyors. As
 2 at February 2014, how many surveyors were you managing?
 3 (Pause)
 4 A. I think perhaps five or six.
 5 Q. Right. Were they all professionally qualified?
 6 A. No.
 7 Q. Was any of them professionally qualified?
 8 A. By professionally qualified, if you mean RICS, then no.
 9 We had a few that had started out their HNC. I don't
 10 think there was any other degree-qualified members of
 11 the team.
 12 Q. Right.
 13 When it says that you manage a team of surveyors,
 14 can you give us an idea, brief idea, of what it is you
 15 would do to manage those surveyors?
 16 A. I guess I would mentor them in a way that if they had
 17 any issues with their procurement, I would try and help
 18 them through that. I would check things for them, if
 19 they came to me with certain things. If we had resource
 20 issues, I would try and raise it with my management, and
 21 see if there's anything we could do to help.
 22 Q. Right.
 23 A. Those kind of roles, really.
 24 Q. Yes, I see.
 25 Did you have regular meetings with your surveyors?

8

1 A. We had regular team meetings. We had regular team
2 meetings with -- as a whole team, as well as some team
3 meetings just with the surveyors, yeah, as some updates,
4 yeah.
5 Q. When you say the whole team, you mean the whole project
6 team?
7 A. The whole refurbishment team.
8 Q. Yes, the whole refurbishment project team.
9 Let me just be clear: did you have regular meetings
10 with the surveyors team you were managing?
11 A. Yes.
12 Q. You did. How regular?
13 A. We all sat very close together, so it wasn't necessarily
14 always a formal meeting. Probably a formal meeting, it
15 might have been once a month, perhaps.
16 Q. Now, Mr Lawrence was the contracts manager on the
17 Grenfell Tower project, and we've heard from him. He
18 had significant day-to-day involvement in the management
19 of the Grenfell Tower project. I say that; would you
20 agree with that?
21 A. Yes.
22 Q. Yes. He was your line manager, was he?
23 A. He wasn't my line manager. He was responsible for this
24 project. My line manager would be in to Steve Blake.
25 Q. I see.

9

1 Did you receive instructions from Simon Lawrence or
2 report to him in any respect in respect of the
3 Grenfell Tower project?
4 A. Yes. Obviously if we -- anything financial or a report
5 that we produced, we would issue it to Simon to ensure
6 he was okay with it as the contracts manager.
7 Q. Right.
8 A. So, yeah.
9 Q. Okay. So on financial matters?
10 A. Yes.
11 Q. I see. Any other matters?
12 A. Well, no, generally I was only involved really in
13 financial matters, so ...
14 Q. Right, okay.
15 How did you generally communicate with him? Was it
16 by telephone or email?
17 A. Quite often it was email. Could be telephone, but more
18 often than not, email was the choice of contact.
19 Q. Yes. Were you sitting in the same office as him?
20 A. No. I was office-based in Forest Row. He was more
21 site-based.
22 Q. Yes.
23 A. That was his project.
24 Q. Do you know or can you tell us what systems existed in
25 place, as at the first part of 2014 at least, to ensure

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1 that all the relevant knowledge about the project was
2 shared between your team of surveyors and you managing
3 them on the one hand, and the wider team, including
4 Mr Lawrence, on the other?
5 A. With regards to -- there would be a project handover
6 meeting at the start where the pre-construction team
7 would try and hand over the information that they knew
8 to the production team, so that then they could
9 hopefully take it on, on board, and run with the job
10 smoothly.
11 Q. Yes.
12 How did the role of project manager -- so not
13 contracts manager but project manager -- fit into that
14 structure, can you help us?
15 A. Yeah, so the project manager reported to the contract
16 manager.
17 Q. I see.
18 Did you or your team receive instructions from the
19 project manager or report to him on this project?
20 A. Yeah, the project surveyor would liaise with the project
21 manager, but it would generally be the contracts manager
22 that would obviously adjudicate between the two and make
23 the decision. But if a project manager needed something
24 on site to be ordered, then the job surveyor would do
25 that for him.

11

1 Q. Yes, I follow. Was that, again, in relation to
2 financial matters, so far as you were concerned?
3 A. Yes.
4 Q. I see.
5 Now, you say that Stephen Blake was your line
6 manager --
7 A. Yes.
8 Q. -- on the Grenfell Tower project. What involvement did
9 he have on a day-to-day basis, so far as you --
10 A. As far as I was concerned, I would obviously report to
11 him on any of the financial implications or any
12 financial advice of how the job was going. So it would
13 be that sort of day-to-day involvement. Again, he was
14 sat not far away from me in the office, so it would be
15 general catch-ups every day, how are things progressing,
16 cash in, cash out.
17 Obviously quite often it was more global
18 discussions, because I wasn't just focused on
19 Grenfell Tower, I was across all six/seven live projects
20 that we currently had. So although Grenfell would be
21 part of that discussion, it would be also about all the
22 other jobs.
23 Q. I see. So was your reporting to and taking instructions
24 from Mr Blake on the Grenfell Tower project typical of
25 the way you two worked together on the other projects

12

1 you were working on at the time?
 2 A. Yeah, I would say so, yeah.
 3 Q. Just looking down at the list of things for which you
 4 were responsible, you can see, about three-quarters of
 5 the way down that column under "Role within the Team",
 6 it says:
 7 "... costing project variations and providing
 8 alternatives ..."
 9 Just on costing project variations, if we can just
 10 focus on that --
 11 A. Yeah.
 12 Q. -- did that involve assessing the financial implications
 13 of changes to projects, such as decisions to change what
 14 material was to be used?
 15 A. You would be involved in that, yeah. Yes, you would,
 16 you would be involved in the financial implications of
 17 it for someone to make a decision, yeah.
 18 Q. What about providing alternatives? Does that tell us
 19 that you, on this project, Grenfell, were responsible
 20 for suggesting alternative products for use on
 21 a project?
 22 A. No, we would be heavily reliant on our supply chain. So
 23 our supply chain and subcontractors would quite often
 24 review and come up with potential alternatives for the
 25 design team to approve.

13

1 Q. I see.
 2 "Advising the team on budgetary allowances", you
 3 will see that's the next --
 4 A. Yeah.
 5 Q. -- item in that list. Does that tell us that it was
 6 your role, at least so far as the Grenfell Tower project
 7 was concerned, to make sure that Rydon was working to
 8 budget?
 9 A. It would be to advise where we are at a current stage
 10 against that budget, so then people can make informed
 11 decisions of what they want to do.
 12 Q. That meant, did it, ensuring that Rydon was aware of
 13 what it could afford and couldn't afford, working within
 14 the budget that it had been given by the client?
 15 A. It would be regular reporting against the original
 16 tender submission.
 17 Q. And how regular?
 18 A. We would do it monthly. We would update our forecasts,
 19 and as part of that process we would review each job
 20 that we had.
 21 Q. Right.
 22 You say, "We would update the forecast monthly"; who
 23 would be responsible for the updating of the forecast?
 24 A. Normally the project surveyor would update their --
 25 a CVR, and that would then feed into me, and then

14

1 I would look at it globally with all the other projects
 2 and then create a spreadsheet that I submit to Steve for
 3 him to review, give further direction.
 4 Q. Yes.
 5 Just going back to an answer you gave me a moment
 6 ago about suggesting alternative materials, you said
 7 that you were heavily reliant on your supply chain
 8 partner or subcontractor.
 9 When you say "heavily", do you mean there was some
 10 role for you in making those suggestions, or were you
 11 completely reliant on them?
 12 A. To be honest, most of the time we would be very reliant
 13 on subcontractors to review a specification and advise
 14 us. Being specialists in their individual trades, we
 15 would quite often rely on them to come up with those
 16 alternatives.
 17 Q. Right. I'm not sure that quite answers my question. It
 18 may seem pedantic, but there is a bit of a difference
 19 between completely reliant and heavily reliant.
 20 A. Yeah.
 21 Q. Did you essentially just go with what they said?
 22 A. No. We would ask them to come up with potential
 23 alternatives as a way of offering some kind of VE, and
 24 then we would look at that, put that forward for
 25 adjudication and see if any of them were viable, and

15

1 then we took them towards the design team, so ...
 2 Q. Okay. So heavily but not completely?
 3 A. I would say, yeah, unless you had previous experience
 4 from another scheme of something that had been changed
 5 that works.
 6 Q. I see.
 7 Now, can we go back to your statement, and I would
 8 like you to look, please, with me at paragraph 5 on
 9 page 1 {RYD00094346}.
 10 A. Yeah.
 11 Q. You say there:
 12 "I was not involved at the start of the tender
 13 process; I became involved at the start of the Project,
 14 after the contract had been awarded. My role at this
 15 time was more client facing; the client was Kensington
 16 and Chelsea Tenant Management Organisation ('the
 17 Client')."
 18 Now, the CV said that your role was to oversee all
 19 aspects of financial control, and we looked at that.
 20 In the light of the statement in paragraph 5 there,
 21 is it fair to say that your role was to do that, but
 22 also to be the liaison with the client on the issues
 23 that you have identified?
 24 A. Sorry, the project surveyor and the contracts manager
 25 would generally be client liaison.

16

1 Q. Yes.
 2 A. The contracts manager, more often than not, would be
 3 direct liaising with a client. I wasn't always
 4 direct -- directly liaising with a client, it would feed
 5 through one sort of single point, so quite often it
 6 would be the contract manager that dealt with the
 7 client.
 8 Q. Can you just help us understand what you mean when you
 9 say, "My role at this time was more client facing".
 10 What does "client facing" mean?
 11 A. I guess there is a client and then there is a client's
 12 employer's agent. So I would be involved with Artelia
 13 on a cost side of things, but generally, with regards to
 14 managing the overall client, that would be through the
 15 contracts manager.
 16 Q. I see, and who was it at Artelia that was your primary
 17 point of contact?
 18 A. At the time it would be Chweechen.
 19 Q. Chweechen Lim?
 20 A. Yes.
 21 Q. Now, can I ask you to look at paragraph 6. You say:
 22 "I was aware that Rydon was selected as the
 23 preferred contractor after the tender process had been
 24 brought to a conclusion. I considered the contract with
 25 the contracts manager and looked at the sub-contractor

17

1 packages included; we then allocated the packages with
 2 the assistance of the surveyor who had considered the
 3 contractors register."
 4 When exactly, to the best of your recollection, did
 5 you become involved with this project, the
 6 Grenfell Tower project?
 7 A. Well, obviously the tender submission had gone in, and
 8 then we would have been given notice of when it -- we
 9 were the preferred contractor, so it was going our way.
 10 So as soon as it become evident that it was going to be
 11 a live project, then I would start to get more involved.
 12 Q. Okay.
 13 You say in paragraph 6 that you became involved
 14 after the tender process -- well, it says what it says,
 15 but it says that you were aware that Rydon was selected
 16 as the preferred contractor after the tender process had
 17 been brought to a conclusion.
 18 I just want to be clear: are you saying that you
 19 weren't involved in the tender process at all?
 20 A. From my recollection, I was barely involved in the
 21 tender process.
 22 Q. Barely involved, okay.
 23 Were you involved in the project at any earlier time
 24 than the tender, internally at least within Rydon, do
 25 you remember?

18

1 A. Not from my memory, no.
 2 Q. Right.
 3 Now, you say, "I considered the contract". Does
 4 that mean that you studied the draft JCT form contract
 5 to be entered with the TMO?
 6 A. No. We had a legal team that did that.
 7 Q. Right. When you say, "I considered the contract with
 8 the contracts manager", what did you do?
 9 A. The contract being the actual work content, we would
 10 review the work content and the packages involved and
 11 then start to look at the order process and the
 12 procurement.
 13 Q. I see. So when you say "contract", you really mean
 14 job --
 15 A. Yeah. Yeah.
 16 Q. -- in reality. Does that tell us that you didn't become
 17 familiar with the written terms of the legal contract,
 18 even in draft?
 19 A. I would start to get -- with regards to the employer's
 20 requirements and the drawings, but our legal team would
 21 review the actual main contract and they would be in
 22 charge of that, and then if we had a query on that, we
 23 would generally revert to them.
 24 Q. I see.
 25 Did you have any role in discussing the terms of the

19

1 contract with the legal team?
 2 A. That wasn't my role.
 3 Q. Did you have any role in discussing the terms of the
 4 legal contract with anybody else in the project team?
 5 A. No. Again, it wasn't my role.
 6 Q. Did you discuss any of the terms in draft form prior to
 7 the conclusion of the contract in October 2014 with
 8 anyone in the team?
 9 A. No, it wasn't part of my role.
 10 Q. Did you ever get a chance to read or study any parts of
 11 the contract before it was signed?
 12 A. I didn't.
 13 Q. No.
 14 Let's then turn to the topic of your early
 15 involvement, having done some general questions on that.
 16 Can I ask you to look, please, first at
 17 {RYD00001203/4}. This is an email from Robert Powell at
 18 Appleyards, who then became Artelia, to Steve Blake on
 19 5 April 2013. Note the year. It attaches a suite of
 20 drawings and the stage D report for this project. In
 21 his email, Mr Powell says:
 22 "Steve
 23 "Good talking with you just now.
 24 "Perhaps you would have a look at the attached-
 25 supporting information for the proposed redevelopment of

20

1 Grenfell Tower - RBK&C.
 2 "If you would be prepared to venture a check price
 3 against this it would help us - recognising that we need
 4 to agree a usable framework I means of procurement with
 5 RBK&C.
 6 "As mentioned, we are talking to more than one
 7 contractor in consideration of such an appointment and
 8 our client is looking to utilise their existing
 9 frameworks to procure same.
 10 "I will send a separate email shortly to connect you
 11 with my contact Keith Rule."
 12 If we go up to page 3 {RYD00001203/3}, please, and
 13 look at the bottom, Steve Blake responds to
 14 Robert Powell on 9 April, four days later, in an email
 15 that's copied to you. Do you see that?
 16 A. Yeah.
 17 Q. And he says:
 18 "Hi Robert,
 19 "As promised ..."
 20 Then if you look at the third paragraph, he says:
 21 "In addition I have copied in Alan Sharrocks who as
 22 Contracts Manager knows a lot more about tower blocks
 23 than I do and our Managing Surveyor Zak Maynard who will
 24 be able to provide budget advice."
 25 Then -- and I'm just going to trace this through

21

1 with you, if I can -- if you look a little bit higher up
 2 page 3, Mr Powell responds to that email:
 3 "Steve
 4 "Many thanks".
 5 This is also copied to you. Do you see that?
 6 A. Yeah.
 7 Q. He says:
 8 "Many thanks.
 9 "I am having a 'Grenfell Tower' day tomorrow with
 10 our team in London. Is there any chance we might get
 11 some costs feedback against the schedule and drawings
 12 I sent you to discuss at our meeting?
 13 "Perhaps let me know when we could expect same if
 14 tomorrow is too big an ask."
 15 Then if we look at page 2 {RYD00001203/2}, Mr Blake
 16 responds later that day and says that's too soon, again
 17 copied to you:
 18 "Bit too soon for tomorrow but would be happy to
 19 meet to understand scope of works and budget etc."
 20 Then at the top of page 2, Mr Powell comes back to
 21 Mr Blake, not copied to you, the same day, and says in
 22 the second line:
 23 "Happy to have a phone conversation with whoever
 24 needs to know from your perspective, in the hope we can
 25 get some 'quick & dirty' costings on the info I have

22

1 sent to you."
 2 Then bottom of page 1 {RYD00001203/1}, please,
 3 Mr Blake then puts him in touch with you, if we see that
 4 there. He says to Robert Powell, and again copied to
 5 you, this time 10 April:
 6 "Rob
 7 "Unfortunately I am on leave today and in any event
 8 it would be a big ask to cost such a scheme today.
 9 "By copy of email I will let Alan and Zak know
 10 [that's you].
 11 "We will help as much as we can."
 12 As I say, you were copied in on this.
 13 Now, I have shown you all of that exchange -- or
 14 most of it, because there's a final email from
 15 Robert Powell, copied to you, on the same day, "No
 16 worries - I wasn't expecting prices back today".
 17 Do you recall this email exchange?
 18 A. No.
 19 Q. Was it common for Rydon to provide "quick and dirty"
 20 information, as was asked for, by way of a price check?
 21 A. You could get requests for that, to give some budget --
 22 Q. Right.
 23 A. -- metre squared prices and things.
 24 Q. What did "quick and dirty" mean to you, do you remember?
 25 A. It would just be like a budget -- a high-level budget.

23

1 Q. High level.
 2 Did you provide any "quick and dirty costings", do
 3 you remember?
 4 A. Not from my recollection, no.
 5 Q. Do you remember whether you spoke to Mr Powell by
 6 telephone as he had suggested?
 7 A. I don't.
 8 Q. Can I ask you to look at {RYD00001193}, and look at
 9 page 1. This is the continuation of this email chain.
 10 In the middle email on that page, this is an email
 11 from Steve Blake to Alan Sharrocks and you, 10 April:
 12 "Something dodgy going on here with incumbent
 13 contractor.
 14 "If either get chance could you make contact -
 15 thanks."
 16 Do you remember seeing that email at the time? Does
 17 this trigger a recollection?
 18 A. No.
 19 Q. Do you remember what you understood Mr Blake to mean by
 20 "Something dodgy going on here with incumbent
 21 contractor"?
 22 A. Probably that he can only be assuming that there's
 23 obviously -- by the way he's put "incumbent contractor",
 24 obviously someone's on site at the moment or someone's
 25 on board at the moment and it's not going to be

24

1 continuing with them, and he's obviously asked me or
2 Alan to make contact. I don't remember me personally
3 making contact.

4 Q. What you're telling us is you reading this email now,
5 this doesn't trigger a recollection?

6 A. No.

7 Q. Okay. But I would like to try to get to your
8 recollection at the time, so let's try and stick with
9 that.

10 At the top of the page, Mr Sharrocks then responds
11 to you and says:

12 "Zak

13 "If its financial info they are looking for its
14 better you call them mate, maybe some typical m2 costs
15 for rain screen and double glazing will suffice .

16 "I've looked the scheme funding up and its a £9.4m
17 pot for the whole Grenfell Tower regen, £6m from council
18 and £3.4m from TMO.

19 "Reading what's on the internet it's a political
20 nightmare, there's a website dedicated to complaining
21 about phase 1 and the scheme in general. It looks like
22 they have been forced into doing something with the
23 tower."

24 Do you remember whether you called Appleyards, as
25 Mr Sharrocks had suggested?

25

1 A. I don't. I don't remember.

2 Q. Do you remember whether you wrote to them, made any
3 contact of any kind?

4 A. No. I honestly don't remember the ...

5 Q. Okay.

6 I'm showing you this. You obviously don't remember
7 anything about it. This was ten months before Rydon's
8 formal submission.

9 A. Yeah.

10 Q. And 11 months before Rydon was notified that it was the
11 preferred bidder in the March of 2014.

12 Having shown you this run of material now, when you
13 say at paragraph 5 of your statement that you were
14 involved at the start of the project after the contract
15 was awarded --

16 A. Yeah.

17 Q. -- that's not right, is it?

18 A. Well, it is, because I'm not sure how much I got
19 involved in that, and if it was a budget cost, it could
20 have been just a metre squared rate. I wasn't involved
21 in the actual tender bid and creating and forming of
22 that tender bid, so that's what I'm saying there.

23 Q. Okay.

24 A. That's not part of the tender bid.

25 Q. Right. I mean, you don't refer to this early

26

1 involvement in 2013 anywhere in your statement, and
2 I was just keen to know why that was.

3 A. I don't remember it.

4 Q. All right.

5 Now, let's turn to the topic of the selection of
6 contractors. I would like to ask you about Rydon's
7 process for the selection of subcontractors for the
8 Grenfell project.

9 Can we look at Simon O'Connor's witness statement,
10 first of all. That's at {RYD00094221/6}, please.

11 I would like you to look with me at paragraph 13, which
12 runs over the page to {RYD00094221/7}.

13 He says, at the bottom of the page:

14 "I believed that the specialist subcontractors
15 engaged by Rydon who designed the works would have been
16 selected for the project from an approved list by Rydon.
17 My understanding was that subcontractors had to be
18 vetted first before being added to the approved
19 subcontractor list, although the selection of
20 subcontractors for Grenfell would have happened at the
21 tender/award stage and before I was involved."

22 Now, just pausing there, we, the Inquiry, haven't
23 been able to locate a copy of any approved list of
24 subcontractors which were used by Rydon at this time.
25 Do you remember whether there was such a document?

27

1 A. I know we had some subcontractor questionnaire forms
2 that were filled in by subcontractors. There was
3 a finance element and there was a health and safety
4 element. The form would go off to health and safety and
5 the form would go off to accounts for the relevant bits
6 for approval, and I believe at the time there was
7 an issue with actually formulating it into a database,
8 and I do remember there was issues with creating this
9 subcontractor database, so there was one place that you
10 could go and get the list of subcontractors.

11 Q. Where was that?

12 A. Sorry?

13 Q. You say there was one --

14 A. No --

15 Q. You mean there wasn't a place where you could get it or
16 there was?

17 A. No, they were in the process of forming a database at
18 the time, I remember that.

19 Q. I see. When you say "at the time", you mean at the time
20 of the tender or --

21 A. Yeah, around that time.

22 Q. Okay. So does that tell us that if, in relation to the
23 Grenfell Tower project, you wanted to know who was on
24 the approved list of subcontractors, there wasn't
25 a single place you could go?

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1 A. Generally, you would either, I think, call someone in
 2 health and safety to confirm whether they had a vetting
 3 form done, you could call accounts to see if they had
 4 had all their information, and also obviously if we had
 5 previously used a subcontractor, then obviously you
 6 would know that they had had that vetting form done
 7 previously.
 8 Q. How regularly, to your recollection, were those vetting
 9 forms updated in relation to subcontractors used in the
 10 past?
 11 A. I'm not sure.
 12 Q. I mean, would it be the case that if you had used
 13 a subcontractor three years previously, you wouldn't
 14 need to refresh the information you had about them, or
 15 would you?
 16 A. Arguably you should, after three years --
 17 Q. Well, did you?
 18 A. I don't remember being ...
 19 Q. Right.
 20 Now, we had asked Mr O'Connor, when he came to give
 21 evidence in July, whether he personally checked whether
 22 any of the subcontractors used on the Grenfell Tower
 23 project were on the approved list, and he said that he
 24 didn't, but he also said that that would have been done
 25 by the surveyor, and he mentioned your name.

29

1 A. Yeah.
 2 Q. On this project, do you remember whether you did check
 3 the approved list or the approved information, at least,
 4 prior to sending tender requests to subcontractors or
 5 prior to appointing them?
 6 A. We would have -- if we were using a regular -- like
 7 JS Wright, who has been mentioned in there, or Harleys,
 8 then we would know that they're approved because we've
 9 used them previously, so therefore we wouldn't need to
 10 check, and if we were looking at a new subcontractor
 11 then, yeah, before we appointed them we could -- we
 12 should get their subcontractor questionnaire filled out
 13 and returned before we appoint them.
 14 Q. Right.
 15 Do you remember how -- well, let me just push the
 16 question a bit harder, actually.
 17 Did you yourself personally, as Mr O'Connor has
 18 suggested, actually check a list or lists of
 19 subcontractors before appointments were made?
 20 A. I would have done. For certain subcontractors that were
 21 new --
 22 Q. Right.
 23 A. -- that I hadn't heard of, I would have known that
 24 they're not on our database, so we would have sent them
 25 out a form.

30

1 Q. Can you, sitting here, remember who they were or some of
 2 them?
 3 A. No.
 4 Q. No.
 5 So far as Harley were concerned --
 6 A. Yeah.
 7 Q. -- they were subcontractors that we know that Rydon had
 8 used before on previous projects?
 9 A. Yeah.
 10 Q. What was the most recent project that Rydon had used
 11 Harley on, prior to February 2013?
 12 A. That would have been Ferrier Point, which I think
 13 finished in 2011 or 2012.
 14 Q. Right. Yes. So one or two years before Grenfell?
 15 A. Yeah. Yeah.
 16 Q. Were any systems in place to update the information
 17 about Harley, financial or health and safety, given that
 18 one or two years had elapsed since that previous project
 19 with them?
 20 A. Generally it would only get flagged by accounts.
 21 Q. By accounts?
 22 A. By -- at the time, because if they had -- insurance
 23 details, et cetera, need to be sent to accounts to pay
 24 them, so that would have been the flag at that point,
 25 that we can't pay them because we don't have the

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1 insurance details. So that would have been the flag
 2 that it needs updating.
 3 Q. Was it, do you remember, with Harley?
 4 A. I don't remember.
 5 Q. What about JS Wright, when was the last project you had
 6 with them?
 7 A. I can't remember with JS Wright.
 8 (Pause)
 9 I think they might have been involved on the
 10 Ashmole Estate project, from memory.
 11 Q. Okay, all right.
 12 Now, in Mr O'Connor's statement, which I think we've
 13 still got on the screen --
 14 A. Yeah.
 15 Q. -- he says that subcontractors had to be vetted first
 16 before being added to the approved list. Is he right
 17 about that?
 18 A. Yeah, if they were new subcontractors, then yes.
 19 Q. What did that vetting process involve, can you help?
 20 A. Yes, so it was like what I said before. There was
 21 a questionnaire form that was filled in. It had health
 22 and safety questions and finance questions. The
 23 subcontractors would fill that in, it would get returned
 24 via a project surveyor, and then they would forward it
 25 to the health and safety department to run through, and

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1 then the health and safety department would liaise
 2 direct with the subcontractor to run through any
 3 queries, and the accounts section would then go off to
 4 the accounts department for them to do something
 5 similar .
 6 Q. Right.
 7 In respect of any particular project , who was the
 8 ultimate decision-maker who would decide whether or not
 9 that subcontractor should be added to the list ?
 10 A. Well, they had to go through health and safety and get
 11 ticked off from that perspective, and then they would
 12 have to get signed off by accounts, and provided they
 13 ticked both those boxes, they would generally then go on
 14 the approved list .
 15 Q. I see. So it was those departments who made the
 16 decisions, and then they would go on to the list ?
 17 A. And then they would be on the list , yeah.
 18 Q. So was the decision whether to add someone to the list
 19 made at any higher level outside those departments, by
 20 for example the refurbishment director in respect of the
 21 particular project?
 22 A. Well, if they didn't approve -- if it didn't pass the
 23 health and safety requirements for the health and safety
 24 department, I wouldn't have thought so.
 25 Q. I see.

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1 Can we look, then, at the process of tender and
 2 procurement.
 3 Can I ask you first to be shown Ms Bachellier's
 4 witness statement. It is {RYD00094347/2}, please, and
 5 I'd like to look at paragraph 13.
 6 She says there:
 7 "The sub-contractors would usually be provided with
 8 3 to 4 weeks to price the job; however, the Tender
 9 period [this is for Grenfell] fell over Christmas which
 10 caused a delay; I recall that an extension to submit the
 11 Tender was requested and obtained. This provided the
 12 sub- contractors with further time in which to provide
 13 their quotes. I do not recall there being any other
 14 timing issues or issues with the Tender."
 15 Do you agree with that?
 16 (Pause)
 17 A. To the best of my knowledge, yeah.
 18 Q. Yes.
 19 Can I ask you then to look at {RYD00086624}, which
 20 is part of an email chain in January 2014. If we look
 21 at the second email down on that page, this is
 22 Katie Bachellier to Steve Blake and you, among others --
 23 A. Yeah.
 24 Q. -- including Simon Lawrence, on 6 January 2014. She
 25 says:

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1 "FYI.
 2 "Just had a discussion with Terence from JS Wright.
 3 He said he is going to struggle to return a tender for
 4 Grenfell Tower as he is snowed under with enquiries from
 5 Construction.
 6 "I have given him some extra time and he said he
 7 will see what he can do but annoying that we seem to
 8 have been overlooked. I did speak to Paul Featherstone
 9 when the tender first came into the office so he was
 10 aware of it mid December."
 11 Was this an example of the timing issues
 12 Ms Bachellier is describing in her witness statement, do
 13 you think?
 14 A. Potentially . I mean, it's a difficult time of year for
 15 people to be pricing things up with the Christmas break,
 16 so --
 17 Q. Yes.
 18 A. -- that is potentially to be an issue there, and also
 19 clearly they're a subcontractor that Rydons used quite
 20 a lot across the whole group, JS Wright, and, yeah,
 21 she's mentioning enquiries from Construction; she means
 22 they have been getting enquiries from Rydon Construction
 23 as well, so they're looking at them.
 24 Q. If you look at the top of the page, Steve Blake sends
 25 this email on to Paul Featherstone at JS Wright and

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1 says:
 2 "Hi Paul,
 3 "Can this be reviewed?
 4 "In my view Grenfell is the best opportunity that
 5 Rydon have."
 6 Was it your view at the time that Grenfell was the
 7 best opportunity that Rydon have?
 8 A. I'm not entirely sure. I don't remember having
 9 an opinion about how good an opportunity it was at that
 10 stage. It was just a tender. I wasn't aware of how
 11 good an opportunity it was at that stage.
 12 Q. Did Mr Blake and you have any discussion about the
 13 quality or value of the opportunity that the
 14 Grenfell Tower project presented?
 15 A. Probably the value. It was a large sized project. So
 16 perhaps he means by that best opportunity as in it's
 17 a good sized project.
 18 Q. Given the opinion that Mr Blake expresses here to
 19 Mr Featherston, did you feel under pressure to win this
 20 tender, particular pressure to win it?
 21 A. Did we?
 22 Q. Yes.
 23 A. As in Rydon?
 24 Q. As in Rydon.
 25 A. There was probably pressure on every tender. There was

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1 always turnover, it was always a key thing to try and
 2 win work, so yeah, I imagine there was pressure.
 3 Q. I imagine there are pressures on every tender --
 4 A. Yeah.
 5 Q. -- but given that Mr Blake said this was the best
 6 opportunity that Rydon have, my question is whether you
 7 felt that winning the tender was particular
 8 pressurising.
 9 A. Well, I don't -- I wasn't involved in the tender, so
 10 I don't know. I didn't feel any pressure in regards to
 11 it, so ...
 12 Q. All right.
 13 If we go to {RYD00001946/2}, please, this is
 14 an email of 8 January 2014 from Katie Bachellier to
 15 Simon Lawrence, copied to Frank Smith, subject:
 16 "Grenfell". You weren't copied in on this. She says:
 17 "Peter Arnold has requested an extension of time.
 18 Can you double check with him what the outcome was
 19 please?"
 20 Do you remember what Peter Arnold's role was in the
 21 tender process?
 22 A. I believe he was business development and bid writing,
 23 that side of things.
 24 Q. Yes. If you look at page 1 {RYD00001946/1}, and the
 25 middle of the page, Mr Lawrence says there, back to

1 Katie Bachellier, and you're not copied on this:
 2 "I've bumped into Peter this morning, apparently
 3 Peter Blythe from Artelia was going to discuss with the
 4 Client tomorrow at a meeting. So hopefully we will hear
 5 something Friday or Monday at the latest."
 6 Then at the top of the page, Katie Bachellier back
 7 to Simon Lawrence, also on 8 January, and again not
 8 copied to you, so you didn't see this at the time:
 9 "Ok. We have a massive problem if not. I wanted to
 10 speak to Peter Blythe myself but Peter Arnold beat me to
 11 it.
 12 "As you can imagine its a massive measurement job
 13 for 1 person to undertake and Sue estimates she needs
 14 until end of next week to finish the bill. That
 15 obviously leaves us with a massive problem in terms of
 16 getting it out for pricing."
 17 Just help me, who was Sue?
 18 A. She did the measurement in the estimating team.
 19 Q. Right. Then she goes on:
 20 "If you have time it may be worth speaking to Peter
 21 Blythe to explain that we may be unable to return a
 22 tender if we don't get the extension. He could then
 23 mention that to the client?
 24 "Also I don't know how long was asked for but we
 25 need 2 weeks."

1 Just pausing there, we can see that you weren't
 2 copied in on these emails, but is it fair to say that
 3 this timing issue appeared to be quite a significant
 4 threat to Rydon at this stage?
 5 A. To complete the tender, it appears that way, yeah.
 6 Q. Yes, and she said it was a massive problem; was that
 7 because Rydon might be unable to return a tender at all?
 8 A. Yeah.
 9 Q. In those circumstances, where your director had said
 10 that the project was the best opportunity that Rydon
 11 had, did that put you under significant pressure?
 12 A. It would have put the estimating team under a bit of
 13 pressure, yeah.
 14 Q. Okay. But not you personally?
 15 A. No.
 16 Q. Let's look at the final paragraph of Ms Bachellier's
 17 email. She says:
 18 "Perhaps we could also cite the fact we are
 19 struggling to drum up any interest from cladding
 20 contractors?"
 21 Do you remember that? Do you remember that there
 22 was difficulty drumming up interest from cladding
 23 contractors in relation to this project?
 24 A. I think as a company we had only used Harleys.
 25 Therefore our cladding database or knowledge of

1 subcontractors was probably limited and that probably
 2 restricted us in that part of the tender.
 3 Q. Right.
 4 Do you know whether other cladding contractors,
 5 other than Harley, were approached in relation to this
 6 project?
 7 A. I believe others were approached, yeah.
 8 Q. Do you know who they were?
 9 A. No.
 10 Q. You don't. This suggests that others were approached
 11 but they weren't interested.
 12 A. Yeah.
 13 Q. Does that --
 14 A. We could get that on a lot of projects. A lot of people
 15 aren't necessarily keen on pricing jobs when they're
 16 just not a live job or a firm project.
 17 Q. Right.
 18 A. So quite often I think the estimators come up against
 19 that battle.
 20 Q. Do you remember what specific difficulties there were
 21 drumming up interest from cladding contractors other
 22 than Harley?
 23 A. I don't -- I'm not aware of any specific ...
 24 Q. No.
 25 So in addition to the Christmas break, is it fair to

1 say that there was also a problem finding cladding
 2 contractors other than Harley who were interested in
 3 doing the job and that was causing difficulties with the
 4 tender submission?
 5 A. I believe so, yeah.
 6 Q. Right.
 7 Can we then look at the Harley 2013 budget,
 8 a different topic. First of all, let's look at
 9 {SEA00002275}, please. Now, this is a budget created by
 10 Harley dated 18 October 2013. Just to set this in its
 11 chronological context, this is about a month or two,
 12 about six weeks actually, before the tender package went
 13 out to contractors.
 14 A. Okay.
 15 Q. It was created, as we see, by Harley on 18 October.
 16 Now, you told us, I think, that you only became
 17 involved after the tender process had been completed.
 18 Do you think you ever saw this document?
 19 A. I honestly don't know.
 20 Q. No. Does it trigger any recollection at all?
 21 A. It's difficult to say, because it's a familiar sort of
 22 looking document, so ...
 23 Q. You say it's a familiar looking document.
 24 A. As in the way it's set out and the way it's put
 25 together, so ...

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1 Q. Familiar as in Harley familiar, or familiar as in any
 2 subcontractor?
 3 A. Yes, just like how a Harley quote would be set out with
 4 regards to what they've done here, so ...
 5 Q. Right. So you would have seen this kind of document
 6 from Harley on previous projects?
 7 A. Yeah.
 8 Q. Is that what you're telling us?
 9 A. Yeah.
 10 Q. I see.
 11 You can see that this budget for cladding, if you
 12 look at page 1, includes insulation in three places.
 13 You can see it's in the second entry down, and then in
 14 the one fourth and then third from the bottom. Do you
 15 see that?
 16 A. Yeah. Yeah.
 17 Q. You see, "Reynobond zinc rainscreen spandrel cladding
 18 and insulation", and then "insulation" and "insulation"
 19 are the third and fourth from the end.
 20 A. Yes.
 21 Q. It doesn't specify what product is to be used.
 22 Do you remember whether you took any steps to
 23 investigate what the insulation product was on which
 24 these quotes had been based?
 25 A. No.

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1 Q. Let's turn to another topic, which is the appointment of
 2 Harley.
 3 Can I ask you to look at {RYD00013524}, please.
 4 This is an email from you to Mark Harris on
 5 25 July 2014 --
 6 A. Yeah.
 7 Q. -- copied to Simon Lawrence and Simon O'Connor, and you
 8 can see that you attached a series of documents there.
 9 A. Yeah.
 10 Q. The first of which is the Harley signed letter of
 11 intent, and the rest of them is a series of appendices.
 12 A. (Witness nods).
 13 Q. You say:
 14 "Mark,
 15 "Please find attached letter of intent and
 16 associated documents."
 17 Do you remember sending Mr Harris that draft letter
 18 of intent?
 19 A. Yeah.
 20 Q. You do. Let's look at it. It's {HAR00000120}. Is that
 21 it?
 22 A. Yeah.
 23 Q. If you look at item 1 in the letter, the first item,
 24 "Design of Façade Works (the 'Authorised Works')", you
 25 can see that the LOI, letter of intent, authorised

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1 Harley to complete £30,000 worth of work on the design
 2 of the façade. Is that correct?
 3 A. Yes.
 4 Q. It is. If we look further down page 1 and over to the
 5 top of page 2 {HAR00000120/2}, we can see that there is
 6 a section entitled "Compliance", which then sets out
 7 a number of documents and drawings.
 8 Was it your understanding that this compliance
 9 section of the LOI set out the requirements for Harley's
 10 works under the LOI?
 11 A. Yeah, that's the set of requirements that they had to be
 12 designing to, yeah.
 13 Q. Is it fair to say that, compared with a formal written
 14 contract, this LOI is much less comprehensive in terms
 15 of the specific requirements that it places on Harley as
 16 a subcontractor, or potential subcontractor?
 17 A. Yeah.
 18 Q. Yes.
 19 Did you intend -- well, let me try it this way: what
 20 did you intend the role of this LOI to be?
 21 A. So we needed to get someone on board to commence the
 22 design works. So I don't believe we would have had the
 23 main contract at this time, we potentially were under
 24 a letter of intent ourselves. I'm not sure that's
 25 entirely correct, but I believe we might have been under

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1 a letter of intent ourselves. That's why, quite often,
 2 if you don't have a main contract, you have nothing to
 3 contract against, so you would go back-to-back with
 4 a letter of intent that you've received, you can only
 5 issue letter of intents out to subcontractors. However,
 6 also a letter of intent is used for speed in order to
 7 procure a design element, so that that can get under way
 8 while the design details are still being developed.
 9 Q. I see.
 10 A. So it's a commitment to Harleys that they'll get paid
 11 for their design work.
 12 Q. I see.
 13 So was the idea of this LOI to form the basis of
 14 a short-term contractual relationship -- whether legally
 15 binding or not is a question we don't have to get
 16 into -- which would then be superseded by a full formal
 17 contract?
 18 A. That is the intention, yes.
 19 Q. Can I ask you to look at {RYD00013679}. This is
 20 Mr Harris' confirmation the same day, 25 July 2014, back
 21 to you, where he says:
 22 "Zak.
 23 "A quick note to confirm receipt. I will read
 24 through everything and send a formal acknowledgement in
 25 due course."

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1 Now, if we then turn to {RYD00014231}, this is
 2 an email from Mark Harris to you on 31 July, so a few
 3 days later, copied to Simon Lawrence, Simon O'Connor and
 4 others, "RE: Grenfell Tower - Letter of Intent".
 5 He then sets out some queries:
 6 "Prior to signing the design intent of intent,
 7 I need to raise a few queries."
 8 And he does.
 9 A. Yeah.
 10 Q. If you look at the very bottom of Mr Harris' email, if
 11 we go to the end of it on {RYD00014231/2}, he says:
 12 "Once we have agreed on the above, I will be pleased
 13 to return the signed LOI. However, in the interim, in
 14 the spirit of the long term trading relationship between
 15 Harley and Rydon, we will of course commence the design
 16 phase, and look forward to the first design team meeting
 17 in due course."
 18 I just want to ask you a question about the
 19 long-term trading relationship he refers to.
 20 What was the nature of that long-term trading
 21 relationship?
 22 A. That we had been working with Harleys or known of Harley
 23 since probably 2005/2006.
 24 Q. And on what kinds of projects?
 25 A. On cladding projects, external refurbishment, which was

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1 the Camden project, namely that was the first time we
 2 used them.
 3 Q. Who were the particular people most responsible for
 4 holding that relationship together and developing it?
 5 A. That was at director level, so that would be between
 6 Steve and probably Ray and Mark.
 7 Q. So Steve Blake at Rydon and Ray Bailey and Mark Harris
 8 at Harley?
 9 A. (Witness nods).
 10 Q. I see.
 11 Was it common for Rydon to allow significant work
 12 such as we see in this letter of intent to start without
 13 a formal final written contract in place?
 14 A. Yeah.
 15 Q. Can I ask you to go to {RYD00016422}. This is an email
 16 exchange between you and Mr Harris, between 22 and
 17 27 August 2014. It picks up on or follows on from
 18 Mark Harris' email to you of 31 July. We see that at
 19 the bottom of page 1.
 20 In the middle of the page, you write to Mark Harris
 21 on 22 August, copied to Simon Lawrence and others:
 22 "Hi Mark,
 23 "Comments below.
 24 "Trust these remove your concerns."
 25 So you comment in red, I think, and Mr Harris then

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1 responds with "Noted" or "Noted and agreed" in blue.
 2 Because if you look at the top email on 27 August, he
 3 essentially says that:
 4 "Morning Zak
 5 "All looks ok, I've confirmed the same below in blue
 6 for the record."
 7 He then asks when the contract documents would be
 8 ready. Do you see that?
 9 A. Yeah.
 10 Q. We can see your response a few minutes later, not on
 11 this email chain. It's at {RYD00016429}, if we can look
 12 at that, please. You say to Mark Harris:
 13 "Mark,
 14 "Thanks.
 15 "We received our Contract yesterday so the Letter of
 16 Intent can be extended to your full order value.
 17 "I will get official documentation out to you
 18 shortly."
 19 So just looking at all of that, in August, at this
 20 stage, were you telling Harley that you were going to
 21 arrange for a formal contract shortly?
 22 A. Yeah.
 23 Q. Right.
 24 Now, let's turn to {HAR00001069}. This is an email
 25 chain, and I would like to go to the last email in the

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1 chain, which is at the bottom of page 1 and over to
 2 page 2 {HAR00001069/2}. Mark Harris says to you -- and
 3 this is 16 September 2014, so more than two weeks after
 4 the email we've just seen -- in the second line there:
 5 "Morning Zak
 6 "In order to maintain programme, we need to place
 7 special dyes and bar length material on order by the end
 8 of the week.
 9 "As we stand, we only have authority for £30k
 10 design. We will either need an increase in the value of
 11 the LOI, or the sub contract in place as soon as
 12 possible please.
 13 "The approx value of metal and dyes is £325k."
 14 So it looks at this stage that you hadn't arranged
 15 a formal contract at this point, even though two weeks
 16 before you had said you were going to arrange for one
 17 shortly.
 18 A. Yeah.
 19 Q. Why is that? Why did two weeks go by?
 20 A. Well, at this stage we then had a job surveyor who was
 21 starting to work on this and I was coming away from it,
 22 so the idea was, with my workload and what I had across
 23 the team, that he would then take that on and get the
 24 full documentation out. So when I've said I'll arrange
 25 for it, I was hoping the project surveyor would pick

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1 that up and do it. So in the interim, I've increased
 2 the LOI value so that Harleys can carry on working.
 3 Q. Right. Who was that project surveyor?
 4 A. First of all it was Adam Marriott.
 5 Q. Right. And then who?
 6 A. And I think then he left the company early the following
 7 year, I think, and then James Clifton then took the
 8 contract to completion.
 9 Q. But this particular job surveyor who was starting to
 10 work on that was Adam Marriott?
 11 A. Yes.
 12 Q. I see.
 13 Now, if you look at what Mark Harris is telling you,
 14 he is telling you, I think, that the value of the LOI,
 15 which was only £30,000 at that stage, wasn't enough to
 16 complete the work that Harley needed to complete; is
 17 that right?
 18 A. Yeah. So basically the 30,000 was covering his design,
 19 and he was getting to the point where obviously he now
 20 needed to place further orders, so, yeah, he needed the
 21 value to increase in order -- so he's got -- he is
 22 underwritten to expend further monies.
 23 Q. And that's a big increase from 30,000, isn't it? It's
 24 ten-fold, more than.
 25 A. Yeah.

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1 Q. If you scroll up to your response at the top of the
 2 chain, you say, same day, to him:
 3 "Mark
 4 "Please treat this email as official confirmation
 5 that the Letter of Intent has been increased to the full
 6 value of your Appendix A Ascertainment of Lump Sum
 7 Price - £2,617,495.
 8 "The terms and conditions of the original document
 9 apply."
 10 Now, I just want to break that down with you.
 11 First of all, you had authorised, or were
 12 authorising, Harley to do up to £2.6 million-odd worth
 13 of work by this email; yes?
 14 A. Yeah.
 15 Q. Right. In other words, the full amount of their
 16 ascertainment of lump sum price.
 17 A. Yeah.
 18 Q. But the terms that applied to that would continue to be
 19 those in the LOI document that we saw before.
 20 A. Yeah.
 21 Q. Now, Mr Harris had asked for an extension of the LOI or
 22 a formal contract. Is there a reason why you didn't go
 23 straight to a formal contract at this stage but stuck
 24 with the terms in the LOI?
 25 A. Just timing.

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1 Q. Timing?
 2 A. Just workload.
 3 Q. Why did you choose to go to the full extent of the
 4 appendix A number, the £2.6 million-odd, rather than
 5 simply only the £325,000 that Mr Harris had asked for?
 6 A. Because I believe we had our -- our contract's obviously
 7 arrived at that point, so we were good to go. Like
 8 I say, the intention was that the full subcontractor
 9 order was going to follow out relatively quickly. So in
 10 the interim, obviously I've discussed it with the team
 11 and we felt it was comfortable to do that, underwrite
 12 them for the full value, knowing that the rest of the
 13 order was going to go out shortly.
 14 Q. Yes. You say in that last answer "our contract's
 15 obviously arrived at that point", and this goes back to
 16 something you said earlier this morning. Does that mean
 17 the contract between the TMO and Rydon, the head
 18 contract?
 19 A. I would imagine that's what I was referring to, yeah.
 20 Q. Right. Do you know or do you remember that in fact that
 21 head contract between the TMO and Rydon was only finally
 22 executed at the end of October 2014?
 23 A. Okay.
 24 Q. Did you know that?
 25 A. 2014, so a month after this.

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1 Q. Six weeks, in fact.

2 A. Maybe I was responding to notice that the contract's

3 done, we're getting the contract, so that's probably

4 why.

5 Q. Right.

6 Can we perhaps understand that evidence. Does that

7 tell us that in fact, although the formal contract

8 between the TMO and Rydon had not been executed, it was

9 sufficiently advanced for you to be confident enough to

10 tell Harley that they could go to the full amount of

11 their appendix A number?

12 A. That's obviously what we felt at the time, yeah.

13 Q. Right, okay.

14 Now, if we go back to the LOI at {HAR00000120/3} and

15 over to the top of {HAR00000120/4}. At the bottom of

16 page 3, we can see that it specifically requests

17 an acknowledgement and the signing and return of the

18 enclosed duplicate. Just look at that:

19 "We would be grateful if you could acknowledge your

20 acceptance of the terms set out in this Contract by

21 signing and returning the enclosed duplicate by return."

22 Then Simon Lawrence has signed the letter, but there

23 is a blank in the signature block for Harley.

24 We can't find any signed version of this document.

25 Do you remember whether there was in fact ever a signed

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1 version of the LOI?

2 A. I don't remember.

3 Q. No. It looks as if Harley never did sign it. Can you

4 explain that?

5 A. No.

6 Q. Did you ever chase for a signature on the LOI?

7 A. I'm not sure I did.

8 Q. Whose job would it have been to chase that?

9 A. A combination of people in the team. So, yeah, it would

10 have been all of us. Probably Simon.

11 Q. Was it common for Rydon to allow nearly £3 million worth

12 of work to be undertaken without a formal signed

13 agreement in place?

14 A. No. Normally there would be a full order in place.

15 Q. Why not on this occasion?

16 A. Don't know.

17 Q. Right.

18 Did it cause you any concern at any point later?

19 A. No. Or only at the time, at the end, when obviously

20 then Harleys went into administration, obviously then it

21 was -- it became -- or it was a worry that we had

22 realised that it could have been an issue.

23 Q. Because we know that Harley ultimately never entered

24 into a comprehensive formal written agreement for the

25 Grenfell Tower works. Do you know why that was?

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1 A. No.

2 MR MILLETT: Let's turn to a different topic: value

3 engineering.

4 Mr Chairman, this is a topic I think I can complete

5 comfortably before a break.

6 SIR MARTIN MOORE-BICK: Yes. That's all right.

7 MR MILLETT: Value engineering.

8 If I can ask you to go to your statement at look at

9 paragraph 18 on page 3 {RYD00094346/3}, you say

10 something about this subject. You say:

11 "The value engineering exercise was led by the

12 Client. I believe the tender was over the Client's

13 budget from the outset and so the Client wanted the

14 exercise completed. Value engineering is an exercise to

15 provide value to a client; it is not always a cost

16 saving exercise, it is the value of the change so there

17 could be a better output not just a saving."

18 Are you familiar with the RIBA definition of value

19 engineering, or were you at the time?

20 A. No.

21 Q. No. Were you aware in general terms that, as a concept,

22 value engineering should be to meet requirements at the

23 lowest cost but without sacrificing functionality? Were

24 you aware that that was an important consideration?

25 A. Yeah.

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1 Q. And without sacrificing safety; were you aware that that

2 was an important consideration?

3 A. Yeah.

4 Q. Yes.

5 Were you ever given any training on how to go about

6 value engineering?

7 A. No.

8 Q. Were you ever given any training on its purpose?

9 A. No.

10 Q. Was the fact that value engineering in the context of

11 this project, not sacrificing functionality, ever

12 discussed specifically?

13 A. No.

14 Q. No.

15 Were there any discussions ever within Rydon to your

16 knowledge about how safety should not be compromised

17 when conducting this value engineering exercise?

18 A. Not specifically, no.

19 Q. Right.

20 Now, you say value engineering is not always

21 a cost-saving exercise. But on the Grenfell Tower

22 project, it was, wasn't it, purely a cost-saving

23 exercise?

24 A. That was the idea, yeah.

25 Q. Yes.

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1 A. Yeah.
 2 Q. And is that because Rydon's tender sum was in excess of
 3 the TMO's budget right from the outset?
 4 A. Yeah.
 5 Q. Let's go to page 2 {RYD00094346/2} and look at
 6 paragraph 13 of your statement. You discuss the value
 7 engineering of the cladding at Grenfell and you say
 8 here:
 9 "The proposal to use a different cladding material
 10 was made as part of a value engineering process
 11 requested by the Client. I was not directly involved in
 12 that process but I understood from internal team
 13 meetings at the time that Harley put forward the
 14 proposed designs and costs and the Client made a
 15 decision on what is the preferred option, probably based
 16 on cost, but also in conjunction with the planners and
 17 architect."
 18 I just want to pause there.
 19 You say you weren't directly involved in the value
 20 engineering exercise -- I'll come back to that in
 21 a moment -- but did you have any indirect involvement in
 22 the value engineering exercise, do you remember?
 23 A. Not that I recall, no. I think most of the savings had
 24 been put on the table with our pre-construction team.
 25 Q. With the pre-construction team?

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1 A. Yeah.
 2 Q. Can I just understand what you mean by that?
 3 A. As in our estimating team carried that through.
 4 Q. I see. Do you say you weren't involved with that
 5 exercise?
 6 A. (Witness nods).
 7 Q. That's a nod, it doesn't go on the transcript.
 8 A. Sorry, yes.
 9 Q. Yes, you were not involved?
 10 A. Yeah.
 11 Q. Let's see. Let's look at paragraph 14. You said:
 12 "I had no involvement in selecting the cladding
 13 material or the method of fixing it; my role was to set
 14 out the cost savings element which had been calculated
 15 and submitted by our Estimating team as part of the post
 16 tender process. I did not attempt to influence the
 17 selection of the cladding material or method of fixing;
 18 this was a decision for the Client and the planners and
 19 architect."
 20 Looking at paragraph 15, you say:
 21 "I understand that there were errors in Harley's
 22 quote for the cladding work. I believe this was due to
 23 a miscalculation of the size of the area to quote for;
 24 it was Harley's error. There were discussions over
 25 whether Harley would bear the cost; I do not recall the

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1 outcome. The final decision regarding whether Rydon
 2 bore any of the cost would have been taken by
 3 Steve Blake as a director."
 4 Then I just want to show you one more thing you say,
 5 paragraph 19 {RYD00094346/3}, you say:
 6 "Value engineering occurred on other projects, it
 7 was not specific to the Project."
 8 Then you go on to say:
 9 "... I was not heavily involved but the savings
 10 would be from the sub-contractors, not Rydon. Harley
 11 proposed the alternative approaches and the ultimate
 12 decision was made by the Client. I do not know how the
 13 savings were allocated, I was not directly involved in
 14 that decision."
 15 That's what you say there.
 16 Now, just, I've shown you three paragraphs from your
 17 statement. Just summarising what I've shown you, is it
 18 your evidence that your role was to collate the
 19 information on cost savings but not to take any
 20 decisions as to how they were allocated?
 21 A. Correct.
 22 Q. Or even to know how they were allocated?
 23 A. I didn't recall how they were allocated. I knew what
 24 the cost was, I knew what the saving was.
 25 MR MILLETT: Right.

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1 Well, let's move on with some examination of that.
 2 Mr Chairman, I'm looking at the headings in my note,
 3 and this will go on beyond 11.15.
 4 SIR MARTIN MOORE-BICK: How far beyond 11.15? We can go
 5 a bit longer.
 6 We will have a break in any event, Mr Maynard,
 7 within the next 10/15 minutes or so.
 8 THE WITNESS: Okay.
 9 SIR MARTIN MOORE-BICK: Are you comfortable for the time
 10 being?
 11 THE WITNESS: Yes, that's fine.
 12 MR MILLETT: Let's continue.
 13 SIR MARTIN MOORE-BICK: Let's continue for a bit.
 14 MR MILLETT: I'm grateful, thank you.
 15 I want to ask you about the value engineering in
 16 some detail.
 17 I think you confirmed to us earlier that you were
 18 Katie Bachellier's line manager.
 19 A. Not at this time.
 20 Q. Not at this time?
 21 A. I didn't become her line manager until after this tender
 22 had been put in.
 23 Q. Put in. When precisely do you think you became her line
 24 manager?
 25 A. I think I got promoted in May, I believe. I think it

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1 was in my statement. May. Yeah, May.
 2 Q. So what was your hierarchical relationship with
 3 Ms Bachellier in March 2014?
 4 A. There wasn't one.
 5 Q. There wasn't one.
 6 A. We were just -- we were colleagues. She was leading
 7 estimating, I was involved in surveying.
 8 Q. Okay.
 9 Can I ask you to look at {RYD00086654}, please,
 10 which is a run of emails on 11 March 2014. Let's go to
 11 {RYD00086654/2}. If we go to page 2 of that, we can see
 12 there is an email of 11 March where Ms Bachellier writes
 13 to Steve Blake to say that she had found an error in
 14 Rydon's tender sum amounting to £212,000.
 15 Now, you weren't copied in on this email chain, but
 16 were you aware of that error at the time, do you think?
 17 A. I was aware of it at the time, I would have been, yeah.
 18 Q. How would you have been made aware of that, do you
 19 think?
 20 A. Just that when the scheme was potentially going live, it
 21 probably would have been made apparent that there's some
 22 issues on the tender handover.
 23 Q. How would that have been made apparent?
 24 A. Just when we went through as an internal review, it
 25 probably would have been flagged up then.

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1 Q. Okay.
 2 If you look at page 1 {RYD00086654/1} of this email
 3 run and look at the top, Mr Blake explained it by saying
 4 that Mr Smith was asked to take out some performance, he
 5 says, "which from memory was about 200k".
 6 Do you know what that's a reference to?
 7 (Pause)
 8 A. I think it's just a -- I don't know specifically, but it
 9 looks like it's just a general view of taking out some
 10 costs from our tender.
 11 Q. How did he get to 200?
 12 A. I don't know.
 13 Q. You don't know.
 14 If we look at the email just below that, this is
 15 Ms Bachellier's response at 12.42 on 11 March to
 16 Steve Blake's response to her about the mistake. His
 17 response had said:
 18 "Disappointing but not unexpected.
 19 "Hopefully there will be something to compensate."
 20 Et cetera, and then she goes back to him and says:
 21 "Yes the bill figure is incorrect resulting in our
 22 tender figure being £212k lower than it should be.
 23 I think we will recover this from Harleys by taking the
 24 timber window reveals out of their package but that will
 25 mean we have to work a little bit harder of finding some

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1 significant VE savings."
 2 Is it fair to say that Rydon at the time was
 3 contemplating identifying value engineering savings
 4 which would compensate for the error that's been
 5 identified?
 6 A. Potentially, yeah.
 7 Q. Yes.
 8 Now, given that you oversaw, as we saw from your CV,
 9 all aspects of financial control and reported on all
 10 projects delivered by the refurbishment team, is it fair
 11 to say that you were managing this process?
 12 A. I was involved in the process, yeah.
 13 Q. Yes. Were you managing it?
 14 A. I wouldn't necessarily be managing it, no.
 15 Q. Let's go to {RYD00003295}. This is an email run, still
 16 on 11 March 2014, so same day, and it was sent to you,
 17 among others. If we look at the second email down,
 18 Katie Bachellier writes to Steve Blake, Simon Lawrence,
 19 Alan Sharrocks and you, Zak Maynard. "Grenfell -
 20 Cladding" is the subject:
 21 "All,
 22 "[Starting] to think about VE for Grenfell."
 23 And you can see what she then says there. She says:
 24 "Looking at Frank's comparison Harleys are expensive
 25 on the windows."

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1 Then she sets out the comparisons. Harley
 2 1.5 million-odd, alternative system; 3D,
 3 1.1 million-odd, approved installer of spec;
 4 Glass Solutions, 1.1; Advanced Glass, 1.2:
 5 "May be worth discussing with Harley to see if they
 6 can come down on price before they start looking at VE.
 7 "Thoughts?"
 8 Now, Ms Bachellier sends that email, as I've shown
 9 you, to Steve Blake, Simon Lawrence and Alan Sharrocks,
 10 but she also sends it to you and asks for thoughts.
 11 What involvement did you have at this stage in this
 12 exercise?
 13 A. I honestly can't remember.
 14 Q. Do you know why she sent you this email?
 15 A. Yeah, because obviously if the job is potentially going
 16 live and it becomes a live job, then I've got
 17 information when it goes live.
 18 Q. Was this the first email that you had seen or first
 19 discussion that you were invited to be involved in, in
 20 relation to value engineering on Grenfell?
 21 A. Again, I can't remember.
 22 Q. You can't remember.
 23 A. Can't remember that email.
 24 Q. Is it fair to say that, at least by 11 March, you, and
 25 perhaps your team as well, had begun to set your mind to

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1 how money could be saved on the Grenfell Tower project
 2 in general terms?
 3 A. I would say we'd maybe been starting to be aware of it,
 4 but whether we'd started to set our mind on it at that
 5 point, I can't answer.
 6 Q. Do you remember whether you specifically had any
 7 previous discussions with Katie Bachellier about this
 8 subject prior to 11 March?
 9 A. Not from what I can recall.
 10 Q. Right.
 11 What about Stephen Blake, did you have any
 12 discussions with him about value engineering on Grenfell
 13 prior to this email run on 11 March?
 14 A. Again, I can't recall from that date, no.
 15 Q. If we go to {RYD00003287}, please, let's look at the
 16 email in the middle of the page. This is an email from
 17 Simon Lawrence to Alan Sharrocks, Katie Bachellier,
 18 Steve Blake and you on 12 March, so the next day, and he
 19 says:
 20 "We should hold a Value Engineering workshop before
 21 [too] much more discussion. Hierarchy of needs vs where
 22 we have correct values in CSA!! (Crazy Scottish
 23 Arithmetic)."
 24 Now, you got this email at the time. I just want to
 25 ask you: "Crazy Scottish Arithmetic", was that

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1 a reference -- what was that about?
 2 A. He's obviously making reference to some errors in the
 3 tender --
 4 Q. Right.
 5 A. -- by Frank.
 6 Q. So that's a reference to Frank Smith's costing error,
 7 was it?
 8 A. Yeah.
 9 Q. Why was it necessary, do you remember, to have
 10 a workshop before too much more discussion?
 11 A. I imagine Simon wanted to have a meeting just to discuss
 12 it and get everyone's heads round it, I would have
 13 thought, that's what he's calling for there.
 14 Q. Was there a value engineering workshop held?
 15 A. From memory, I don't know.
 16 Q. No.
 17 Can you explain what the hierarchy of needs means?
 18 A. No.
 19 Q. Looking at the top of the page, we can see that you
 20 respond to this email on the same day --
 21 A. Yeah.
 22 Q. -- 32 minutes later at 9.00 am, and you say:
 23 "Katie is going to re-jig the tender report before
 24 we discuss VE as there are a few issues that need to be
 25 corrected to get to our true cost first!"

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1 A. Yeah.
 2 Q. What did you mean by that?
 3 A. So basically, once a tender is submitted, the estimator
 4 produces a tender report which lays out where all our
 5 costs are and our value are, and she needed to
 6 understand what our actual cost is to understand what
 7 margin there was before she presented her tender report
 8 to us, as the project team.
 9 Q. I see. And when she says she is going to rejig the
 10 tender report, what did that involve, or what did you
 11 understand her to mean by that?
 12 A. So basically she was having to review what Frank had
 13 done, get her head round it, and re-present it, so it
 14 was correct.
 15 Q. It looks from this email that you had had a discussion
 16 with Katie Bachellier about rejigging the tender report.
 17 A. Yeah, because I would need it if the job was going live.
 18 Q. I see.
 19 Then if we go to {RYD00003295} at the top, we can
 20 see that here is a response from Mr Blake to
 21 Katie Bachellier's 11 March email. This is 12 March,
 22 this is the response to the comparison list we saw
 23 earlier. He responds to her, and copied to you, among
 24 others:
 25 "We are going to be asked by K+C to find some

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1 further value engineering savings in addition to those
 2 identified in our tender.
 3 "Let's wait until this approach is made before going
 4 to the supply chain.
 5 "In terms of value allocation we took care to make
 6 provision against a specification that was exactly
 7 compliant.
 8 "Peter M is going to forward some ideas tomorrow."
 9 What did you understand the phrase, "In terms of
 10 value allocation we took care to make provision against
 11 a specification that was exactly compliant" to mean?
 12 What did you think he meant?
 13 (Pause)
 14 A. I think he means in terms of allocating our costs.
 15 Perhaps on the tender report, they'd made sure that
 16 they'd got the correct costs in place against the
 17 specification that's to be quoted by. That's how I'm
 18 reading that.
 19 Q. Can I then, in the light of that answer, just ask you to
 20 go back to {RYD00086654}, which is Mr Blake's response
 21 to Ms Bachellier's telling him that there had been
 22 an error.
 23 A. Yeah.
 24 Q. We looked at this about five minutes ago, where Mr Blake
 25 says:

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1 "Katie,
 2 "Thinking about this - Frank was asked to take out
 3 some performance which from memory was about 200k."
 4 We looked at that together.
 5 What does performance mean there?
 6 A. I'm not sure. I'm not sure.
 7 Q. I mean, if correct costs were in place against
 8 specification, how could you remove £200,000 worth of
 9 performance, whatever performance might mean?
 10 A. Yeah, but it might be moving money to that area. So it
 11 might actually be saying: oh, we thought there was
 12 200 grand's worth of profit in there, but actually we're
 13 going to move it across and put it there. It could mean
 14 that as well, so it's difficult to tell. It's difficult
 15 to tell.
 16 Q. You don't know, okay.
 17 Going back then and sticking with the email we're
 18 on, we saw that there was a response to your email about
 19 rejigging the tender report.
 20 Was there a document which you ever saw which was
 21 a rejigged tender report?
 22 A. There would have been a tender report, yes.
 23 Q. Was there a revised tender report, though, which catered
 24 for the £200,000 error?
 25 A. I would imagine so. There would have been a document

1 that got issued that then we would have used to run
 2 from, basically, from the live scheme, so ...
 3 Q. I see.
 4 SIR MARTIN MOORE-BICK: So can you just explain, the tender
 5 report tells you what, in a nutshell?
 6 A. So it's a summary of the tender bid that we've got
 7 that's gone in. It gives a forecasts of what our
 8 expected margin is going to be. So it gives our cost
 9 baseline and our overall value, and it allocates it into
 10 all the subcontract packages and prelims, et cetera. So
 11 it splits it all down where the allocations are.
 12 SIR MARTIN MOORE-BICK: Thank you, yes.
 13 MR MILLETT: Can I then go back to {RYD00003295}. This is
 14 Mr Blake's response to Katie Bachellier's 11 March email
 15 on 12 March -- we just looked at this -- where he says:
 16 "In terms of value allocation we took care to make
 17 provision ..."
 18 What was the provision?
 19 A. I don't know.
 20 Q. Okay.
 21 Now, it looks from this email, particularly the last
 22 line -- "Peter M is going to forward some ideas
 23 tomorrow" -- that Mr Blake had been in contact with
 24 Peter Maddison personally.
 25 Did Mr Blake tell you about his contact with

1 Peter Maddison at the time?
 2 A. I can't recall.
 3 Q. No. Did Mr Blake tell you anything about what he
 4 discussed with Mr Maddison?
 5 A. Again --
 6 Q. You don't know.
 7 A. -- from memory, I don't know.
 8 Q. If I could ask you to go to {RYD00003302}. This is
 9 an email of 13 March from Steve Blake to Alan Sharrocks
 10 and you, Katie Bachellier and Simon Lawrence, and
 11 attachments: "Rydon; potential cost reductions", and
 12 there is a spreadsheet, and it says:
 13 "See email chain below and spreadsheet.
 14 "I have spoken to Harleys and said that if we can do
 15 some significant VE to match their budget we will be
 16 recommended.
 17 "I have asked them to re confirm their price to
 18 double check the allowances we have submitted."
 19 Then conversation with JS Wright:
 20 "Meanwhile lets have a brainstorm for further ideas
 21 and confirm figures on spreadsheet."
 22 Just looking at that, is it fair to say that, by
 23 13 March, you were aware that significant value
 24 engineering was required on this project?
 25 A. I was aware of -- yeah.

1 Q. Yes.
 2 Now, the spreadsheet to which Mr Blake is referring
 3 is at {RYD00003301}, and we are going to need the native
 4 version of this, please. I'll just pop it up on the
 5 screen and then ask you a general question.
 6 We can see from the email that you were asked by
 7 Mr Blake to look at this document. Looking at it now,
 8 do you remember whether you did look at this document,
 9 as Mr Blake had asked you to?
 10 A. I can't remember.
 11 Q. Right. Does this document trigger a recollection at
 12 all?
 13 A. No.
 14 Q. Right.
 15 Let's look at it and see how far we go. Look at the
 16 top line of text:
 17 "GRENFELL
 18 "The works budget is £8,415,000. The costs savings
 19 to be made need to be in the region of £800k."
 20 Do you see that?
 21 A. Yep.
 22 Q. So if you had opened this document, is it fair and can
 23 we conclude that you would have understood from that
 24 that Rydon needed to find £800,000 worth of savings from
 25 its tender sum?

1 A. Correct, yeah.
 2 Q. Yes.
 3 Do you remember whether you did have a brainstorm
 4 for further ideas that Mr Blake had suggested in his
 5 email?
 6 A. I don't.
 7 Q. You don't.
 8 If we can go back, then, to the email chain we were
 9 looking at a minute ago, {RYD00003302}, page 1 and
 10 page 2 {RYD00003302/2}, and let's have them side by
 11 side, I just want to look at the bottom of page 1 and
 12 over the top of page 2.
 13 This is an email, when we get to it, from
 14 David Gibson, right at the very bottom of page 1, he is
 15 at the TMO, 13 March, to Steve Blake, copied to
 16 Claire Williams and Peter Maddison, and he says in the
 17 second line:
 18 "I have attached a simple spreadsheet indicating the
 19 areas we would like you to look at in relation to
 20 possible savings.
 21 "Our target is circa £800k, which included the
 22 cladding savings already priced and any grant income to
 23 the scheme."
 24 Now, you weren't copied in on this email at the
 25 time, but we can see Mr Blake's response -- this is on

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1 page 1, the left-hand side of the screen -- on 13 March,
 2 the same day:
 3 "Hi David
 4 "Understand what's required and see no reason why
 5 this can't be achieved.
 6 "Your spreadsheet says a Tuesday pm meet rather than
 7 Monday pm as email which would work perfectly.
 8 "As requested we will respond early Monday regarding
 9 opportunities for savings and timescales.
 10 "Look forward to meeting you."
 11 Now, Mr Blake's response, as we can see, comes at
 12 18.30 on 13 March, which is just a little over
 13 five hours after David Gibson's message to him at 13.14
 14 on that day. You see that.
 15 Then if you look up at the top of page 1, we can see
 16 from the email I showed you earlier, where it says "See
 17 email chain below and spreadsheet", that Steve Blake
 18 then sends the spreadsheet and this message on to you,
 19 among others, at 18.37, so seven minutes after he gets
 20 it.
 21 So just summarising it, what happens is it looks
 22 like David Gibson sends his spreadsheet and his request
 23 for £800,000-odd worth of savings in the afternoon,
 24 Steve Blake then responds to him at 18.30, and then
 25 sends that on to you, among others, at 18.37.

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1 My question is: did you and Mr Blake discuss
 2 Mr Gibson's email before Mr Blake responded to
 3 Mr Gibson --
 4 A. Not from memory, no.
 5 Q. -- during that five-hour period on the afternoon of
 6 13 March? You don't remember?
 7 A. No.
 8 Q. No.
 9 Do you know or remember whether Mr Blake had any
 10 discussion with anybody else at Rydon before he
 11 responded to Mr Gibson at 18.30 saying, "see no reason
 12 why this can't be achieved"?
 13 A. I don't know.
 14 Q. Is it fair to say that Rydon's position, from your
 15 recollection, was that it would find the required
 16 savings come what may?
 17 A. I think that was the intention, yeah.
 18 MR MILLETT: Right.
 19 Mr Chairman, I am mid-stream somewhat, but this is
 20 probably as convenient a moment as any.
 21 SIR MARTIN MOORE-BICK: Yes, I think it is time we had
 22 a break now.
 23 Mr Maynard, we are going to have a short break now.
 24 I must ask you, please, not to talk to anyone about your
 25 evidence or anything relating to it while you are out of

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1 the room.
 2 THE WITNESS: Yes, no worries.
 3 SIR MARTIN MOORE-BICK: If you go with the usher, she will
 4 look after you.
 5 Sorry, I should say we will come back at 11.45,
 6 please.
 7 (Pause)
 8 Thank you, 11.45.
 9 (11.32 am)
 10 (A short break)
 11 (11.45 am)
 12 SIR MARTIN MOORE-BICK: Right, Mr Maynard, ready to carry
 13 on?
 14 THE WITNESS: Yes.
 15 SIR MARTIN MOORE-BICK: Thank you.
 16 Yes, Mr Millett.
 17 MR MILLETT: Thank you, Mr Chairman.
 18 Mr Maynard, can we go back to the email we were
 19 looking at before the break at {RYD00003302}, and look
 20 at the email that Steve Blake sent David Gibson at the
 21 TMO at 18.30 on 13 March, the second email down on that
 22 page, where he says:
 23 "Hi David,
 24 "Understand what's required and see no reason why
 25 this can't be achieved."

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1 And you will recall that the "this" was the savings
2 of £800,000. We looked at whether or not you had
3 discussions about that.

4 Can you help with how Mr Blake came to the
5 conclusion that there was no reason why savings of
6 £800,000 could not be achieved?

7 A. He was probably quite familiar with the project and the
8 tender itself, so he probably felt he was able to make
9 that comment.

10 Q. Did you have any discussions with Mr Blake about whether
11 a saving of that magnitude was in fact possible before
12 he sent this email to Mr Gibson?

13 A. No.

14 Q. You didn't have any discussions?

15 A. I don't believe I had any discussions, no.

16 Q. Right.

17 Did the fact that Mr Blake had told Mr Gibson that
18 there was -- and I paraphrase -- no problem with
19 a saving of £800,000 place you under significant
20 pressure as Rydon's most senior surveyor in relation to
21 this project?

22 A. No, not at this stage, no.

23 Q. Not at this stage; did it later?

24 A. I never felt there was particular pressure. Obviously
25 this was pretty much going on -- although it was

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1 post-tender, it was pre-contract, so these savings were
2 trying to be achieved before we had got on site,
3 I believe.

4 Q. Let's look at another document, {RYD00003315}, this is
5 just a little later in the story on this. This is
6 an email from Mark Harris of Harley to Steve Blake,
7 Simon Lawrence and Katie Bachellier, the next day,
8 14 March 2014. Now, you're not copied in on this. It
9 has an attachment, "Proposed VE Cost Savings". I just
10 want to show you the second paragraph. Mark Harris
11 says:

12 "This has been presented to show the value of the
13 compliant package, with V/E cost options below."

14 Then if you look at the third paragraph, he says
15 there:

16 "... no doubt budget will be the driver here."

17 Now, I know you didn't see this email at the time,
18 so I'm not going to show it all to you, but did you ever
19 see this email at the time, do you think?

20 A. Not from memory.

21 Q. We'll look at the spreadsheet in a second, but do you
22 remember having any discussions with Katie Bachellier
23 about a first round of value engineering options which
24 had come from Harley?

25 A. I don't, no.

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1 Q. Let's look at the spreadsheet. It's {RYD00003316},
2 please. We can see the four options here that Mr Harris
3 refers to.

4 Just looking at this document, is this a document
5 that you saw at the time, do you think?

6 A. I don't remember seeing this particular document;
7 however, I do remember seeing the schedule of the
8 savings.

9 Q. Yes. Well, we'll come to those, and this is why I'm
10 showing this to you. This is where it all starts,
11 Mr Maynard, so let's just see how we go.

12 We can see the four options that Mr Harris is
13 referring to, and let's just run through them quickly.

14 There is the compliant bid, based on Harley
15 quotation of 29 January 2014, of £3.7 million-odd, and
16 that's based on Proteus zinc cassette cladding with
17 birch-faced plywood window reveals.

18 Then we see, "Proposed V.E cost savings", and there
19 is a list of items there. The second is uPVC window
20 reveals in lieu of birch-faced plywood, 74,000-odd, and
21 then we get the four options for the cladding. You get
22 Reynobond natural zinc cladding cassette in lieu of
23 Proteus zinc cladding cassette, a saving of 157,000-odd;
24 then you get Reynobond natural zinc cladding face fix in
25 lieu of Proteus zinc cladding cassette, saving of

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1 279,000-odd; then you have Reynobond standard silver
2 colour aluminium cladding cassette in lieu of Proteus
3 zinc cladding cassette, a saving of £419,000-odd; and
4 then, finally, you have Reynobond standard silver colour
5 aluminium cladding face fix in lieu of Proteus zinc
6 cladding cassette, with a saving of £576,000-odd.

7 Now, just looking at those figures, as a general
8 question, is it fair to assume that you would need to be
9 aware of these figures from Harley in order to be able
10 to perform your role as you have described it?

11 A. When the project goes live, then yes.

12 Q. Now, we can see that Reynobond's ACM cladding panels
13 were going to deliver, in general terms, much bigger
14 savings than zinc cladding, weren't they?

15 A. Yeah.

16 Q. And face-fixed ACM panels an even bigger saving than
17 cassette ACM panels; yes?

18 A. Yeah.

19 Q. Now, we know from earlier evidence and from documents
20 that there was a meeting on 18 March, so four days after
21 this email, between representatives of Rydon and the TMO
22 to discuss potential value engineering options. Do you
23 remember whether you went to that meeting?

24 A. I don't remember being at that meeting.

25 Q. Do you remember whether you assisted with preparing the

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1 options which were to be presented to the TMO at that
 2 meeting?
 3 A. I don't think I did, no.
 4 Q. Now, let's look at {RYD00003489}. This is an email from
 5 Katie Bachellier of 20 March 2014, so two days after
 6 that meeting and six days after the 14 March email we
 7 were looking at earlier, sent to Peter Maddison and
 8 David Gibson at the TMO, copied to Simon Lawrence and
 9 Steve Blake, and the subject is "Grenfell Tower Value
 10 Engineering", and there are some attachments to that
 11 email: "VE Options 18.03.14", "Cladding VE Options
 12 18.03.14". She says:
 13 "All,
 14 "Further to our meeting on Tuesday, please find
 15 attached our summary list of Value Engineering options."
 16 Now, just bear in mind this is a document that's
 17 going to the TMO from Rydon.
 18 Right. Let's look at one of the attachments.
 19 I want to look at "Cladding VE Options", the second one,
 20 dated 18 March 2014. We will find that at
 21 {RYD00003491}, please, and there it is. You can see the
 22 savings there, the four for the cladding: alternative
 23 zinc cassette, 100,000-odd; alternative zinc face-fixed,
 24 202,000-odd; alternative aluminium system cassette,
 25 293,000-odd; alternative aluminium system face-fixed,

1 376,000-odd.
 2 Now, this shows -- and it's self-evident, but let me
 3 just put it to you -- that the biggest saving that was
 4 to be passed on to the TMO was available for face-fixed
 5 ACM cladding, wasn't it, at £376,000; yes?
 6 A. Yeah.
 7 Q. The next largest was cassette fixed ACM with a saving of
 8 £293,000-odd; yes?
 9 A. Yeah.
 10 Q. We may come back to this, but keep those figures in your
 11 mind. I'm sure they're familiar to you.
 12 Go to {ART00002256}. These are minutes from the
 13 contractor induction meeting held on 1 April 2014, and
 14 we can see who was present at it. If we look at the
 15 list, we can see that, second from bottom, as present,
 16 is you, Mr Maynard; yes?
 17 A. Yeah.
 18 Q. And you're there with Alan Sharrocks and Simon Lawrence
 19 from Rydon, as well as Christina Stephanou, who was the
 20 Rydon RLO. Yes?
 21 A. Yes.
 22 Q. If we look at page 2 {ART00002256/2} of that minute, and
 23 look at point 2.1. There is a heading under section 2,
 24 item 2, "Proposed savings referenced in tender
 25 submission". 2.1:

1 "There is a potential saving of up to £376,175 that
 2 could be realised through changes to the proposed
 3 cladding. Savings can be achieved by changing the
 4 material and the method of fixing. Changing from zinc
 5 to aluminium and using a face fixing, rather than
 6 cassette, would save the most money."
 7 Do you know who said at that meeting that there was
 8 a potential saving of up to £376,175?
 9 A. No.
 10 Q. Now, is it fair for us to assume that you were the
 11 person at Rydon who led the discussions about cost at
 12 that meeting?
 13 A. No.
 14 Q. Who would have done, if it wasn't you?
 15 A. It would either be the contracts manager, who generally,
 16 like I said, was the point of contact, so he would have
 17 led it, or it could have been from the client's side.
 18 Q. The figure of £376,175 was the figure which
 19 Ms Bachellier's spreadsheet --
 20 A. Yeah.
 21 Q. -- had produced, hadn't it?
 22 A. Yeah.
 23 Q. The one we've just looked at.
 24 A. Yeah.
 25 Q. "Cladding VE Options". It's not the figure, is it,

1 given to Katie Bachellier by Mark Harris of Harley on
 2 14 March that we looked at, was it?
 3 A. No.
 4 Q. Because that figure was £576,973.
 5 A. Yeah.
 6 Q. When you heard at the meeting that the potential saving
 7 was 376,000-odd and not 576,000, why didn't you correct
 8 it?
 9 A. The -- well, that's the saving that Rydons were
 10 offering.
 11 Q. It is, but it wasn't correct to say there was
 12 a potential saving of up to 376,000, because the truth
 13 was that the potential saving was 576,000.
 14 A. Yeah. That was the saving that had been offered to
 15 Rydon.
 16 Q. Exactly. So why didn't you say at the meeting, "Well,
 17 actually, the potential saving is 576, not 376"?
 18 A. Well, clearly that was the figure that Rydons had
 19 submitted as a saving that they were offering.
 20 Q. But it wasn't the saving that was available, was it?
 21 A. No, it appears not.
 22 Q. No. So why didn't you tell the TMO that the saving that
 23 was available was 576 and not, as you did, £376,000?
 24 A. Sorry, the figure that Katie had put on her sheet was
 25 the 376.

1 Q. Yes.
 2 A. Yeah.
 3 Q. Yes, it is, we have established that.
 4 A. That's right. So that's the figure that Rydons were
 5 offering.
 6 Q. It is, but it wasn't the figure that was available to
 7 the TMO.
 8 My question -- let me put it a different way -- is:
 9 why didn't you tell the TMO at that meeting that the
 10 savings that were available on cladding were up to 576
 11 as opposed to leaving them with the impression that
 12 there was the potential saving of only £376,000?
 13 A. Because that wasn't the saving that Rydon wanted to
 14 give.
 15 SIR MARTIN MOORE-BICK: Are we going to explore how the
 16 figure --
 17 MR MILLETT: Yes.
 18 SIR MARTIN MOORE-BICK: Right.
 19 MR MILLETT: We are.
 20 Right. So can we leave it like this: that you were
 21 content for the TMO to live under the assumption that
 22 the savings that could be made in respect of proposed
 23 cladding were up to £376,000 but not more?
 24 A. That's right, yeah.
 25 SIR MARTIN MOORE-BICK: Well, I think, to be fair to

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1 Mr Maynard, what he is saying is that was the potential
 2 saving to the TMO. Was it his decision? If not, he was
 3 probably stuck with it, wasn't he?
 4 MR MILLETT: Well ...
 5 SIR MARTIN MOORE-BICK: That's why I asked whether we're
 6 going to explore how the figure came to be what it was.
 7 MR MILLETT: Yes, we are, but we are looking at the
 8 statement that is made here to the TMO.
 9 Did you have any reason to think at that meeting
 10 that the TMO knew or thought that there was any more
 11 than £376,000 available in respect of the cladding by
 12 way of a saving?
 13 A. No, otherwise potentially they would have raised it, or
 14 Artelia, their cost advice people, might have raised it.
 15 Q. Let's look at an email, {RYD00004916}. This is an email
 16 of 22 May 2014, so some seven weeks later, from
 17 Simon Lawrence to Claire Williams, copied to you,
 18 Mr Maynard.
 19 There are two attachments to that. You have the
 20 "VE Options 18.03.14" and "Cladding VE Options
 21 18.03.14", and I've shown you the second of those
 22 attachments already.
 23 Simon Lawrence says:
 24 "Hi Claire,
 25 "Further to our conversation earlier I've try to

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1 identify what I can at the moment for your financial
 2 report. I've attached the early cost saving
 3 calculations that were originally sent to yourselves so
 4 we have a starting point for reference.
 5 "1. Goods news hot of the press, is that what we
 6 believed to be a more expensive ACM cladding finish
 7 (Natural Aluminium) isn't going to be. The
 8 manufacturers have confirmed that they are willing to
 9 supply it at the same price as the other ranges
 10 previously discussed. Therefore the savings stay the
 11 same as per attached. £293,368 (cassette) or £376,175
 12 (face fixed)."
 13 As we can see, Mr Lawrence attached the two
 14 documents which Ms Bachellier had attached to her
 15 20 March email we looked at before.
 16 Again, these figures were not the savings which were
 17 in fact being provided by Mr Harris of Harley on
 18 14 March, were they?
 19 A. No.
 20 Q. You could see from this email that Simon Lawrence was
 21 materially understating to Claire Williams the extent of
 22 the savings actually available in respect of the ACM
 23 panels; do you see that?
 24 A. Yeah.
 25 Q. Did you take that up with him? Did you seek to ask him

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1 why he was giving the TMO figures for ACM which
 2 materially understated the savings that Harley had
 3 offered?
 4 A. No.
 5 Q. Why is that?
 6 A. Well, that was the figures that Rydons had agreed to
 7 provide as a saving.
 8 Q. Right.
 9 A. So it wasn't my position to question that.
 10 Q. I see.
 11 A. It had been decided above me.
 12 Q. Now, on 8 May 2014 -- this is a little bit earlier in
 13 the month, a couple of weeks earlier in the month than
 14 the email we have just been looking at -- we know that
 15 Mr Blake attended a meeting with the RBKC planning
 16 department to discuss the cladding materials.
 17 Do you remember him having a meeting in early May
 18 with the RBKC planning department about that?
 19 A. Not specifically, no.
 20 Q. Okay.
 21 Let's look at a document. If you go to
 22 {RYD00004204}, here is an email of 8 May 2014 from you
 23 to Steve Blake, subject: "Grenfell - Cladding".
 24 A. Yeah.
 25 Q. Then you set out the figures.

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1 A. Yeah.
 2 Q. This really summarises the figures that Rydon were
 3 offering the TMO on the one hand for the four options --
 4 ally face-fixed, ally cassette, alternative zinc
 5 face-fixed, alternative zinc cassette -- with the
 6 savings that Harley were offering Rydon on the other.
 7 A. Yeah.
 8 Q. Yes?
 9 A. Yes.
 10 Q. Yes.
 11 Now, there is no content to this email other than
 12 this comparison exercise. Do you remember what caused
 13 you to send this email to Mr Blake --
 14 A. Yeah.
 15 Q. -- on the morning of 8 May?
 16 A. Yeah. He rang me and asked for a summary of the
 17 positions on each option, of what Rydons had offered
 18 back as a saving, and what Harleys had offered, so he
 19 could see the full picture.
 20 Q. I see. Did he tell you, do you remember, why he wanted
 21 that summary?
 22 A. Just so he was -- he had all the information at hand.
 23 Q. Okay.
 24 Now, we will come back to that email in due course,
 25 I think, but can I just go first to another document,

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1 {ART00008955}. These are the minutes from the pre-start
 2 meeting on 13 June 2014, and we can see who was present.
 3 There were representatives there from the TMO, Artelia,
 4 and then Simon Lawrence and you were there from Rydon,
 5 as well as Jason Bethel. Yes?
 6 A. Yes.
 7 Q. And he is one of your surveyors, I think?
 8 A. He was an estimator.
 9 Q. Right. It says surveyor, which is why I say --
 10 A. Yes.
 11 Q. Is that wrong, he was an estimator?
 12 A. Yes.
 13 Q. I see.
 14 If we look at the top of the page, the objective is,
 15 "Pre-start meeting and review of contract costs", you
 16 see?
 17 A. Mm-hm.
 18 Q. Is it fair to assume that you were there to deal
 19 specifically with the contract costs aspect of the
 20 meeting?
 21 A. I was there, yeah, for that reason, yeah.
 22 Q. Yes. Apart from Mr Bethel as a surveyor, you were there
 23 and Simon Lawrence; there was nobody else there --
 24 A. No.
 25 Q. -- from Rydon. So we can assume that you were there to

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1 deal with the contract costs.
 2 Now, if we can turn to page 4 {ART00008955/4}, we
 3 can look at item 8.1 together, and this is under "Review
 4 of Contract Costs". There it says:
 5 "Original tender sum is [£9.2 million-odd]. The
 6 savings that [Rydon] have confirmed are as below."
 7 Area: cladding, saving: £293,368.
 8 Again, I think this is a question I have asked
 9 a number of times, but let me just put it again: this
 10 wasn't the figure that had in fact been offered by
 11 Harley to Rydon, was it? We saw that they had offered
 12 just about £420,000.
 13 A. Yeah.
 14 Q. Yes.
 15 Now, we have heard Mr Lawrence's evidence, we have
 16 heard Mr Blake's evidence on this point, and we have
 17 heard yours, I think, a little bit. But can you in
 18 general terms confirm two things for us: first of all,
 19 that Rydon was not intending to pass on all the savings
 20 on cladding that Harley had made available to it?
 21 A. Correct.
 22 Q. And secondly, that Rydon was intending to keep the
 23 difference for its own benefit --
 24 A. Correct.
 25 Q. -- in order to boost its profit margin?

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1 A. Or to assist in costs that they were losing elsewhere.
 2 Q. Right.
 3 Now, if we can look at Ms Bachellier's witness
 4 statement, I would like just to look at that document.
 5 It's {RYD00094347}, please. I would like to look at
 6 page 3 {RYD00094347/3} in that. Let's look together at
 7 paragraph 20. She says:
 8 "In respect of the savings for cladding, Harley
 9 provided four different options to the Client. I do not
 10 recall which system was chosen; my role was to provide
 11 the proposed options to the Client and to highlight the
 12 savings that were available for each option."
 13 Are you able to explain how the figures that
 14 Ms Bachellier calls the savings that were available for
 15 each option were arrived at?
 16 A. No.
 17 Q. Does that tell us that you can't help us about how the
 18 figures that Rydon decided to keep for itself and how
 19 much to pass on were arrived at?
 20 A. No, I can't, no.
 21 Q. Just go back, then, to the summary email at
 22 {RYD00004204}. This is the email of 8 May we looked at
 23 a minute ago.
 24 A. Yeah.
 25 Q. We know how -- or we may not, we may find out yet how

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1 Harley got to its savings. That's one question. But
 2 the saving for aluminium cassette of £293,368 as opposed
 3 to 420,000 is a very precise number. It's precise to
 4 the last pound.
 5 My question is: how did Rydon arrive at the savings
 6 offered to the TMO in contradistinction to the savings
 7 being made available to it by Harley for that item?
 8 A. I don't know.
 9 Q. Who does know?
 10 A. Well, I imagine Katie put the figures together, so
 11 I would imagine she may know.
 12 Q. Do you know how she did?
 13 A. No.
 14 Q. Did you ever ask her?
 15 A. No.
 16 Q. Did it not ever occur to you, as the senior surveyor,
 17 how it came about, given that you knew there was
 18 a difference and that a decision had been made not to
 19 pass on the full savings, how that partial amount of
 20 saving had been arrived at?
 21 A. No, I was --
 22 Q. Why was that?
 23 A. -- looking at the headline figures.
 24 Q. I know, but were you not curious to know how Rydon was
 25 arriving at the figure it was prepared to pass on?

1 A. Not at the time, no.
 2 Q. Who had made the final decision as to that amount?
 3 A. Again, I don't know.
 4 Q. Now, you became commercial manager on this project in,
 5 I think, May.
 6 A. Commercial manager of the refurbishment team.
 7 Q. Yes. Does that mean commercial manager including this
 8 project?
 9 A. It does mean including the project, but not specific
 10 to --
 11 Q. When you became commercial manager on this project, did
 12 understanding these figures in depth not fall within
 13 your remit?
 14 A. I didn't need to understand the figures in depth. I was
 15 reporting at a high level. So as long as I know what my
 16 cost and my value is and I'm aware where it's going, and
 17 I'm reporting that to Steve as an overall job forecast,
 18 then that's where my job lies. The detail is
 19 normally -- the job surveyor would get his head round
 20 the detail.
 21 Q. If it was Katie Bachellier who had calculated the
 22 figure, was it not your job, once you became commercial
 23 manager, to understand how she had calculated it so as
 24 to be able to support the decision to pass that much
 25 lesser figure on to the TMO?

1 A. These figures were created before I became her line
 2 manager, so, no, I didn't feel the need to know the ins
 3 and outs. These figures were submitted and set in
 4 stone. They were what they were, in my opinion, at the
 5 time.
 6 Q. Who had made the ultimate decision to offer savings of
 7 £293,368 as opposed to £293,369?
 8 A. That I don't know.
 9 Q. Right.
 10 Let's turn to a slightly different topic, which is
 11 Harley's own costing error.
 12 {RYD00009396}, please. Now, this is an email from
 13 Simon Lawrence to Steve Blake and you on 23 June. If we
 14 go to {RYD00009396/3}, that's the top email in the
 15 chain, we can see that there is an email first on
 16 18 June from you to Mark Harris, copied to Mike Albiston
 17 at Harley and Simon Lawrence at Rydon. The subject is
 18 "Grenfell Tower - price build up", and you say:
 19 "Mark,
 20 "Apologies for the delay!"
 21 You say:
 22 "Further to our meeting on Monday, we confirm the
 23 following:
 24 "1) Your current quotation for the Zinc Cladding
 25 option is £3,218,360 for the external envelope works.

1 "2) We require your lump sum all risk price for the
 2 zinc cladding option to be discounted by 5% to
 3 £3,057,442.
 4 "3) Savings to be considered by our Client which
 5 would be deducted from the above are currently:
 6 "a) Cladding - Aluminium cassette in lieu of zinc -
 7 (£419,267).
 8 "b) Cladding - Aluminium Face fixed in lieu of
 9 Zinc - (£577k)."
 10 I don't need to go into the louvre panel.
 11 Pausing there, it's not correct to say that these
 12 were savings to be considered by your client, were they?
 13 Your client, the TMO, didn't know about these savings.
 14 A. No, they knew about the savings related to those
 15 products.
 16 Q. Now, just pausing there, is it fair to say that you were
 17 giving the impression to Mr Harris that you were passing
 18 on to the TMO the whole of the savings that Harley had
 19 offered Rydon?
 20 A. No.
 21 Q. Well, you see, it says, "Savings to be considered by
 22 your Client which would be deducted are currently", and
 23 you can see cladding aluminium cassette in lieu of zinc,
 24 419,000. That's the Harley offered figure, isn't it?
 25 A. Yeah.

1 Q. But you weren't asking the client to consider 419,000,
2 were you?

3 A. No, I was confirming to Harleys that the savings that
4 they considered is related to the aluminium cassette or
5 the aluminium face-fixed. I'm not making reference to
6 the actual figures to them, I'm saying these are the two
7 options that are currently being considered.

8 Q. I see what you mean. So -- I see. You didn't anywhere
9 tell Harley that in fact you weren't asking the client
10 to consider £419,000 worth of savings for aluminium
11 cassette in lieu of zinc --

12 A. No.

13 Q. -- but a much lesser figure?

14 A. No.

15 Q. Right.

16 Looking at {RYD00009396/2} of this document, let's
17 look together at the bottom of the page. This is
18 an email two days later, 20 June, from Mark Harris to
19 you, copied to Ray Bailey:

20 "Hi Zak
21 "We'll be coming back to you with a formal response
22 later today to a number of items below, but in the
23 interim, I need to talk with you about cost. As already
24 discussed, there was an estimating error at our end when
25 calculating the savings for using ACM. This was

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1 unfortunately a six figure sum. Notwithstanding this,
2 we remain committed to the project, and as already
3 stated, we will stand by our bid. However, being
4 totally honest, the additional 5% discount is causing an
5 issue. I've been trying to pass the pain down the
6 supply chain, but having little success.

7 "Can we discuss this further? Is there a compromise
8 that could be agreed?"

9 At the top of that page, you respond to Mark Harris
10 on the same day:

11 "Hi Mark
12 "A 5% discount is where we need to get to based on
13 a zinc cladding option as the initial benchmark position
14 to draw a line at.

15 "We would then look at the savings as post sub
16 contract variations.

17 "From our conversations, I was led to believe, it
18 was only the face fixed option that was a problem!?
19 Could you advise what your true savings were meant to be
20 and how they were arrived at?"

21 Then if we look at {RYD00009396/1}, right at the
22 bottom, we can see that you pass this exchange on to
23 Steve Blake and Simon Lawrence with an "FYI". Do you
24 see that?

25 A. Yep.

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1 Q. Mr Blake then comes back to you on 23 June, as well as
2 Simon Lawrence, and he says:

3 "Not actually surprised as they seemed relatively
4 large in the first place.

5 "On principle we should stick to 5% but agree a
6 compromise on the saving and some point in the future
7 reverse pass it back up the chain."

8 Is it fair to say that what Mr Blake was suggesting
9 here was that you should organise the finances so that
10 Harley's cost error would be absorbed by the TMO?

11 A. He's saying "back up the chain", so potentially, yes.

12 Q. That means that Rydon wouldn't lose any profit itself at
13 all. That was the idea, was it?

14 A. Yes.

15 Q. And specifically he was asking you to do that, wasn't
16 he?

17 A. He was asking us to do it as a project team, but yes.

18 Q. Yes, but you and Mr Lawrence.

19 A. Yes.

20 Q. You're the only recipients of this email.

21 A. That's right, yes.

22 Q. Look back at your witness statement, if we can,
23 paragraph 15 on page 2 {RYD00094346/2}. You say there:
24 "I understand that there were errors in Harley's
25 quote for the cladding work. I believe this was due to

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1 a miscalculation of the size of the area to quote for;
2 it was Harley's error. There were discussions over
3 whether Harley would bear the cost; I do not recall the
4 outcome. The final decision regarding whether Rydon
5 bore any of the cost would have been taken by
6 Steve Blake as a director."

7 Now, I've shown you some documents, and although
8 Mr Blake may ultimately have made the decision on how
9 the cost was borne, on the documents we have now looked
10 at together in the last few minutes or so, do you accept
11 that actually you were intimately involved in this
12 process of what to do with the Harley costing error?

13 A. Yeah, we asked Harleys to give us the detail of their
14 error that they made, and I think there's a further
15 email where Harleys actually sort of broke it down and
16 tried to explain where the error came from.

17 Q. Yes, there is, but we're going to come to that.

18 A. We didn't dismiss it straight away, that's not the kind
19 of company we are. If they had made a genuine error
20 then we need to discuss it. But likewise we heard it
21 out and probably put it on the back-burner until the
22 final account was agreed, is probably where the
23 intention would be: "Look, we understand that there is
24 a problem there, we'll review it later on", and
25 I believe that's how it was left.

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1 Q. Yes. I mean, your statement says:
 2 "... it was Harley's error. There were discussions
 3 over whether Harley would bear the cost ..."
 4 A. Yeah.
 5 Q. I'm just putting to you that in fact you were intimately
 6 involved in those discussions.
 7 A. Yes.
 8 Q. Yes.
 9 If you go to {RYD00009596} we can see what happened
 10 next. Can we have pages 1 and 2 {RYD00009596/2} of that
 11 email run put up together side by side, please. If we
 12 look at the bottom of page 1, we can see Mike Albiston's
 13 response to you of 23 June, no one else copied in, where
 14 he says:
 15 "Hi Zak
 16 "I've been through my cost error on Grenfell Tower
 17 and enclose the following to explain what happened."
 18 That's page 1. Then over the top of page 2 he sets
 19 out the detail of how it came about, and in essence --
 20 and I'm summarising this -- for the ACM fix they had
 21 offered you £576,000-odd, but that had not included
 22 a figure of about £200,000 for flashing, smoke stops and
 23 supports for the crown, whereas the original cost for
 24 the zinc did. That's right, isn't it, I think? That
 25 explains the --

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1 A. It looks like that, yeah.
 2 Q. Yes, that's right.
 3 A. Yeah.
 4 Q. If you look at the middle of page 1 -- sorry, I should
 5 just say the cost saving for ACM cassette was given as
 6 £419,000-odd, and again the error was the same, but the
 7 cost used for cassette was more accurate and that meant
 8 that the shortfall was 40,000. So they had an error of
 9 200,000 in their own saving --
 10 A. Yes.
 11 Q. -- of 200,000 for the face-fixed and 40,000 for the
 12 cassette.
 13 Then if we see the next email, middle of page 1, you
 14 pass this email on to Katie Bachellier on 24 June and
 15 you say:
 16 "FYI - Funny how their issue takes us to our saving
 17 that we offered the client on the face fixed !! Inside
 18 knowledge perhaps?"
 19 Above that, Ms Bachellier comes back to you and
 20 suggests to you:
 21 "Can we go 50/50 with Harley as it was their
 22 cock-up?"
 23 You respond at the top, same day, 24 June:
 24 "Probably go 50-50 on the face fixed as we would
 25 still pocket £100k on that, however the cassette I would

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1 probably offer 75-25 as 50-50 would only leave us with
 2 £47k gain."
 3 Now, when you say there Rydon would still pocket
 4 £100,000 on that, do you mean that that would add
 5 £100,000 to Rydon's profit?
 6 A. No. Well, it means that we would still have a hundred
 7 grand's worth of profit in that --
 8 Q. I --
 9 A. -- add it.
 10 Q. I see, over and above that which had been disclosed
 11 through its saving to the TMO?
 12 A. No, that would -- it would reduce it down to that. So
 13 if we offered them some money back on their saving they
 14 had provided us, it would obviously reduce the margin
 15 that Rydon had applied.
 16 Q. Indeed. I think we're saying the same thing.
 17 A. Sorry, yes.
 18 Q. If you go to {RYD00009588}, this is an email a few days
 19 before from you to Steve Blake and Simon Lawrence.
 20 Let's just wait for it to come up on the screen. There
 21 it is. This is an email -- I'm sorry, it's the same
 22 day, 24 June 2014, and you are here writing to
 23 Simon Lawrence and Steve Blake, reporting on the error,
 24 I think, and you're saying:
 25 "Basically they are saying they have a £200k problem

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1 with face fixed and a £160k problem with cassette.
 2 "I will continue to try and do the deal on the Zinc
 3 Cladding at 5% discount to get our baseline order. This
 4 is where we have already pitched it so I can't go any
 5 better. 3% is the minimum we need to achieve as
 6 performance at Tender.
 7 "A potential revised position on the savings would
 8 be ..."
 9 Then you set them out. For face-fixed, client
 10 saving: 376, Harley first offer: 576, Rydon expected
 11 gain: £200,000, split 50/50 with Harley, £100,000 gain.
 12 Cassette. Client saving: £293,000, Harley first
 13 offer: £420,000, Rydon expected gain: £127,000, split
 14 50/50 with Harley, £47,000 gain.
 15 "Harleys allegedly [and that's in bold there] don't
 16 know what our savings are to the Client so we can
 17 improve on these by not offering 50-50 but above would
 18 be a worst case position that I would want to go to."
 19 Now, I've read that all to you.
 20 A. Yeah.
 21 Q. I just want to ask you a number of questions.
 22 First, you say Rydon's expected gain of £200,000 was
 23 the profit that Rydon was hoping to make for itself on
 24 top of the saving passed on to the client.
 25 A. Yeah.

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1 Q. If you look at the bottom of the email, you go on to
 2 say, "Harleys allegedly [in bold] don't know what our
 3 savings are".
 4 Why did you put "allegedly" in bold?
 5 A. Just because it was -- conveniently, the figures were
 6 looking like the figures that we had put together.
 7 Q. Were you hoping that Harley didn't know what savings
 8 Rydon was offering to the TMO?
 9 A. Well, ideally you don't want them to know.
 10 Q. No. And did you use the word "allegedly" because you
 11 suspected that they might well have known?
 12 A. It was just a jovial comment.
 13 Q. Okay. Jovial why?
 14 A. Just -- that was just a comment in an email.
 15 Q. I mean, had Harley let on to you anything that led you
 16 to think they might have twigged?
 17 A. No.
 18 Q. Now, I mean, £47,000 gain clearly wasn't going to be
 19 enough, was it?
 20 A. It's not ideal, but that's why I was laying it out, so
 21 that people could make a decision.
 22 Q. Right.
 23 Can we look at {RYD00009681}, please. I think we
 24 should look at the middle email first of all. There is
 25 a precursor to this. Perhaps we just ought to look at

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1 that, actually, the bottom of page 1, the top of page 2
 2 {RYD00009681/2}.
 3 Page 1, bottom, is you writing to Mark Harris and
 4 saying you have been catching up with emails. If we
 5 just look at the rest of that, look at page 2. You are
 6 there offering the 5% discount. So that's the context
 7 of what I want to show you.
 8 If you go back to page 1, Mark Harris comes back to
 9 you on 24 June:
 10 "Hi Zak
 11 "Many thanks for your response.
 12 "I confirm that we agree with the baseline figure,
 13 based on the zinc option with a 5% discount. With
 14 regards to the other items on your list, I will send a
 15 separate response (In response to your other email) but
 16 would comment that most of the Items are acceptable, but
 17 I will need to make a comment against Items 10 and 12."
 18 We don't need to look at that.
 19 Then he basically thanks you and apologises.
 20 It looks from this that you had persuaded Harley to
 21 accept a 5% discount on the original baseline figure for
 22 savings for the zinc cladding. Is that how this should
 23 be read?
 24 A. The -- that's the 5% discount on the baseline cladding
 25 option, which was the zinc, not --

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1 Q. Yes.
 2 A. -- a saving, it was the whole scheme, if it went with
 3 zinc cladding.
 4 Q. I follow, right.
 5 Then just help me with the next email, top of
 6 page 1.
 7 A. Yeah.
 8 Q. You then write to Steve Blake and Simon Lawrence,
 9 24 June:
 10 "Steve/Simon
 11 "First part of the battle now we will agree to give
 12 them 10% of the savings back and we are quids in!!"
 13 What did you mean by "quids in"?
 14 A. Again, this is the -- an email that, you know, if we
 15 don't have to give them back as much as we thought, we
 16 would have more profit.
 17 Q. Yes, but help me with "quids in". Does that mean you
 18 had recovered it all or recovered enough? What does it
 19 mean?
 20 A. Just more profit.
 21 Q. I see. So does that mean that you wouldn't now have to
 22 offer them 50% but only 10%, looking at your comparators
 23 before?
 24 A. Yeah, I think I was joking in that bit. I think the
 25 first part of the battle was that they have agreed to

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1 meet us somewhere in between.
 2 Q. I see, okay.
 3 Did anyone at Rydon, to your knowledge, ever tell
 4 the TMO about these discussions?
 5 A. No, they wouldn't -- we wouldn't need to.
 6 Q. You wouldn't need to?
 7 A. Well, this is our supply chain. This is between Rydons
 8 and their supply chain.
 9 Q. Right, I see.
 10 Now, let's look at {RYD00011661}, please, to see how
 11 this continues. Can I please have pages 1 and 2
 12 {RYD00011661/2} up together. This is an email string of
 13 8 and 9 July. We just need to look at pages 1 and 2
 14 side by side. We start on page 1, but it goes over to
 15 page 2. This is your email to Mark Harris of
 16 8 July 2014, and you say:
 17 "I am going to struggle with the extra £15/m2 but
 18 could we meet half way on the Face Fixed with an extra
 19 £7.50/m2 and the best I could do on the cassette is an
 20 extra £5/m2?
 21 "This would read ..."
 22 Then you set out the savings: face-fixed saving:
 23 524,000-odd, and cassette savings: 370,000.
 24 "Hope this is agreeable?"
 25 Do you see that?

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1 A. Yes.
 2 Q. That means or meant -- just help me with this -- that
 3 Harley's revised savings on cassette of £370,000-odd was
 4 still higher than the figure of which the TMO had been
 5 informed, namely 293,368.
 6 A. Correct.
 7 Q. I see. That meant a £77,000-odd potential extra, if you
 8 like, for Rydon; yes?
 9 A. Yes.
 10 Q. Yes. And then Harley's revised savings on the
 11 face-fixed at 524,000 was still higher than the figure
 12 of which TMO had been informed of 376,000-odd, and that
 13 meant a 148,000-odd bonus for Rydon if that was the
 14 option.
 15 A. Correct.
 16 Q. Yes.
 17 You then sum that up, I think -- well, I should just
 18 show you the next email. Mark Harris comes back to you
 19 and essentially accepts that on 9 July, as we can see
 20 from the email on page 1. Yes?
 21 Then if we look at the top of the first email, the
 22 top of the first page, Zak Maynard to Steve Blake and
 23 Simon Lawrence, this is 9 July, you now go back to
 24 Steve Blake and Simon Lawrence and you say:
 25 "FYI - not a bad position.

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1 "Adds about circa £100k to margin."
 2 What do you mean about £100,000 to margin?
 3 A. I think I'm just reporting the difference between the
 4 two savings based on the revised position.
 5 Q. How do you get to £100,000 or thereabouts?
 6 A. So they're at 370 on the cassette.
 7 Q. Yes.
 8 A. And I think --
 9 Q. Which adds, as we established, about 77,000.
 10 A. Yeah, so I've clearly -- I'm assuming I'm just rounding
 11 that up there, I can only think that's the only reason
 12 why --
 13 Q. I see. So it's rounded up from 77 on the cassette?
 14 A. I assume I just -- it appears that way, yeah.
 15 Q. At this stage, cassette hadn't been finally selected,
 16 had it?
 17 A. I don't believe so, no.
 18 Q. In fact, face-fixed would not be £100,000, it would be
 19 £148,000 on these revised figures.
 20 A. Yeah.
 21 Q. So I'm just trying to work out why you plump for 100.
 22 A. It looks like I've pitched it in the middle. I don't
 23 know. I honestly don't know where that -- why I have
 24 come up with that figure.
 25 Q. You can't explain?

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1 A. No.
 2 Q. Okay.
 3 In your statement -- we've seen it before -- you say
 4 you don't recall the outcome of the discussions about
 5 the Harley error, but we can see from these emails that
 6 you were very intimately involved. Can you explain why,
 7 when you wrote your statement, you didn't deal with
 8 these in detail?
 9 A. I didn't know we had reached an agreement on that. So,
 10 yeah, I didn't remember we had reached an agreement.
 11 Q. Right. When you were preparing your statement, were you
 12 not shown these emails?
 13 A. I didn't see -- I didn't see that, no, that it had been
 14 finalised.
 15 Q. Okay.
 16 In general terms, do you accept this as
 17 a proposition: that you personally were driving as hard
 18 as you could for Harley to bear as much of the cost as
 19 possible and for you to make as big a saving as
 20 possible?
 21 A. I was doing my job as best as I could, yeah.
 22 Q. You say you were doing your job as best you could; does
 23 that job include driving as hard as you could for Harley
 24 to bear as much of the cost of the cladding options as
 25 possible?

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1 A. I don't think we're driving as hard as possible.
 2 I mean, a lot of people would have just said, "No, we're
 3 not even going to listen to your proposal", so I think
 4 we approached it fairly in order to actually have them
 5 round the table and discuss the fact that they had
 6 a tender error, which in theory is their problem, but we
 7 were willing to have that chat with them and try and
 8 come to a compromise where we're going to help you out
 9 as well.
 10 So I don't think it's a case of being -- you know,
 11 driving them down, because otherwise we would have just
 12 said no.
 13 Q. Let's turn to a different subject: Rockwool insulation.
 14 {RYD00006697}, please. Now, this is an email, if we
 15 look at the bottom of that page, from Tom Elliott of
 16 Rockwool to you on 4 June 2014. I'm so sorry, you're
 17 being shown page 1. It's my fault. I would like you to
 18 look at page 2 {RYD00006697/2} of that run, please.
 19 This is, as I say, an email from Tom Elliott at
 20 Rockwool to you, 4 June:
 21 "Dear Zac(sic),
 22 "I have tried calling you this morning and left you
 23 a voicemail."
 24 Then he goes on to introduce himself:
 25 "I work within Rockwool's Refurbishment &

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1 Regeneration team ..."
 2 Et cetera.
 3 Do you recall how it came about that Mr Elliott was
 4 trying to reach you at that time?
 5 A. Yeah, I think there was some discussions in relation to
 6 some ECO funding which the client could get the benefit
 7 from, and I think Simon Lawrence had been dealing with
 8 it, and that's how I think this came about with regards
 9 to that, the opportunity to perhaps secure some
 10 additional funding for the client.
 11 Q. Do you know how or why Tom Elliott was given you as the
 12 contact person at Rydon to speak to on these matters?
 13 A. I think he -- they needed some information about the
 14 scheme, perhaps areas, because I think I've responded in
 15 an email above there.
 16 Q. Yes.
 17 A. Given him some information. It might have needed, like,
 18 areas of rainscreen cladding that was going to go on the
 19 block, so like a metre square, so they could do some
 20 assessment.
 21 Q. I follow.
 22 If we look at the third paragraph of Mr Elliott's
 23 email of 4 June, he says:
 24 "All stone wool insulation comes with a euro class
 25 fire rating of A1, and therefore our systems are

1 particularly suited to high-rise and school
 2 refurbishment in accordance with BR 135 and BB100.
 3 These systems also include the unique 4 in 1 benefits of
 4 Rockwool products: fire protection, acoustic
 5 performance, highly durability and fully recyclable."
 6 Did you at the time note that paragraph? Did you
 7 read that and think about it?
 8 A. No. No.
 9 Q. You didn't?
 10 A. I would have forwarded it on to Simon, who was dealing
 11 with -- dealing with those things at the time.
 12 Q. Did you ever any understanding of the
 13 Building Regulations or Approved Document B?
 14 A. Not -- no.
 15 Q. Did you have any particular understanding at the time
 16 that there were specific requirements in respect of
 17 fire safety for buildings in excess of 18 metres in
 18 height?
 19 A. Not specifically, no.
 20 Q. Did you understand what Mr Elliott meant when he said
 21 there was a Euro class fire rating of A1?
 22 A. No.
 23 Q. Did you take the trouble to understand or to try to
 24 understand what he meant and investigate it?
 25 A. Simon was dealing with this particular item, so it would

1 be left with Simon to deal with from the production
 2 side.
 3 Q. Okay. Now, if we go to page 1 {RYD00006697/1} of this
 4 document, or this run, this is an email of 10 June --
 5 A. Yeah.
 6 Q. -- to you, in response to your message to him.
 7 A. Yeah.
 8 Q. He says in the first main paragraph:
 9 "Thanks again for the information. I noticed on
 10 your website that you are planning on attracting ECO
 11 funding to the project, and thought it important to make
 12 you aware that the only insulated rainscreen cladding
 13 system available at the moment which attracts ECO
 14 funding is our Rockwool duo-slab."
 15 Then he says in the last sentence:
 16 "The system is a combination if Rockwool dual
 17 density insulation and Rockpanel lightweight cladding,
 18 both of which have superior fire ratings of Euro
 19 class A1."
 20 I take it from your last answers that you didn't
 21 have an understanding of what Euro class A1 was at the
 22 time?
 23 A. No, which is why it has been forwarded on to Simon.
 24 Q. You do indeed do that the same day, in fact two minutes
 25 later, "FYI".

1 A. Yeah.
 2 Q. If we look at his response to you, we can find that not
 3 actually here, it's a different document, {RYD00007567},
 4 please. He says there:
 5 "Something for the Harley inclusions! Make sure
 6 they use appropriate insulation to achieve grant
 7 funding. They normally use Duo Slab anyway so shouldn't
 8 be an issue."
 9 What did you understand Mr Lawrence to mean there by
 10 "Harley inclusions"?
 11 A. When we issued out an instruction, we try and give it
 12 a bit of detail, and put some items that we would like
 13 them to include in there, in their order package, and
 14 that normally comes out of discussions with the
 15 contracts manager and the project manager, from
 16 a technical perspective, to see if we can try and pick
 17 everything up.
 18 Q. Right.
 19 Did you have any idea about what the appropriate
 20 insulation might be in order to achieve grant funding?
 21 A. No.
 22 Q. So did it surprise you that Mr Lawrence was asking you
 23 to ensure that Harley used appropriate insulation?
 24 A. He's just making a comment to make sure we pick it up
 25 when we're placing the order to try and make sure those

1 discussions are had.
 2 Q. Does that mean that in the order package you would
 3 include Rockwool in order to get ECO funding?
 4 A. I think it was explored. I know -- I think Simon took
 5 it further and explored it. But I don't think we went
 6 down that route.
 7 Q. Right.
 8 Why did Mr Lawrence ask you and nobody else, in
 9 looking at this email, to ensure that Harley were using
 10 appropriate insulation to achieve grant funding?
 11 A. Just because we would be the ones in surveying to list
 12 it out in an instruction when we -- when we issued the
 13 letter of intent, for example, we try and put things in
 14 there that we wanted to put in their package, so it was
 15 just an aide memoire, let's remember this as a potential
 16 item that needs to go in there.
 17 Q. Do you remember whether you did?
 18 A. I don't remember if we did, because I don't know whether
 19 we went down that route.
 20 Q. Can we look at {RYD00005697}, please. This is the email
 21 of 4 June. I started off with this this morning with
 22 you. This is the introductory email from Tom Elliott.
 23 I just want to look at a different subject in it.
 24 He attaches two documents, "REDArt Silicone
 25 Datasheet" and "Façades Guide 2013".

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1 When you got this email from Mr Elliott on 4 June,
 2 did you look at this façades guide?
 3 A. No. I would have just forwarded it on to Simon to
 4 review.
 5 Q. I see. Did you have any discussions with Simon Lawrence
 6 about the façades guide?
 7 A. No.
 8 Q. Can I ask you to look at {RYD00009724/2}, please. Now,
 9 this is an email from you to Mark Harris, copied to
 10 Mike Albiston and Simon Lawrence, of 18 June 2014. Now,
 11 it's an email we looked at earlier on in the context of
 12 the pricing, and I didn't show this to you because we
 13 were going to come back to it, as we now do.
 14 Just to be clear about what it is, it's your email
 15 to him, and the comments in red are his response.
 16 I just want to focus with you, if I can, at item 12.
 17 We can see that you did suggest to Harley there:
 18 "Rockwool Duo-slab insulation to be used to ensure
 19 Eco Funding secured on the project."
 20 Just pausing there, is that where the Harley
 21 inclusions happened?
 22 A. That's right, yeah.
 23 Q. I see.
 24 A. So it's the checklist there where we send it to them,
 25 "This is what we want in your package".

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1 Q. That clarifies that, then.
 2 A. Yeah.
 3 Q. We can see his response.
 4 Sorry, I should ask you: when you did write
 5 paragraph 12 to Mark Harris, did Simon Lawrence tell you
 6 to do that?
 7 A. Yeah, that's from the email that we saw before.
 8 Q. That was the instruction to you to make the inclusion?
 9 A. Yeah.
 10 Q. I see.
 11 You can see what's said in red.
 12 A. Yes.
 13 Q. Mr Harris' response is:
 14 "We have been contacted by Rockwool in this regard.
 15 They advise that unless they supply the cladding panels,
 16 rails, and insulation as a complete system, Eco Funding
 17 would not be available to the client on this project.
 18 Whilst we are happy to use Rockwool as an insulation
 19 product, our bid is based on using Reynobond panels, and
 20 aluminium rails from a supplier yet to be confirmed.
 21 I am not sure where we go with this?"
 22 Now, we can see that Mr Harris had made clear there
 23 that Rockwool panels and insulation had not been quoted
 24 for by Harley, because its bid was based on Reynobond.
 25 Is it fair to say that he was really just leaving that

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1 with you to decide what to do next?
 2 A. He was leaving that with Rydons to say, if they are
 3 going down the ECO funding route, what do we do. So,
 4 yeah.
 5 Q. Had you failed to appreciate that Harley's bid was based
 6 on Reynobond?
 7 A. No, what that's saying there is it's a complete system,
 8 so in order to get ECO funding you have to use their
 9 cladding panels and rails as well as the insulation
 10 rather than using a different panel. So I think
 11 that's -- that's the issue there, that's what he is
 12 raising, basically.
 13 Q. Was there a problem with Harley quoting for the complete
 14 system?
 15 A. Er --
 16 Q. The Duoslab and Rockwool system?
 17 A. Not as far as I'm aware.
 18 Q. Because he says, "our bid is based on using Reynobond
 19 panels".
 20 A. Yeah.
 21 Q. Was there any reason why you couldn't go back to him and
 22 say, "Well, I know that, but can I please have a quote
 23 now for Rockwool and Duoslab"?
 24 A. Yeah, we could have done. I'm not sure, as I say, why
 25 we didn't. I think I would have forwarded that question

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1 on to our production to ask, you know, where do we go
 2 with this, so -- and seek advice. So, yeah.
 3 Q. Right.
 4 Did you have any understanding at the time about the
 5 requirements for insulation to be a material of limited
 6 combustibility?
 7 A. Not in a great deal. I wasn't there for sort of
 8 technical knowledge, I was there to cost report. So we
 9 relied heavily on our designers and our production staff
 10 for that kind of information.
 11 Q. Did you understand at the time that unless a particular
 12 product had been tested for use over 18 metres in the
 13 precise configuration and precise material set-up that
 14 was to be used on the building, or had a desktop study
 15 or holistic engineering, then it had to be of limited
 16 combustibility?
 17 A. I didn't know that, no.
 18 Q. You didn't.
 19 Did you understand that Rockwool was a material of
 20 limited combustibility, but RS5000, which was the
 21 insulation that was to be used, was not?
 22 A. No.
 23 Q. You didn't.
 24 Now, sticking with this document, we can see that
 25 you passed this on to Mr Lawrence, if you look back at

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1 page 1 {RYD00009724/1}, and you say to him, middle email
 2 on page 1:
 3 "Nothing too surprising in here. Did you want to
 4 discuss item 12 with them?"
 5 Item 12 is what we have been looking at, the Duoslab
 6 discussion. He comes back to you and says:
 7 "Looks like we may have a problem with this !!! (not
 8 Harley's part but the funding part)."
 9 You go back to him and say:
 10 "And we can't even increase the savings on the
 11 cladding now to help out as they are true savings!!"
 12 What did you mean by that? What did you mean by
 13 "true savings"?
 14 A. Just that the savings have eroded away, so that now
 15 there's not much difference between the savings offered
 16 to the client and the savings getting from
 17 subcontractor, so there's a decision to be made on that.
 18 Q. Right. Did you take any further action yourself to
 19 follow up the use of Rockwool insulation on Grenfell?
 20 A. I didn't take any further action, no, and I don't know
 21 where the further discussions went after that.
 22 Q. We know that ultimately Rockwool wasn't used. You know
 23 that? Yes?
 24 A. Yes.
 25 Q. Now, look at {HAR00000397}, please. Let's just round

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1 off a particular point we have been looking at together.
 2 This is the envelope package given to Harley. This is
 3 appendix A. I think this formed appendix A to the LOI,
 4 didn't it?
 5 A. Yes.
 6 Q. Yes, that was the full scope which had the figure in it
 7 which was fully authorised. We saw that earlier this
 8 morning.
 9 Can we look at page 4 {HAR00000397/4}, under
 10 "Qualifications", and this is, at item 5, a reference to
 11 Duoslab. It says:
 12 "Rockwool Duo-slab insulation to be used to ensure
 13 Eco Funding secured on the project."
 14 Were you aware that appendix A had actually
 15 contained Rockwool Duoslab to be used to ensure
 16 ECO funding from the outset?
 17 A. Well, yeah, we put that in there, so yeah. I mean, at
 18 this stage the design is still ongoing and the design is
 19 still to be developed, so, yeah, this is still -- this
 20 is setting out a baseline for their package, knowing
 21 that we're giving them the design, they've got to go
 22 forward and design it accordingly, so ...
 23 Q. Right.
 24 I think in terms of the chronology, this document
 25 comes in in July 2014, which was after the discussion

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1 about the inclusions, or around about that time.
 2 A. Yeah.
 3 Q. So is this where eventually the inclusions end up,
 4 formally in this document?
 5 A. That's correct, yeah, so it goes into the instruction.
 6 Q. Yes, I see.
 7 This remained, I think, a qualification in the LOI
 8 all along. Was there any discussion about removing it?
 9 A. No.
 10 Q. Do you know why that is?
 11 A. No.
 12 MR MILLETT: Okay.
 13 Can I then turn to a completely different topic,
 14 which is the subject of windows.
 15 Mr Chairman, I think I shall not finish this topic
 16 by lunch. I might. But we will see how we go.
 17 SIR MARTIN MOORE-BICK: See how you go.
 18 MR MILLETT: Yes.
 19 Can I ask you first to please turn to {ART00002466}.
 20 Now, this is an email, if we look at the bottom --
 21 sorry, page 2 {ART00002466}, please, of that. I think
 22 that's where the email run starts. It's an email at the
 23 bottom of the page of 18 June 2014, where Chweecheen Lim
 24 of Artelia writes to you, copied to Simon Lawrence and
 25 others at Artelia, subject: "Alternative Window

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1 Manufacturers":
 2 "Dear Zak,
 3 "Can you and Studio E please look at alternative
 4 window manufacturers for Grenfell Tower?
 5 "We believe that the saving could be quite
 6 substantial by changing the window manufacturer.
 7 "Please let us know?"
 8 You respond to that the same day, a little later in
 9 the morning:
 10 "Hi Chweechen,
 11 "Our tender bid is based on Metal Technology
 12 windows.
 13 "The sizes of the windows restrict the manufacturers
 14 we could use.
 15 "An area we could look at, which was previously
 16 identified by ourselves, is simplifying the arrangement
 17 of the windows. Simon will discuss this with Studio E
 18 and our Cladding contractor in due course."
 19 If we go to page 1 {ART00002466/1} we can see
 20 Ms Lim's response. She says:
 21 "Hi Zak,
 22 "Thanks for getting back to me.
 23 "As you are aware that we are still over budget and
 24 therefore any suggestions on savings are welcome!"
 25 Then the next email up, you say, "We will do our

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1 best!!" And she says, "Thanks Zak!"
 2 Is it fair to say that the budget was the driver
 3 here as well?
 4 A. Yeah.
 5 Q. That's because both Rydon and Artelia were looking for
 6 any possible route to drive the costs down on this
 7 project?
 8 A. Yeah, we were obviously clearly still over the client's
 9 budget so they wanted to see if there was anything else
 10 we could do.
 11 Q. Yes.
 12 Did you in fact investigate the simplification of
 13 the window arrangements as asked?
 14 A. Well, as I said, Simon was going to look at it with the
 15 designers and get back to them.
 16 Q. Right. Do you know what the upshot of that was?
 17 A. No. I mean, simplifying the arrangement could be just
 18 changing the openers or whatever, so I'm not sure.
 19 Q. Right.
 20 Sticking with a similar topic, or same topic really
 21 but at a different period, {RYD00038603}, please. This
 22 is now the spring of 2015.
 23 Now, this is an email from Ray Bailey of Harley to
 24 you, copied to Simon Lawrence, Mark Harris and
 25 Steve Blake and others, "Hi Zak". The subject is the

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1 "Internal trimming out".
 2 " Still haven't been able to track down the fitter
 3 who did the internals at Ferrier .
 4 "However, I have spoken to our estimator who
 5 prepared our quotation.
 6 "His e-mail of 3rd Feb 2014 to Kate Bachellier , gave
 7 a price of £329,125 for the supply and installation of
 8 10mm thick uPVC window-boards.
 9 "This price was calculated on rate based on the
 10 actual historic costs we incurred for this work at
 11 Ferrier Point.
 12 "Whilst this project may be a little simpler,
 13 I don't think we can meet your cost plan of £80,000.
 14 "We thank you for the invitation to look at this
 15 element of work, but fully understand that you must
 16 place this elsewhere."
 17 Now, if we look at your response to Mr Bailey of the
 18 same day at the top of page 1, you say to him:
 19 "Ray,
 20 "Thanks for looking in to this .
 21 "We will continue to source elsewhere."
 22 Now, if we then move on to a different email, or
 23 move back in time, go to {RYD00086654}. This is
 24 an email we've seen before this morning, Mr Maynard.
 25 It's Katie Bachellier's email of 11 March to Steve Blake

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1 where she is talking about cost savings. We looked at
 2 it. If you go -- yes, that's it, in the middle of the
 3 page, she says to him:
 4 "... the bill figure is incorrect resulting in our
 5 tender figure being £212k lower than it should be.
 6 I think we will recover this from Harleys by taking the
 7 timber window reveals out of their package ..."
 8 Do you remember that? We looked at that this
 9 morning.
 10 A. Yeah.
 11 Q. So we've got that in March 2014, and we've got the
 12 discussion with Mr Bailey of Harley in April of 2015.
 13 Between March 2014 and April 2015, do you remember
 14 whether Rydon at some point in that period decided to
 15 take out the timber window reveals and use uPVC instead
 16 of timber?
 17 A. I don't remember when, I imagine there were some design
 18 discussions over it, and I know the final decision was
 19 they were going to go uPVC.
 20 Q. Do you know who was involved in those discussions?
 21 A. Not specifically, no, but it would be production-led and
 22 design-led, so ...
 23 Q. Were you involved in coming to a final cost for that
 24 substitution?
 25 A. Yes.

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1 Q. You were. What was the saving, do you remember, even
2 roughly?

3 A. No.

4 MR MILLETT: If we could look at {RYD00029327}.

5 Actually, Mr Chairman, the document is not terribly
6 complicated but a little bit more complicated than will
7 last two and a half minutes until 1 o'clock.

8 SIR MARTIN MOORE-BICK: Would you rather stop at that point?

9 MR MILLETT: I think it is probably sensible to stop at that
10 point, otherwise we will certainly go beyond 1 o'clock.

11 SIR MARTIN MOORE-BICK: Well, let's stop there then.

12 MR MILLETT: Very good.

13 SIR MARTIN MOORE-BICK: Mr Maynard, we are going to have
14 a break now so that we can all get some lunch. We will
15 resume at 2 o'clock, please, and please remember not to
16 talk to anyone about your evidence or anything to do
17 with the refurbishment. All right?

18 THE WITNESS: Yes, of course.

19 SIR MARTIN MOORE-BICK: Thank you very much. Go with the
20 usher, please.

21 (Pause)

22 Good, thank you very much. 2 o'clock, please.

23 (1.00 pm)

24 (The short adjournment)

25 (2.00 pm)

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1 SIR MARTIN MOORE-BICK: Right, Mr Maynard, ready to go on?

2 THE WITNESS: Yeah.

3 SIR MARTIN MOORE-BICK: Good, thank you.

4 Yes, Mr Millett.

5 MR MILLETT: Thank you, Mr Chairman.

6 Mr Maynard, I was in the middle of asking you some
7 questions about savings on windows. I'm going to come
8 back to that topic in a few minutes, but can I go back
9 to something we were discussing this morning about the
10 savings on the cladding by way of a diversion, if you
11 like, off where we were.

12 We have looked at a number of numbers this morning,
13 and I just want to see if I can just identify one thing.

14 Can I ask you to go, please, to {RYD00094244}. Now,
15 this is the Rydon tender submission, which we looked at
16 this morning, but not I think in respect of the cladding
17 pricing.

18 Can I ask you to look at page 15 {RYD00094244/15},
19 and just bear in mind that this document is dated
20 13 February 2014.

21 Here on page 15 we can see the costing for
22 alternative design solutions.

23 A. Yeah.

24 Q. Under item 1, we can see that Rydon are tendering on the
25 basis of a saving, because it's in red, for cladding of

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1 £243,067.

2 Now, do you know how that figure was arrived at?

3 A. No.

4 Q. You don't.

5 Are you aware of any discussions which had been had
6 with Harley, by Rydon, prior to 13 February 2014 about
7 the savings to be made in respect of cladding?

8 A. No.

9 Q. No. All right.

10 Can we then look at {RYD00009312}. Now, this is
11 an email of 20 June 2014 from you to Jason Bethel, who
12 was one of your surveyors, we saw earlier. I think he
13 had attended one of the progress meetings.

14 A. Correct.

15 Q. We looked at that. You say to him -- well, subject:
16 "Grenfell Towers - Revised CSA again", and then there
17 are a couple of valuations and a tender report. Then
18 you say, "Cheers mate".

19 If I could look at the second paragraph, you say:
20 "Also, I did a Prelims build up on the attached CSA
21 that I sent across to Chweecheen with certain figures in
22 it. Could you add this in to yours and break it down.
23 The tender report attached has my workings on the Prelim
24 tab column AB and summarised in columns AI/AJ Row 30."
25 Now, I don't think we need the detail of that, but

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1 what I want to do is show you the attachment --

2 A. Yeah.

3 -- or one of the attachments which was attached. That's
4 the tender report that you attach. That is at
5 {RYD00009318}, please. Can we please have the native
6 version of that up.

7 (Pause)

8 Now, this is dated 3 June. It's an Excel
9 spreadsheet, as you can see, dated 3 June.

10 Just looking at it, is it familiar to you?

11 A. Yeah, that's the tender report form.

12 Q. Yes. Now, if the operator could click on the tab at the
13 very bottom of the page that says "VE" and open that up,
14 we can see here are the value engineering options. You
15 can see that under "Windows & Curtain Walling", cladding
16 is the second item down, "Aluminium in lieu of zinc",
17 tender value, and we can there see the £419,267 as
18 a saving, that's the 420,000-odd figure we saw in the
19 8 May email you were giving to Steve Blake for
20 information. That's the full amount of the Harley offer
21 on cassette for aluminium in lieu of zinc. Then the
22 saving offered, which is to the TMO, is there put in at
23 293,067.

24 Now, first of all, there is a difference between the
25 293,067 and the 293,368, a difference of £301 in the

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1 offer. Can you account for that discrepancy?
 2 A. No. It's probably just a calc error.
 3 Q. Can I ask the operator to click then on the cell of the
 4 293,067, and open that up, so we can see how it's built
 5 up. I think it needs to be updated.
 6 (Pause)
 7 If it could be clicked on again. There, that's it.
 8 Now, you can see there that the 293,067 is the sum
 9 of a saving of 243,067 plus £50,000. Does that ring
 10 a bell with you?
 11 A. No.
 12 Q. Do you know who decided that the 293 should be offered
 13 on the basis of the original 243 in the tender plus
 14 50,000?
 15 A. No.
 16 Q. On what we have seen -- and you can help us with this as
 17 the senior surveyor, or the managing surveyor at the
 18 time -- is it fair to summarise that what Rydon has done
 19 was to submit in the tender the sum of £243,067, hear
 20 from the TMO that more savings were needed, go to Harley
 21 and ask what further savings could be achieved, get
 22 a figure of 420,000-odd, and then decide that 50,000
 23 precisely should be passed up to the TMO with Rydon
 24 keeping the rest?
 25 A. It appears that way.

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1 Q. Yes. Thank you.
 2 Can I then go back to where I was when we broke for
 3 lunch, and I was in the middle of showing you an email,
 4 {RYD00029327}, and I would like the operator please to
 5 put up pages 2 {RYD00029327/2} and 3 {RYD00029327/3} of
 6 that email run together.
 7 This is an email chain between you, Simon O'Connor,
 8 Simon Lawrence and Adam Marriott, who I think was still
 9 the surveyor on this project at that point.
 10 A. Yeah.
 11 Q. At the bottom of page 3, we can see an email from
 12 Simon O'Connor on 23 January 2015 to you, subject:
 13 "window trims":
 14 "Zak,
 15 "Can you please let me know what we have in the
 16 budget for trimming the windows internally (per
 17 window)."
 18 Your response to Simon O'Connor is in the email
 19 above it and then over to page 2 on 26 January 2015, and
 20 you say there:
 21 "As discussed, SD Carpentry are currently
 22 subcontracted to carry out these works on a labour only
 23 basis.
 24 "We have a total material allowance of £29k for
 25 these works.

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1 "34 no. windows per floor x 20 no floors is 680
 2 windows.
 3 "This gives us an allowance of £42.50 per window
 4 "Assuming 1.25m x 1.25m windows gives you 51m per
 5 window.
 6 "Therefore, price per m to achieve is £8 per lm."
 7 Have I read that right?
 8 A. Yeah.
 9 Q. Then over the page:
 10 "I am off for lunch now as my brain hurts!!
 11 "You might want to double check the above quants as
 12 we have quickly put this together."
 13 Why was it necessary for you to do this calculation
 14 so quickly?
 15 A. Just because Simon wanted to know what was -- what we
 16 had allowed for, what was in the budget, and probably
 17 whatever stresses and strains I had in that day,
 18 I probably needed to give him the answer quickly so
 19 I could move on with my other pieces of work. I can
 20 only imagine it was something to do with that.
 21 Q. Did Simon O'Connor or you double-check the quantities
 22 that you had referred to?
 23 A. He may have done.
 24 Q. Did you?
 25 A. Probably wouldn't necessarily need to. You would order

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1 what you needed to. So what was just a brief summary of
 2 how I got to that, but you would order what you need
 3 once you're on site, so it was just a guide.
 4 Q. Were they ever double-checked?
 5 A. Well, it would have been when an order was placed and we
 6 had to order materials.
 7 Q. Yes.
 8 Looking at the response from Simon Lawrence,
 9 28 January. To you and Simon O'Connor, he says:
 10 "Zak/Adam,
 11 "I've just been up to the show flat to look at the
 12 window sample, which looks good. As you know we are
 13 using the cheaper UPVC trim rather than prefinished
 14 timber board or painted mdf. I'm pretty sure that
 15 whatever we use will blow the budget in material cost,
 16 probably need to double the material budget!"
 17 What did you understand Mr Lawrence to mean by
 18 "probably need to double the material budget"?
 19 A. Obviously he's looking at our allowance we've got there,
 20 where we said we've got 29,000 for the materials, and
 21 he's saying probably going to need to be more than that.
 22 That's what he's saying.
 23 Q. Right. Does it mean that the Rydon budget for the
 24 window trims was half what it should have been?
 25 A. He's suggesting it's lower than what it needs to be,

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1 yeah.
 2 Q. Then if we look at the rest of the email chain, you say,
 3 top of page 2, to him and Simon Lawrence.
 4 "So we have put something in more expensive than £8
 5 per ..."
 6 Is that per metre?
 7 A. Correct.
 8 Q. Question mark, that's a question to him, and on page 1
 9 {RYD00029327/1} Mr Lawrence responds to your question.
 10 He says:
 11 "Yep. We come up with a few ideas of how to reduce
 12 overall material usage but I don't think we will be
 13 making it any cheaper or near £8lm."
 14 Your reply:
 15 "But we found pre-finished board at this rate!?"
 16 Simon Lawrence to you:
 17 "Fair play. When can you get some to site?"
 18 Then you say at the top of page 1:
 19 "Whats your point!?"
 20 "You found the pre-finished board on the internet
 21 that formed the basis of our costs?"
 22 Just looking at that exchange there on that day, is
 23 it fair to say that you didn't understand what materials
 24 were being used on this project or how much they cost,
 25 in this respect at least?

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1 A. No, what I'm asking is: Simon found some costs and
 2 formed a budget, which is what the original budget was
 3 made up from, and then we've said, "Okay, so why are you
 4 now saying that it's going to be going over budget when
 5 you formulated the original costs or you gave us the
 6 original indication of costs", and that's what I'm
 7 querying, "But I thought you said you had found
 8 a pre-finished board at the rate below based on our
 9 budget", and then I think sarcastically he has come back
 10 and said, "Fair play. When can you get some to site?"
 11 And that's when I've said, "What point are you trying to
 12 make? You found some pre-finished board on the internet
 13 that formed the basis of our cost."
 14 So it was just a dialogue over why the budget was so
 15 far out.
 16 Q. And what was the answer?
 17 A. Well, clearly that what he intended to use and the rate
 18 that he got before wasn't right.
 19 Q. Why is that?
 20 A. I don't know.
 21 Q. Okay.
 22 I would like to ask you some questions about the use
 23 of Kingspan around the windows, if I may.
 24 Now, can we turn, please, to {RYD00040686}, first of
 25 all. This is an email from Mark Dixon of 6 May 2015 to

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1 Adam Marriott, copied to Simon Lawrence and
 2 Simon O'Connor, but not I think to you. The subject is
 3 "price for window surrounds".
 4 Just looking at it, do you recall this email or
 5 discussions about the subject at this time, May 2015?
 6 A. I don't recall this particular email but I do recall
 7 discussions at the time.
 8 Q. Right.
 9 Let's have a look at the email. You can see that he
 10 attaches to it something called "SDP front sheet quote
 11 ... 6-5-15". Let's look at that, it's at {RYD00088957}.
 12 The title is "Grenfell window surrounds".
 13 Do you recall seeing this quotation?
 14 A. No.
 15 Q. Well, let's see how we go.
 16 A. Yeah.
 17 Q. If you look at the leftmost column A, under "Description
 18 of item", it says, you can see in the second line down
 19 next to point 5:
 20 "Place Celotex insulation to reveals and base of
 21 window."
 22 Do you remember seeing a document under which
 23 SD Plastering were asked to place Celotex insulations to
 24 reveals and the base of the window?
 25 A. No. I know there was discussions on site when they were

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1 up looking at how to finish around the windows.
 2 Q. Right.
 3 A. So there was, yeah, discussions on site between the
 4 subcontractors and the project team.
 5 Q. Do you recall approving this description of this item?
 6 A. I don't recall approving, no.
 7 Q. Right. The reason I'm asking you, Mr Maynard, is that
 8 we asked Simon Lawrence about this document and this
 9 quotation, and he told us that within Rydon it would
 10 have been read and approved by the quantity surveyors.
 11 For our reference, that's {Day25/37:21}.
 12 A. Yeah.
 13 Q. That was the team I think you were leading by this stage
 14 as commercial manager, wasn't it?
 15 A. Yes.
 16 Q. Yes. So my question really is: given that it would have
 17 been read and approved by the quantity surveyors, as he
 18 says, can you explain why this document isn't familiar
 19 to you?
 20 A. It wouldn't always go through me, as it -- something
 21 like this would sometimes be dealt with by the project
 22 surveyor himself.
 23 Q. Right. Who was that? Was that Adam Marriott?
 24 A. This time Adam was copied in on this email, so ...
 25 Q. Does that mean he would have seen something and not

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1 reported it to you?
 2 A. Generally it would be reported if it was a big cost
 3 difference or there was something that was going to
 4 affect the budget that I would need to pass up the line
 5 to Steve to flag that, you know, there's a potential
 6 issue here, we need to look at it. But, you know,
 7 day-to-day stuff, the project surveyors would get on and
 8 do what they need to do.
 9 Q. Right.
 10 I mean, just on the face of it, this is quite a big
 11 quotation, isn't it, because it's showing a cost per
 12 floor of just under 121,000-odd per floor as a total
 13 contract value, isn't it?
 14 A. 120,000, yeah.
 15 Q. Per floor.
 16 A. No.
 17 Q. Well, all right. Still, even if it's not per floor but
 18 a total, it's still a substantial sum of money, and my
 19 question really is why it is that you didn't get to see
 20 this document, given that it was within the domain of
 21 the surveying team?
 22 A. I wouldn't get to see everything. I would see
 23 high-level costs, if it was an issue. I wouldn't
 24 necessarily see all the detail. 120,000, it seems like
 25 a lot of money, but in the scheme of it, it's

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1 an £8 million project.
 2 Q. Right.
 3 Just help me, then. If you didn't get to see it as
 4 the person in charge of the quantity surveyors' team,
 5 what processes did Rydon have in place for approving
 6 quotations of this nature?
 7 A. Generally the job surveyor and the contracts manager and
 8 the project manager would be quite within their rights
 9 to approve it and proceed. I mean, it would only become
 10 an issue if it was over the budget or it was --
 11 you know, if there was a particular issue that was
 12 raised on it, would then it get discussed wider than
 13 that.
 14 Q. I see.
 15 A. So it was dependent on the issue that -- with the cost,
 16 really.
 17 Q. Right.
 18 A. If there was no issue, it wouldn't need to be discussed
 19 any further than the project team.
 20 Q. I see. To be fair to you, this is sent to
 21 Simon Lawrence and Simon O'Connor, so they do get to see
 22 it. My question is really why, of the surveying team,
 23 only Adam Marriott gets to see it and not you, as the
 24 person in charge of him.
 25 A. Unless he -- if he felt he needed to go through it with

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1 me, then we would have done, but if not, he would have
 2 dealt with it accordingly.
 3 Q. I see.
 4 Mr Lawrence also said that he would expect the
 5 quantity surveyors to make sense of this quotation and
 6 then report back as required, and that was {Day25/37:5}.
 7 Is that the way you understood it?
 8 A. We would make sense of it from a numbers point of view,
 9 so we can report the numbers, but the content within it
 10 and the technical side of things we would rely on input
 11 from a contracts manager and a project manager to make
 12 sure it's what they want --
 13 Q. Right.
 14 A. -- to be installed.
 15 Q. I see. So it would be their responsibility to
 16 understand and make a decision about whether Celotex
 17 insulation should be placed to the reveals and the base
 18 of the window?
 19 A. Yeah, it's a team responsibility, but that's
 20 a production decision, they're --
 21 Q. Yes, I follow.
 22 You can see from this section in this document that
 23 Mr Dixon is specifying that Celotex would be used. Did
 24 you, or, rather, did anybody in your team -- I think we
 25 know about you -- take any steps to check whether the

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1 materials specified in quotations such as this were
 2 compliant with the specification for the project, the
 3 NBS specification?
 4 A. I can't answer that.
 5 Q. Did you yourself take any steps to find out exactly what
 6 the Celotex product was?
 7 A. No.
 8 Q. No?
 9 A. No.
 10 Q. No.
 11 Do you know whether there was a system in place
 12 whereby Adam Marriott, who was the surveyor on this who
 13 received this and who was answerable to you, took steps
 14 to check this specification against the
 15 NBS specification?
 16 A. No. He would rely on input from the site team on items
 17 such as that.
 18 Q. Right.
 19 Can you account for why this quotation was not
 20 compliant with the NBS specification?
 21 A. No.
 22 Q. Can I ask you to look at {SEA00000169}, which is the NBS
 23 specification, just pursuing this point a bit further,
 24 and go to page 243 {SEA00000169/243}, please.
 25 Just while we're on page -- well, we have shot past

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1 it . During the course of your work on the
 2 Grenfell Tower project, did you ever look at the
 3 NBS specification yourself?
 4 A. Yeah, yes.
 5 Q. So you are familiar with it?
 6 A. Yes.
 7 Q. Right.
 8 Looking at page 243, then, you can see under
 9 item 235, "Compressible insulation in gaps":
 10 "Manufacturer: Rockwool Limited ..."
 11 And then the product is flexible slabs, that's the
 12 reference, and then:
 13 "Material: Mineral wool to BS EN 13162."
 14 Do you remember noting or seeing that in the
 15 NBS specification compressible insulation in gaps was
 16 required and that the material was to be Rockwool?
 17 A. I don't remember noting that, no. We would rely on our
 18 subcontractors to pick that up.
 19 Q. Right. That would depend on whether or not the
 20 subcontractors were provided with the NBS specification,
 21 wouldn't it?
 22 A. Correct.
 23 Q. Do you know whether or not Mark Dixon was provided with
 24 the NBS specification in order to be able to formulate
 25 his quotation?

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1 A. I couldn't say that for certain, no.
 2 Q. Who was responsible, do you remember, for providing
 3 Mark Dixon with the NBS specification?
 4 A. It would be the site team, as well as the surveyor, so
 5 it would be the project team.
 6 Q. I mean, do you accept that where Mr Dixon has referred
 7 to Celotex as to be used in these locations, that wasn't
 8 compliant with the specification?
 9 A. He has made reference to Celotex, so it would appear
 10 that way. But that's a quotation. It could still be
 11 picked up before he actually does any installation.
 12 Q. Was anyone on your team qualified to take a view as to
 13 the compliance of the products that would appear in
 14 quotations such as this from Mr Dixon?
 15 A. No.
 16 Q. Now, we asked Gary Martin about the materials to be used
 17 around the windows, and he told the Inquiry on
 18 {Day30/72:18} that if he had ever asked anybody about
 19 whether a material was supposed to be used or not, it
 20 would have been you.
 21 Was it your understanding that you were the first
 22 port of call if a site manager such as Gary Martin
 23 needed to know what materials to use?
 24 A. No.
 25 Q. What was your understanding about who Mr Martin should

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1 have been speaking to about those matters?
 2 A. He should be speaking to his contracts manager or his
 3 designer.
 4 Q. Designer being?
 5 A. Well, in this case Studio E were appointed by us as our
 6 architectural designer, he would have discussions with
 7 them. Obviously it's just as much responsibility for
 8 a site manager to understand what's in his NBS spec so
 9 he knows what's being installed or what should be
 10 installed before it actually gets installed. I mean,
 11 that's the backstop. He should be aware of what's going
 12 into his building. It wouldn't be down to a surveyor to
 13 rule that. They don't have the technical knowledge to
 14 do that.
 15 Q. Right. So you say Mr Martin was mistaken in his
 16 evidence about that, do you?
 17 A. Yeah.
 18 Q. Okay.
 19 Let's turn to a different topic, I think probably
 20 the final or at least nearly final topic, which is about
 21 responsiveness.
 22 Can I ask you, please, to be shown {RYD00089082}.
 23 This is an email from Neil Reed at Artelia to
 24 Simon Lawrence on 22 May 2015, copied to Claire Williams
 25 and people at Artelia, "Grenfell - Complaint".

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1 You are not copied in on this, so I'm not going to
 2 assume that you saw it at the time. But:
 3 "Following the progress meeting on Tuesday 19th May
 4 I set out below our frustrations with regard to Rydon's
 5 current performance on this project, with specific
 6 reference to cost/commercial matters.
 7 "The issues are:
 8 "1. The apparent lack of QS input on the project -
 9 we were told some time ago that your QS would be site
 10 based and provide 3 days a week but this has not
 11 materialised.
 12 "2. Lack of response to queries or enquiries around
 13 new/additional work - we have been promised quotes/cost
 14 advice in connection with changes but these are not
 15 forthcoming and delaying the clients ability to issue
 16 instructions.
 17 "3. Progress Meetings and Valuations - our QS
 18 attended the progress meeting on Tuesday but no Rydon QS
 19 was in attendance Re discussion and verification of
 20 Rydon's next valuation."
 21 Now, is it fair to say that all of these three
 22 issues or each of these three issues were within your
 23 remit at the time?
 24 A. No. The project surveyor was obviously left to his own
 25 devices at that time. It started to become apparent

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1 that perhaps he wasn't performing as well as he should
 2 do, so we looked to try and resolve that. We had
 3 limited resource at the time. We weren't blessed with
 4 20 surveyors in our team. We had a small team, with
 5 some of them being assistant surveyors, which needed
 6 assistance and help, and you would occasionally get
 7 issues like this where perhaps they were falling behind,
 8 and we obviously had to try and deal with that as best
 9 we could. And, yeah, Adam was, I felt, doing his best,
 10 perhaps he was struggling a little bit but we prefer to
 11 try and help someone through and manage the process with
 12 them rather than, you know, criticise or, you know ...
 13 Q. So the project surveyor you're referring to in that
 14 answer was Adam Marriott, was it?
 15 A. That was Adam at the time, and I believe -- I believe
 16 not long after this, I believe he left our employment --
 17 Q. Right. But Adam Marriott was answerable to you as his
 18 boss?
 19 A. Correct, yeah.
 20 Q. So in fact it's right, isn't it, that actually all three
 21 of these did fall within your ultimate responsibility?
 22 A. Yeah, ultimately, yeah.
 23 Q. Yes. Were these concerns justified, do you think?
 24 A. Erm --
 25 Q. Well, let me ask it in a different way, first of all.

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1 Were these concerns brought to your attention at the
 2 time?
 3 A. We had had discussions --
 4 Q. Right.
 5 A. -- about his performance, but sometimes there's
 6 personality clashes that cause those points.
 7 Q. I understand that.
 8 Let me then ask the question: were these concerns
 9 justified at the time, do you think?
 10 A. They became apparent that they were justified, yeah.
 11 Q. Now, we can see that Mr Lawrence then passed this email
 12 on to you.
 13 A. Yeah.
 14 Q. "Gents", you can see that at the top of the page, the
 15 same day.
 16 What steps did you take at this time to remedy the
 17 problems that Mr Reed was complaining about?
 18 A. So obviously myself and Steve obviously then had to have
 19 a chat. Obviously Steve was who I reported to, and if
 20 it was to do with additional resource that we needed,
 21 I would have to have a chat with Steve, see if we can
 22 get additional resource in. If not, we had to manage it
 23 around the team, try and get other people involved to
 24 assist. I might have to assist myself and drop down to
 25 help. So we had some discussions internally like that

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1 and we looked to try and resolve it over the course of
 2 time. You can't just sort it out within a day,
 3 everyone's got their own day job that they're doing.
 4 So, yeah, at the time we just had to try and manage it.
 5 We obviously had to sit down with Adam, see what his
 6 workload is, see what his issues were and see if we
 7 could spread it around the team to try and get it
 8 sorted.
 9 Q. So in a nutshell, are you saying that actually you
 10 sorted it out by spreading the workload wider because
 11 these concerns had been generated because Adam Marriott
 12 was overstretched?
 13 A. I wouldn't say he was overstretched, he just might have
 14 been struggling with the work content itself.
 15 Q. Why is that?
 16 A. I don't believe he had another scheme on at this time.
 17 I might be wrong, but I don't believe he had another
 18 scheme on at this time. Perhaps he had other
 19 frustrations. Like I said, I think not long after this
 20 he left. So, you know, there's many reasons why someone
 21 might be falling behind or having issues at work.
 22 Q. Right.
 23 A. So ...
 24 Q. You say that you wouldn't say he was overstretched, but
 25 might be struggling with the work contents itself. Why

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1 would that be?
 2 A. Well, I don't know.
 3 Q. Did you get to the bottom of it?
 4 A. Not really. He was quite a competent guy, so what he
 5 did was normally of good quality, but potentially maybe
 6 not quick enough, and I think that was causing or began
 7 to cause Simon some frustrations and clearly the client
 8 there, that there was lots of outstanding issued that
 9 had started to build up, so ...
 10 Q. Right. The first complaint is that the QS wasn't
 11 providing three days a week of site presence.
 12 A. Yeah.
 13 Q. That's not to do with struggling with the work content.
 14 A. No.
 15 Q. Can you explain why he wasn't on site three days a week
 16 as promised?
 17 A. Well, one, I'm not sure who made that promise. It
 18 certainly wasn't me. Our surveyors weren't generally
 19 site-based, they were generally office-based. So
 20 clearly they had been told that there was going to be
 21 someone on site, and it's -- you know, sometimes it's
 22 not as productive for someone to work on site, they can
 23 sometimes get more done when they're in the office. So
 24 it was a discussion, obviously with Steve, Simon and
 25 myself, of: well, where is he actually best suited?

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1 Just plonking someone on site doesn't mean they're going
2 to get the work content done.
3 So, again, I don't see that as a -- whether someone
4 is on site three days a week, two days a week, is not
5 necessarily a big issue; the big issue is: are they
6 getting their work done to meet the project needs?
7 Q. Did you ask Adam Marriott, "Why aren't you on the site
8 three days a week as indicated?"
9 A. Probably I didn't feel that he probably needed to be
10 on site myself. I mean, he -- it's a long journey to
11 get up there from where he was based. We were closer --
12 our office was closer to his home. You know, it's
13 not -- he hadn't signed up to go going up there for
14 three days a week, so it would have caused him a stress.
15 So we needed to get the balance right for the team and
16 the individual.
17 Q. In summary, how did you resolve this problem?
18 A. Well, I think we did our best. We had a sit-down.
19 I think I took some of the workload, I think some of the
20 other team members took some of the workload. We looked
21 at what orders he still had to place and we sort of
22 tried to manage it that way to assist him, and help him
23 in that way. That's the way we felt was best to help
24 him at the time.
25 Q. Was that a satisfactory outcome?

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1 A. It started things moving. Like I say, it took me away
2 from perhaps my day job of overlooking all our jobs. It
3 then took me away to maybe focusing a bit more on some
4 of this work, which again is not really what I should
5 have been doing, but needs must for certain projects.
6 So I think it helped eventually, but obviously it's
7 a slow progress, it's not going to happen instantly, so
8 it probably took a month or so. I think in that time,
9 like I say, Adam left and then we had to bring another
10 surveyor who was just becoming free into this project to
11 try and finish it off who was more senior.
12 Q. Let's look at a different document, {RYD00044349}, and
13 can we please have pages 1 and 2 {RYD00044349/2} up
14 together. I would like to start by looking at the
15 middle of page 2, which is an email from Simon Lawrence
16 to James Clifton and you.
17 Was James Clifton another of your surveyors?
18 A. He was, yeah.
19 Q. Yes. This is 22 June 2015:
20 "James/Zak,
21 "Please find attached Andy Hannibuss's invoice for
22 Stuart Hannibuss management service at Grenfell. Simon
23 O'Connor can confirm hours, etc.
24 "Andy - Adam Marriott has now left so can you make
25 sure James Clifton is copied into all future

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1 correspondence around invoices please."
2 So just pausing there, it looks as if Adam Marriott
3 had gone by 22 June 2015.
4 A. Yeah.
5 Q. That's not long after --
6 A. No.
7 Q. -- the lack of responsiveness email we looked at
8 earlier; in fact, it's exactly a month.
9 A. Yeah.
10 Q. Can you help with that? I mean, it looks as if the
11 response to the difficulties was that Adam Marriott
12 left.
13 A. He left. He handed in his notice obviously and left.
14 We didn't sack him or anything --
15 Q. No, all right.
16 A. -- he left by his own --
17 Q. Okay, and then James Clifton came in?
18 A. Correct.
19 Q. Did you brief James Clifton in relation to all the
20 matters of which Neil Reed had complained the previous
21 month?
22 A. He was aware. We're a small team, so we discussed the
23 issues and James was aware of what he was walking into.
24 Q. Right.
25 Why did Adam Marriott leave? Did that come out of

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1 the blue?
2 A. It did to me.
3 Q. Was it a response to being -- I won't say taken to task,
4 but being confronted with the complaints?
5 A. I don't think so, no. I think he felt he could further
6 his career elsewhere, and that's certainly the
7 explanation that he gave to me. That was his reasons to
8 move on.
9 Q. Right.
10 A. He had visions.
11 Q. Now, your response to this email comes the same day, if
12 we look at the bottom of page 1, over to the top of
13 page 2:
14 "Steve
15 "Hannibus(sic) rate now reduced.
16 "However, still on site !!
17 "Cheers
18 "Zak ..."
19 And that email, as I say, was a response to
20 Steve Blake.
21 Why was that sent to Steve Blake?
22 A. Because, at the end of the day, he would make overall
23 decisions on managers who were on site, he was in charge
24 of allocating resource, and it was an issue that was
25 potentially going to cause us an overexpenditure on the

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1 prelim side of things, so I just wanted to make sure he
 2 was aware that there was someone still on site .
 3 Q. Yes. Was it your view that Mr Hannibuss should not have
 4 been on site at that point?
 5 A. The idea was I think he was going to be on site for
 6 a certain duration, which is what we had budgeted for,
 7 and clearly he was now continuing to be on site longer.
 8 There may have been justifiable reasons for that, which
 9 obviously he still had work to do, but also we didn't
 10 want it that he was just sat on site for no other reason
 11 when he could be going to another site and being more
 12 productive. So I advised Steve that was the case, to --
 13 yeah, to make him aware.
 14 Q. Yes. Look at the bottom of page 1. Mr Blake writes to
 15 Mr Lawrence, it seems, not you:
 16 "The gift of timing.
 17 "This is burning a hole in our pockets.
 18 "Can we reduce this to once a month?
 19 "Catch up."
 20 Now, the "Catch up" meant "Let's catch up" as
 21 opposed to "You must catch up", I think we established
 22 that, but was it your view that Mr Hannibuss was
 23 "burning a hole in our pockets", as Mr Blake was telling
 24 Mr Lawrence?
 25 A. Yeah, yeah, he was -- yeah. It was monies -- it was

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1 costs on a site that potentially wasn't needed, so ...
 2 Q. If we look at the top of the page, we can see
 3 Simon Lawrence's reply. This is to Steve Blake, and you
 4 don't I think see this at the time. He says:
 5 "Not that I disagree with the fact Stuart is costing
 6 us money so probably over budget. However is
 7 disappoints me that Zak has sent this to you without
 8 talking to me. If I had actually seen any budget for
 9 Grenfell in the last 8 months at least, then we may have
 10 been able to manage this differently."
 11 Can you explain why Mr Lawrence felt that he hadn't,
 12 as he told us, seen any budget for Grenfell in the last
 13 eight months?
 14 A. Yeah, again, I think as another thing with Adam, perhaps
 15 he hadn't been going through things as, you know,
 16 diligently as he could be with Simon, but it works both
 17 ways. So, yeah, as a contracts manager, you know, he --
 18 Q. Forgive me, Mr Maynard, but saying that he hadn't been
 19 going through things as diligently as he could with
 20 Simon is something of an understatement, isn't it? Did
 21 you know that your contracts manager had not seen any
 22 budget for this project in the eight months prior to
 23 June 2015?
 24 A. We had discussed budgets. We had -- we do high-level
 25 forecasting every month, so we're aware of where the job

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1 was going. We had monthly progress reports where we
 2 would highlight where we believed -- how each job was
 3 performing. So, you know, Steve was happy with the
 4 information he was currently getting, so, yeah, we were
 5 managing it accordingly.
 6 Q. Well, would it be normal operating procedure at Rydon on
 7 a project such as Grenfell for the contracts manager not
 8 to be shown a budget for a period of eight months?
 9 A. No.
 10 Q. So why on Grenfell?
 11 A. Again, no particular reason.
 12 Q. Well, there must be a reason.
 13 A. Well, just obviously Adam was struggling again and he
 14 hadn't produced the detailed budget, but we knew -- we
 15 had our budgets, we knew where we were going, so, yeah,
 16 although maybe he hadn't gone through it with Simon, or
 17 Simon felt that he hadn't seen one, sometimes that could
 18 be a throwaway comment that -- just to, you know, dig
 19 someone out potentially, but --
 20 Q. Did Steve Blake or anybody else come to you and ask you
 21 why --
 22 A. No.
 23 Q. -- Simon Lawrence, as the contracts manager, had not
 24 seen a budget for Grenfell?
 25 A. No.

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1 Q. No?
 2 A. No, because, like I say, we were discussing high-level
 3 cost reporting as we went. Steve was aware of where we
 4 were, so he was happy.
 5 Q. Right.
 6 He then goes on to say:
 7 "At the moment we have a poorly performing site
 8 which is mainly (but not totally) caused by poor
 9 surveying and cheap incompetent sub contractors."
 10 Do you agree that the performance of the site was
 11 suffering as a result of poor surveying?
 12 A. I think there was a mixture of many things. That was
 13 probably one of them.
 14 Q. Well, it was one of them identified by Mr Lawrence and
 15 I'm asking you whether you agree.
 16 A. I think it was one of the reasons, yeah.
 17 Q. How do you account for that? How do you account for the
 18 fact that there was poor surveying on this job?
 19 A. Well, like we said, we've just seen the email that the
 20 client raised, obviously they had issues, and I think
 21 that's what Simon's reacted off the back of. You know,
 22 we had had chats before, but it was never raised as
 23 being that serious. It was things we could manage
 24 within the team. And obviously off the back of this,
 25 I think that some frustrations have come out within this

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1 email that perhaps might be slightly magnified to the
 2 true problems, but it's -- clearly there was some
 3 underlying frustrations from Simon.
 4 Q. Do you agree with Mr Lawrence that the subcontractors
 5 were cheap and incompetent?
 6 A. I ... I don't believe so, no, I don't think they were
 7 cheap and incompetent, I think that's a bit harsh. We
 8 had a varied range of subcontractors; some were very
 9 good, some were okay and some obviously didn't perform
 10 as well. I mean, that's a very sweeping statement
 11 across a supply chain that we use. So we had some very
 12 good ones. So, you know ...
 13 Q. Do you know who didn't perform well? You have just said
 14 in your answer some were okay and some obviously didn't
 15 perform as well.
 16 A. Yeah.
 17 Q. Can you give us some names who you think didn't perform
 18 as well as they should have done?
 19 A. On this particular site?
 20 Q. Yes.
 21 A. Don't know. We had ...
 22 (Pause)
 23 No one springs to mind.
 24 (Pause)
 25 I think we had a -- no, no one springs to mind.

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1 I think we had a demolition contractor at the start who
 2 took longer than expected, which caused some
 3 frustration, but other than that, no one -- no one
 4 springs to mind on this particular project that they
 5 were particularly poor, from my memory.
 6 Q. In general, did you ever have concerns that the pressure
 7 on Rydon's budget involved a risk that the work done by
 8 its subcontractors would be substandard?
 9 A. No, I think it's down to our project team to make sure
 10 it's not substandard. I mean, they're there to manage
 11 that process, so if they don't -- if they're not happy
 12 with it, then in theory they should be -- the
 13 subcontractor should be doing it again.
 14 Q. By project team, you mean Simon Lawrence,
 15 Simon O'Connor --
 16 A. Whoever's on site checking the works, yeah.
 17 Q. Whoever is on site checking the works.
 18 A. There was a large site team on Grenfell.
 19 MR MILLETT: Mr Maynard, thank you very much. I have come
 20 to the end of my questions that I had prepared to ask
 21 you at this point. There may be others, looking back at
 22 my notes, which I may have to ask.
 23 Mr Chairman, I have come to a natural end.
 24 SIR MARTIN MOORE-BICK: Yes. How long do you think you
 25 would like to sweep up anything that might need to be

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1 swept up?
 2 MR MILLETT: At the moment, let's say 15 minutes, but I want
 3 to make sure that others who are not in this room have
 4 an opportunity to consider the evidence and ask proper
 5 follow-up questions.
 6 SIR MARTIN MOORE-BICK: Yes. I think what I'll say, then,
 7 is that we'll take a break now, Mr Maynard, because
 8 counsel has to have time just to check that he has
 9 covered all the ground that needs to be covered.
 10 THE WITNESS: Yes.
 11 SIR MARTIN MOORE-BICK: We will come back at 3 o'clock.
 12 Would that be all right?
 13 MR MILLETT: That should be fine. If we need more, we can
 14 let you know.
 15 SIR MARTIN MOORE-BICK: You can let me know.
 16 So we will break now until 3 o'clock. If you would
 17 like to go with the usher, she will look after you.
 18 Since you are still giving evidence, please don't talk
 19 to anyone about your evidence --
 20 THE WITNESS: Yes, no problem.
 21 SIR MARTIN MOORE-BICK: -- or anything else, all right?
 22 THE WITNESS: Yes, no problem.
 23 SIR MARTIN MOORE-BICK: Thank you very much.
 24 (Pause)
 25 Good. 3 o'clock, then, please. Thank you.

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1 (2.45 pm)
 2 (A short break)
 3 (3.00 pm)
 4 SIR MARTIN MOORE-BICK: Right. Mr Millett, do you have some
 5 more questions?
 6 MR MILLETT: I have a few, Mr Chairman, not very many.
 7 SIR MARTIN MOORE-BICK: A few more questions, then.
 8 MR MILLETT: Mr Maynard, can I ask you to go to your witness
 9 statement, please, and look at paragraph 6
 10 {RYD00094346}. There you say -- and we discussed
 11 a little bit of this this morning -- that you:
 12 "... considered the contract with the contracts
 13 manager and looked at the sub-contractor packages
 14 included; we then allocated the packages with the
 15 assistance of the surveyor who had considered the
 16 contractors register."
 17 My question is: as part of the exercise you did in
 18 that respect, did you ensure that each subcontractor
 19 received that part of the NBS specification which was
 20 relevant to the work package that subcontractor was
 21 being asked to undertake?
 22 A. Yeah, for the packages that I was dealing with myself,
 23 yes.
 24 Q. Right. And which were the packages you were dealing
 25 with yourself?

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1 A. Well, obviously you can see I dealt with or I was
 2 involved in the Harley package, and they had received
 3 the NBS.
 4 Q. They did, did they?
 5 A. Yes.
 6 Q. You're sure about that?
 7 A. Yes.
 8 Q. Okay. Which other ones?
 9 A. Probably JS Wright. And don't forget most of these
 10 would have received it as part of the estimating package
 11 as well. They're the main packages that I dealt with.
 12 Q. Right.
 13 A. There was a demolition at the start.
 14 (Pause)
 15 They're the main packages that I can remember having
 16 an involvement with the actual letting, procurement.
 17 Q. Right. What about the work package that went to
 18 interior of windows, SD Plastering?
 19 A. I couldn't guarantee they definitely got sent, I wasn't
 20 involved in the sending out of that information.
 21 Q. Right.
 22 Were you ultimately responsible for ensuring within
 23 Rydon that the right subcontractor received the right
 24 part of the NBS specification in relation to the
 25 relevant work package?

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1 A. No, the subcontractor -- sorry, the surveyors would deal
 2 with that themselves, and obviously the sign-off of any
 3 packages was done with the contracts manager as well.
 4 Q. Right.
 5 A. And then generally they would have a pre-start meeting
 6 on site, where they would go through that as well, to
 7 make sure they had the information.
 8 Q. I see, okay.
 9 The second question: did you ever consider yourself
 10 a designer within the meaning of the CDM Regulations
 11 2007?
 12 A. No.
 13 Q. Next question: do you remember whether the original
 14 tender, to the extent that you were involved in it or
 15 saw it, made any allowance for the costs or fees of
 16 a fire safety engineer?
 17 A. I don't remember seeing there was an allowance for that.
 18 Q. Was there ever any discussion after the tender had been
 19 won by Rydon of making any allowance in the budget for
 20 a fire safety engineer?
 21 A. I can't remember, to be honest.
 22 Q. Did Simon Lawrence ever come to you and say, "Can we
 23 cost having a fire safety engineer for this project?"
 24 A. Generally I wouldn't be involved with costing that
 25 anyway. When it's to do with fees and stuff, the

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1 contracts manager would probably look to a designer or
 2 a consultant, discuss it themselves and get a cost for
 3 it and put it forward for discussion and sign-off.
 4 Q. So I think the answer to my question is: no, not to your
 5 knowledge?
 6 A. No.
 7 Q. Finally, I have a number of questions about windows.
 8 Can I ask you to be shown {RYD00038276}, please. Now,
 9 this is an email from Everglaze Insulations to you and
 10 Adam Marriott of 8 April 2015:
 11 "Adam
 12 "We have carried out a full survey and material cost
 13 for the project and we cannot agree the prices below.
 14 "We have on materials alone a total price of
 15 £63,284.76."
 16 And then you can see that there is labour of 72,000,
 17 overheads of 13,000, with a total of 148,000-odd net.
 18 "This really is the best we can do, we have worked
 19 for Rydon on many occasions and have always had a good
 20 relationship and wish to continue with this, but we are
 21 just not in a position to lower the costs as there is no
 22 manufacturing involved just materials and labour. The
 23 installers are working at £150 gross per day each man
 24 and if you take into account travelling expenses and tax
 25 they are not prepared to work for a lower amount."

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1 Then if you go up to the next email, you go back to
 2 Everglaze -- this is Kathy at Everglaze, Kathy Vano,
 3 I think it is -- and you say:
 4 "Kathy
 5 "This would represent a huge loss to ourselves so we
 6 would need to look elsewhere for this work.
 7 "Thanks
 8 "Zak."
 9 How had this situation arisen?
 10 A. Obviously we had a sum of money allocated in our tender
 11 for these works, and we then had -- which I think our
 12 estimators priced themselves, which is why on the
 13 previous email we listed out how our budget was built
 14 up, because I think that's how the estimator had built
 15 up to get to the costs that they had allowed in our bid,
 16 and now we were going out to try and get subcontract
 17 costs that fall into line with that like we do with
 18 every package.
 19 Q. Did this put further pressure on you or Rydon generally
 20 to find savings?
 21 A. Not to find savings, but just to find -- well, I guess
 22 to find savings in this particular package, as in to try
 23 and find someone who could do it for the cost that we
 24 felt we could do it for.
 25 Q. Right.

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1 Given the number that was being asked for by
 2 Kathy Vano here, and given that that would create, as
 3 you say, a huge loss --
 4 A. Yeah.
 5 Q. -- and you need to go elsewhere, away from somebody who
 6 had provided this work to Rydon on many occasions, as
 7 she had said, were you not then taking a risk, in going
 8 elsewhere for less money, put pressure on the quality of
 9 the work that you might get from this new subcontractor?
 10 A. No. For a start, Everglaze did window works for us, as
 11 opposed to the surrounds, so they're not someone we used
 12 regularly, we had used them once before, for a window
 13 package, and obviously we had other members of our
 14 supply chain who we were comfortable with using,
 15 SD Plastering being one of them, or SDP Solutions, they
 16 called themselves, who we looked at their previous costs
 17 on an email before for this exact work.
 18 Q. Right.
 19 A. And they were obviously cheaper than this subcontractor.
 20 So, again, it was a familiar subcontractor who we had
 21 used often that we were comfortable with who was able to
 22 provide a more competitive price.
 23 Q. Right, I see.
 24 Let's look at how this then moved on. Can we go to
 25 {RYD00038399}, please. This is an email of 9 April, the

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1 next day, from you to Adam Marriott, copied to
 2 Simon Lawrence and Simon O'Connor, and you say:
 3 "Ads,
 4 "Could we have another update on the attached please
 5 [this is the procurement programme].
 6 "Particular concern is obviously the window
 7 surrounds with Everglaze effectively pulling out! This
 8 is Code Red priority above all else!"
 9 How was that issue resolved, do you remember?
 10 A. Well, that's how we then reverted to talking to
 11 SDP Solutions.
 12 Q. Right.
 13 A. So, yeah, it was obviously urgent, we needed to get it
 14 on site. The title of the email is "Grenfell
 15 Procurement", so, yeah, we were just looking at order
 16 placement, and this was one that needed to be placed and
 17 we needed to find a subcontractor to do it.
 18 Q. What does "Code Red priority" mean?
 19 A. As in, like, this is a high priority order we need to
 20 place.
 21 Q. Right, I see. Okay.
 22 Is this an item where incorrect estimation had led
 23 to further cost pressure and a reduction in quality?
 24 A. An estimate had been provided that we were struggling to
 25 match, so yeah.

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1 Q. How is it that an estimate had been provided that you
 2 were struggling to match?
 3 A. I think because, from a labour point of view, it's
 4 subjective. So you can take a view that someone could
 5 do a window surround one man for a day, and that's what
 6 the estimator may have assumed, but you have to take
 7 into account access issues, which a subcontractor's
 8 going to price accordingly. He's going to say, "Well,
 9 actually, I need to allow a day and a half or two man
 10 days to do that", so it's a difference in opinion, and
 11 that's where the problem lies. I think the labour
 12 element of it was also a problem. Our view or estimated
 13 view of how much it would cost we were struggling to get
 14 to.
 15 Q. Can you account for why a reliable pricing for the
 16 window surrounds was not arrived at with a subcontractor
 17 at a point earlier than April 2015?
 18 A. Again, it's order of priorities. There were other
 19 orders that needed to be placed to maintain the
 20 construction programme, so that's what were being worked
 21 on, and, yeah, quite often in a lot of projects you get
 22 to a point where there are orders that need to be placed
 23 urgently for a number of reasons.
 24 Q. Is it right that this one had got overlooked until quite
 25 late on?

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1 A. I wouldn't necessarily say it got overlooked, I just
 2 think that we expected to be able to get it done
 3 straightforward and quite easy to procure it, and
 4 suddenly it became an issue that we weren't expecting
 5 because we couldn't get it to the cost that our
 6 estimator had allowed, so ...
 7 Q. All right. So not overlooked, but put on the
 8 back-burner or middle-burner?
 9 A. Perhaps, yeah.
 10 MR MILLETT: I see, thank you.
 11 Well, Mr Maynard, I've come to the end of my
 12 questions. It just remains for me to thank you very
 13 much for coming to give your evidence. I'm very
 14 grateful.
 15 Mr Chairman, I have no further questions for this
 16 witness.
 17 SIR MARTIN MOORE-BICK: Thank you very much.
 18 We are certainly very grateful to you, Mr Maynard,
 19 for coming to give your evidence. It is very helpful to
 20 hear what you have to tell us, and thank you very much
 21 indeed, and now you are free to go.
 22 THE WITNESS: Thank you very much.
 23 SIR MARTIN MOORE-BICK: Thank you very much.
 24 THE WITNESS: Thank you.
 25 SIR MARTIN MOORE-BICK: If you would like to go with the

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1 usher. 175
2 (The witness withdrew)
3 SIR MARTIN MOORE-BICK: Thank you, Mr Millett, and that's it
4 for the day?
5 MR MILLETT: That's it for the day and, barring anything
6 unforeseen, those are the Rydon witnesses, and we start
7 tomorrow with Mr Ray Bailey of Harley.
8 SIR MARTIN MOORE-BICK: Good. Thank you very much indeed.
9 Well, 10 o'clock tomorrow, then, please.
10 MR MILLETT: Thank you.
11 SIR MARTIN MOORE-BICK: Thank you very much.
12 (3.13 pm)
13 (The hearing adjourned until 10 am
14 on Tuesday, 8 September 2020)
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