Monday, 7 September 2020

SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to today's hearing. We're going to continue hearing evidence from witnesses who were working for Rydon at the time of the refurbishment.

MR MILLETT: Good morning, Mr Chairman. We are. I'm going to call Mr Zak Maynard now, please.

SIR MARTIN MOORE-BICK: Thank you.

MR ZAK MAYNARD (affirmed)

SIR MARTIN MOORE-BICK: Thank you very much, Mr Maynard. Would you like to sit down and make yourself comfortable.

MR MILLETT: Mr Chairman.

Good morning, Mr Maynard. Can I start by thanking you very much for coming to the Inquiry and assisting us with our investigations. We are extremely grateful to you.

Just a couple of preliminary points. If you have any difficulty hearing or understanding any of my questions, please just ask me to repeat them and I will do that, or I will put the question in a different way. Also, if you could keep your voice up, so that the transcriber, who is sitting to your right, can get down everything you say, that would be extremely helpful. If you need a break at any point, please just indicate and we can take a short break.

You have made one statement, dated 30 August 2019. Can I please have that shown to you. It appears on your screen in front of you as [RYD00094346]. It's also in a hard copy in the file on the desk in front of you as well, if you need to look at the paper version.

A. Yeah.

Q. Can I ask you to go to page 3 [RYD00094346/3] in that statement, please.

A. Yeah.

Q. You will see a signature there. Is that your signature?

A. Yes.

Q. Have you read this statement recently?

A. Yes.

Q. Can you confirm that its contents are true?

A. Yes.

Q. Now, as well as your personal witness statement, Mr Maynard, there is also a statement given by Rydon as a company, and I would just like you to look at that with me for a moment, if you would. It is a different way.

Also, if you could keep your voice up, so that the transcriber, who is sitting to your right, can get down everything you say, that would be extremely helpful. If you need a break at any point, please just indicate and we can take a short break.

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transcripts@opus2.com
+44 (0)20 3008 5900
Q. Now, can we look at the top right-hand corner, where it says, "Profile within the Team".
A. Correct.
Q. Yes, and that was before your promotion to commercial manager, was it?
A. Correct.
Q. Now, if you look at the second paragraph on the left-hand side, it says under "Profile":
"Currently, he is overseeing a number of refurbishment schemes which involve PPC 2000, NEC3 and JCT Minor Works construction forms ranging from £500,000 to £10 million in value."
A. Yes.
Q. Which ones?
A. We did overcladding in Camden, and we did an overcladding project in Ferrier Point.
Q. It says:
"Currently, he is overseeing a number of refurbishment schemes ...
A. Yeah.
Q. As at February 2014, when this document was presented to the TMO -- so focusing on the word "currently" -- which of those projects identified there that it describes you as overseeing was an overcladding project?
A. Sorry, what, in the "Relevant Project Experience" beneath it or ...?

A. I think perhaps five or six.
Q. Carrying on with that, it says:
"Zak's role is to oversee all aspects of financial control and reporting on all projects delivered by the Refurbishment Team."
A. By professionally qualified, if you mean RICS, then no. We had a few that had started out their HNC. I don't think there was any other degree-qualified members of the team.
Q. Right.
When it says that you manage a team of surveyors, can you give us an idea, brief idea, of what it is you would do to manage those surveyors?
A. I guess I would mentor them in a way that if they had any issues with their procurement, I would try and help them through that. I would check things for them, if they came to me with certain things. If we had resource issues, I would try and raise it with my management, and see if there's anything we could do to help.
Q. Right.
A. Those kind of roles, really.
Q. Yes, I see.
Did you have regular meetings with your surveyors?
A. Those kind of roles, really.
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.

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 ...
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
26. that all the relevant knowledge about the project was
27. shared between your team of surveyors and you managing
28. them on the one hand, and the wider team, including
29. Mr Lawrence, on the other?
30. A. With regards to -- there would be a project handover
31. meeting at the start where the pre-construction team
32. would try and hand over the information that they knew
33. to the production team, so that then they could
34. hopefully take it on, on board, and run with the job
35. smoothly.
36. Q. Yes.
37. How did the role of project manager -- so not
38. contracts manager but project manager -- fit into that
39. structure, can you help us?
40. A. Yeah, so the project manager reported to the contract
41. manager.
42. Q. I see.
43. Did you or your team receive instructions from the
44. project manager or report to him on this project?
45. A. Yeah, the project surveyor would liaise with the project
46. manager, but it would generally be the contracts manager
47. that would obviously adjudicate between the two and make
48. the decision. But if a project manager needed something
49. on site to be ordered, then the job surveyor would do
50. that for him.

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
you were working on at the time?

A. Yeah, I would say so, yeah.

Q. Just looking down at the list of things for which you were responsible, you can see, about three-quarters of the way down that column under “Role within the Team”, it says: “... costing project variations and providing alternatives ...”

Just on costing project variations, if we can just focus on that --

A. Yeah.

Q. -- did that involve assessing the financial implications of changes to projects, such as decisions to change what material was to be used?

A. You would be involved in that, yeah. Yes, you would, you would be involved in the financial implications of it for someone to make a decision, yeah.

Q. What about providing alternatives? Does that tell us that you, on this project, Grenfell, were responsible for suggesting alternative products for use on a project?

A. No, we would be heavily reliant on our supply chain. So our supply chain and subcontractors would quite often review and come up with potential alternatives for the design team to approve.

Q. I see.

"Advising the team on budgetary allowances", you will see that’s the next --

A. Yeah.

Q. -- item in that list. Does that tell us that it was your role, at least so far as the Grenfell Tower project was concerned, to make sure that Rydon was working to budget?

A. It would be to advise where we are at a current stage against that budget, so then people can make informed decisions of what they want to do.

Q. That meant, did it, ensuring that Rydon was aware of what it could afford and couldn’t afford, working within the budget that it had been given by the client?

A. It would be regular reporting against the original tender submission.

Q. And how regular?

A. We would do it monthly. We would update our forecasts, and as part of that process we would review each job that we had.

Q. Right.

You say, "We would update the forecast monthly"; who would be responsible for the updating of the forecast?

A. Normally the project surveyor would update their --

a CVR, and that would then feed into me, and then I would look at it globally with all the other projects and then create a spreadsheet that I submit to Steve for him to review, give further direction.

Q. Yes. Just going back to an answer you gave me a moment ago about suggesting alternative materials, you said that you were heavily reliant on your supply chain partner or subcontractor.

When you say “heavily”, do you mean there was some role for you in making those suggestions, or were you completely reliant on them?

A. To be honest, most of the time we would be very reliant on subcontractors to review a specification and advise us. Being specialists in their individual trades, we would quite often rely on them to come up with those alternatives.

Q. Right. I’m not sure that quite answers my question. It may seem pedantic, but there is a bit of a difference between completely reliant and heavily reliant.

A. Yeah.

Q. Did you essentially just go with what they said?

A. No. We would ask them to come up with potential alternatives as a way of offering some kind of VE, and then we would look at that, put that forward for adjudication and see if any of them were viable, and then we took them towards the design team, so ...

16

Q. Okay. So heavily but not completely?

A. I would say, yeah, unless you had previous experience from another scheme of something that had been changed that works.

Q. I see.

Now, can we go back to your statement, and I would like you to look, please, with me at paragraph 5 on page 1 {RYD00094346}.

Q. I was not involved at the start of the tender process; I became involved at the start of the Project, after the contract had been awarded. My role at this time was more client facing; the client was Kensington and Chelsea Tenant Management Organisation (‘the Client’);

Now, the CV said that your role was to oversee all aspects of financial control, and we looked at that.

In the light of the statement in paragraph 5 there, is it fair to say that your role was to do that, but also to be the liaison with the client on the issues that you have identified?

A. Sorry, the project surveyor and the contracts manager would generally be client liaison.
Q. Yes.
A. The contracts manager, more often than not, would be direct liaisoning with a client. I wasn’t always direct -- directly liaising with a client, it would feed through one sort of single point, so quite often it would be the contract manager that dealt with the client.

Q. Can you just help us understand what you mean when you say, “My role at this time was more client facing”.
A. What does “client facing” mean?

Q. I see, and who was it at Artelia that was your primary point of contact?
A. I guess there is a client and then there is a client’s employer’s agent. So I would be involved with Artelia on a cost side of things, but generally, with regards to managing the overall client, that would be through the contracts manager.

Q. I see, and who was it at Artelia that was your primary point of contact?
A. At the time it would be Chweehen.

Q. Chweehen Lim?
A. Yes.

Q. Now, can I ask you to look at paragraph 6. You say: “I was aware that Rydon was selected as the preferred contractor after the tender process had been brought to a conclusion. I considered the contract with the contracts manager and looked at the sub-contractor packages included; we then allocated the packages with the assistance of the surveyor who had considered the contractors register.”

When exactly, to the best of your recollection, did you become involved with this project, the Grenfell Tower project?
A. Well, obviously the tender submission had gone in, and then we would have been given notice of when it -- we were the preferred contractor, so it was going our way. So as soon as it become evident that it was going to be a live project, then I would start to get more involved.

Q. Okay.
A. The contract being the actual work content, we would review the work content and the packages involved and then start to look at the order process and the procurement.

Q. I see. So when you say “contract”, you really mean job...
A. Yeah. Yeah.

Q. -- in reality. Does that tell us that you didn’t become familiar with the written terms of the legal contract, even in draft?
A. I would start to get -- with regards to the employer’s requirements and the drawings, but our legal team would review the actual main contract and they would be in charge of that, and then if we had a query on that, we would generally revert to them.

Q. I see.
A. The contracts manager, more often than not, would be

Q. I consider the contract with the legal team?
A. That wasn’t my role.

Q. Did you have any role in discussing the terms of the legal contract with anybody else in the project team?
A. No. Again, it wasn’t my role.

Q. Did you discuss any of the terms in draft form prior to the conclusion of the contract in October 2014 with anyone in the team?
A. No, it wasn’t part of my role.

Q. Did you ever get a chance to read or study any parts of the contract before it was signed?
A. I didn’t.

Q. No.

Let’s then turn to the topic of your early involvement, having done some general questions on that. Can I ask you to look, please, first at {RYD00001203/4/}. This is an email from Robert Powell at Appleyards, who then became Artelia, to Steve Blake on 5 April 2013. Note the year. It attaches a suite of supporting information for the proposed redevelopment of
If you would be prepared to venture a check price against this it would help us - recognising that we need to agree a usable framework I means of procurement with RBK&C.

As mentioned, we are talking to more than one contractor in consideration of such an appointment and our client is looking to utilise their existing frameworks to procure same.

"I will send a separate email shortly to connect you with my contact Keith Rule."

If we go up to page 3 (RYD00001203/3), please, and look at the bottom, Steve Blake responds to Robert Powell on 9 April, four days later, in an email that’s copied to you. Do you see that?

Robert Powell responds to that email:

"As promised .."

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

"In addition I have copied in Alan Sharrocks who as Contracts Manager knows a lot more about tower blocks than I do and our Managing Surveyor Zak Maynard who will be able to provide budget advice."

Then -- and I’m just going to trace this through with you, if I can -- if you look a little bit higher up page 3, Mr Powell responds to that email:

"Steve
"Many thanks."

This is also copied to you. Do you see that?

A. Yeah.

Q. And he says:

"Hi Robert,
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Then if we look at page 2 (RYD00001203/2), Mr Blake responds later that day and says that’s too soon, again copied to you:

"Bit too soon for tomorrow but would be happy to meet to understand scope of works and budget etc."

Then at the top of page 2, Mr Powell comes back to Mr Blake, not copied to you, the same day, and says in the second line:

"Happy to have a phone conversation with whoever needs to know from your perspective, in the hope we can get some ‘quick & dirty’ costings on the info I have sent to you."

Then bottom of page 1 (RYD00001203/1), please, Mr Blake then puts him in touch with you, if we see that there. He says to Robert Powell, and again copied to you, this time 10 April:

"Rob
"Unluckily I am on leave today and in any event it would be a big ask to cost such a scheme today.

"By copy of email I will let Alan and Zak know [that’s you]."

"We will help as much as we can."

As I say, you were copied in on this.

Now, I have shown you all of that exchange -- or most of it, because there’s a final email from Robert Powell, copied to you, on the same day, "No worries - I wasn’t expecting prices back today."

Do you recall this email exchange?

A. No.

Q. Was it common for Rydon to provide "quick and dirty"

information, as was asked for, by way of a price check?

A. You could get requests for that, to give some budget --

Q. Right.

A. - metre squared prices and things.

Q. What did "quick and dirty" mean to you, do you remember?

A. It would just be like a budget -- a high-level budget.

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A. - metre squared prices and things.

Q. What did "quick and dirty" mean to you, do you remember?

A. It would just be like a budget -- a high-level budget.
Q. And 11 months before Rydon was notified that it was the preferred bidder in the March of 2014, this doesn’t trigger a recollection?
A. No.
Q. Okay. But I would like to try to get to your recollection at the time, so let’s try and stick with that.
At the top of the page, Mr Sharrocks then responds to you and says:
Zak
“If its financial info they are looking for its better you call them mate, maybe some typical m2 costs for rain screen and double glazing will suffice.
“I’ve looked the scheme funding up and its a £9.4m pot for the whole Grenfell Tower regen, £6m from council and £3.4m from TMO.
“Reading what’s on the internet it’s a political nightmare, there’s a website dedicated to complaining about phase 1 and the scheme in general. It looks like they have been forced into doing something with the tower.”
Do you remember whether you called Appleyards, as Mr Sharrocks had suggested?
A. I don’t. I don’t remember.
Q. Do you remember whether you wrote to them, made any contact of any kind?
A. No. I honestly don’t remember the ...
Q. Okay.
I am showing you this. You obviously don’t remember anything about it. This was ten months before Rydon’s formal submission.
A. Yeah.
Q. And 11 months before Rydon was notified that it was the preferred bidder in the March of 2014, having shown you this run of material now, when you say at paragraph 5 of your statement that you were involved at the start of the project after the contract was awarded, is it?
A. Yeah.
Q. -- that’s not right, is it?
A. Well, it is, because I’m not sure how much I got involved in that, and if it was a budget cost, it could have been just a metre squared rate. I wasn’t involved in the actual tender bid and creating and forming of that tender bid, so that’s what I’m saying there.
Q. Okay.
A. That’s not part of the tender bid.
Q. Right. I mean, you don’t refer to this early involvement in 2013 anywhere in your statement, and I was just keen to know why that was.
A. I don’t remember it.
Q. All right.
Now, let’s turn to the topic of the selection of contractors. I would like to ask you about Rydon’s process for the selection of subcontractors for the Grenfell project.
Can we look at Simon O’Connor’s witness statement, first of all. That’s at [RYD00094221/6], please.
I would like you to look with me at paragraph 13, which runs over the page to [RYD00094221/7].
He says, at the bottom of the page:
“I believed that the specialist subcontractors engaged by Rydon who designed the works would have been selected for the project from an approved list by Rydon. My understanding was that subcontractors had to be vetted first before being added to the approved subcontractor list, although the selection of subcontractors for Grenfell would have happened at the tender/award stage and before I was involved.”
Now, just pausing there, we, the Inquiry, haven’t been able to locate a copy of any approved list of subcontractors which were used by Rydon at this time. Do you remember whether there was such a document?
A. Generally, you would either, I think, call someone in health and safety to confirm whether they had a vetting form done, you could call accounts to see if they had had all their information, and also obviously if we had previously used a subcontractor, then obviously you would know that they had had that vetting form done previously.

Q. How regularly, to your recollection, were those vetting forms updated in relation to subcontractors used in the past?

A. Arguably you should, after three years -- would you?

Q. No.

A. Generally it would only get flagged by accounts.

Q. What was the most recent project that Rydon had used Harley on, prior to February 2013?

A. Yes.

Q. -- they were subcontractors that we know that Rydon had used before on previous projects?

A. Yeah.

Q. -- he says that subcontractors had to be vetted first before being added to the approved list. Is he right about that?

A. Yeah, if they were new subcontractors, then yes.

Q. What did that vetting process involve, can you help?

A. Generally, you would either, I think, call someone in health and safety to run through, and then they would forward it to the surveyor, and he mentioned your name. It had health and safety questions and finance questions. The subcontractors would fill that in, it would get returned via a project surveyor, and then they would forward it to the health and safety department to run through, and insurance details. So that would have been the flag that it needs updating.

Q. Was it, do you remember, with Harley?

A. I don’t remember.

Q. On this project, do you remember whether you did check the approved list or the approved information, at least, prior to sending tender requests to subcontractors or prior to appointing them?

A. We would have -- if we were using a regular -- like JS Wright, who has been mentioned in there, or Harleys, then we would know that they’re approved because we’ve used them previously, so therefore we wouldn’t need to check, and if we were looking at a new subcontractor then, yeah, before we appointed them we could -- we should get their subcontractor questionnaire filled out and returned before we appoint them.

Q. Right.

A. That would have been Ferrier Point, which I think finished in 2011 or 2012.

Q. What about JS Wright, when was the last project you had used before on previous projects?

A. I can’t remember with JS Wright.

Q. -- he says that subcontractors had to be vetted first before being added to the approved list. Is he right about that?

A. Yeah.

Q. Right.

A. Yeah.

Q. -- he says that subcontractors had to be vetted first before being added to the approved list. Is he right about that?

A. Yeah.

Q. What did that vetting process involve, can you help?

A. Yes, so it was like what I said before. There was a questionnaire form that was filled in. It had health and safety questions and finance questions. The subcontractors would fill that in, it would get returned via a project surveyor, and then they would forward it to the health and safety department to run through, and
then the health and safety department would liaise
direct with the subcontractor to run through any
queries, and the accounts section would then go off to
the accounts department for them to do something
similar.

Q. Right.

In respect of any particular project, who was the
ultimate decision-maker who would decide whether or not
that subcontractor should be added to the list?

A. Well, they had to go through health and safety and get
ticked off from that perspective, and then they would
have to get signed off by accounts, and provided they
ticked both those boxes, they would generally then go on to
the approved list.

Q. I see. So it was those departments who made the
decisions, and then they would go on to the list?

A. And then they would be on the list, yeah.

Q. So was the decision whether to add someone to the list
made at any higher level outside those departments, by
for example the refurbishment director in respect of the
particular project?

A. Well, if they didn’t approve -- if it didn’t pass the
health and safety requirements for the health and safety
department, I wouldn’t have thought so.

Q. I see.

Can we look then, at the process of tender and
procurement.

Can I ask you first to be shown Ms Bachellier’s
witness statement. It is [RYD00094347/2], please, and
I’d like to look at paragraph 13.

She says there:

“The sub-contractors would usually be provided with
3 to 4 weeks to price the job; however, the Tender
period [this is for Grenfell] fell over Christmas which
caus[ed] a delay; I recall that an extension to submit the
Tender was requested and obtained. This provided the
sub-contractors with further time in which to provide
their quotes. I do not recall there being any other
timing issues or issues with the Tender.”

Do you agree with that?

A. To the best of my knowledge, yeah.

Q. Yes.

Can I ask you then to look at [RYD00086624], which
is part of an email chain in January 2014. If we look
at the second email down on that page, this is
Katie Bachellier to Steve Blake and you, among others --

A. Yeah.

Q. -- including Simon Lawrence, on 6 January 2014. She
says:

"FYI.

"Just had a discussion with Terence from JS Wright.

He said he is going to struggle to return a tender for
Grenfell Tower as he is snowed under with enquiries from
Construction.

"I have given him some extra time and he said he
will see what he can do but annoying that we seem to
have been overlooked. I did speak to Paul Featherstone
when the tender first came into the office so he was
aware of it mid December."

Was this an example of the timing issues
Ms Bachellier is describing in her witness statement, do
you think?

A. Potentially. I mean, it’s a difficult time of year for
people to be pricing things up with the Christmas break,
so --

Q. Yes.

A. -- that is potentially to be an issue there, and also
clearly they’re a subcontractor that Rydons used quite
a lot across the whole group, JS Wright, and, yeah,
she’s mentioning enquiries from Construction; she means
they have been getting enquiries from Rydon Construction
as well, so they’re looking at them.

Q. If you look at the top of the page, Steve Blake sends
this email on to Paul Featherstone at JS Wright and
days:

"Hi Paul,

"Can this be reviewed?

"In my view Grenfell is the best opportunity that
Rydon have."

Was it your view at the time that Grenfell was the
best opportunity that Rydon have?

A. I’m not entirely sure. I don’t remember having
an opinion about how good an opportunity it was at that
stage. It was just a tender. I wasn’t aware of how
good an opportunity it was at that stage.

Q. Did Mr Blake and you have any discussion about the
quality or value of the opportunity that the
Grenfell Tower project presented?

A. Probably the value. It was a large sized project. So
perhaps he means by that best opportunity as in it’s
a good sized project.

Q. Given the opinion that Mr Blake expresses here to
Mr Featherston, did you feel under pressure to win this
tender, particular pressure to win it?

A. Did we?

Q. Yes.

A. As in Rydon?

Q. As in Rydon.

A. There was probably pressure on every tender. There was
A. Yeah.

Q. -- but given that Mr Blake said this was the best opportunity that Rydon have, my question is whether you felt that winning the tender was particular pressing.

A. Well, I don’t -- I wasn’t involved in the tender, so I don’t know. I didn’t feel any pressure in regards to it, so...

Q. All right.

If we go to (RYD00001946/2), please, this is an email of 8 January 2014 from Katie Bachellier to Simon Lawrence, copied to Frank Smith, subject: “Grenfell”. You weren’t copied in on this. She says: “Peter Arnold has requested an extension of time. Can you double check with him what the outcome was please?”

Do you remember what Peter Arnold’s role was in the tender process?

A. I believe he was business development and bid writing, that side of things.

Q. Yes. If you look at page 1 (RYD00001946/1), and the middle of the page, Mr Lawrence says there, back to

Katie Bachellier, and you’re not copied on this:

“I’ve bumped into Peter this morning, apparently Peter Blythe from Artenia was going to discuss with the Client tomorrow at a meeting. So hopefully we will hear something Friday or Monday at the latest.”

Then at the top of the page, Katie Bachellier back to Simon Lawrence, also on 8 January, and again not copied to you, so you didn’t see this at the time:

“Ok. We have a massive problem if not. I wanted to speak to Peter Blythe myself but Peter Arnold beat me to it.

“As you can imagine its a massive measurement job for 1 person to undertake and Sue estimates she needs until end of next week to finish the bill. That obviously leaves us with a massive problem in terms of getting it out for pricing.”

Just help me, who was Sue?

A. She did the measurement in the estimating team.

Q. Right. Then she goes on:

“If you have time it may be worth speaking to Peter Blythe to explain that we may be unable to return a tender if we don’t get the extension. He could then mention that to the client?

“Also I don’t know how long was asked for but we need 2 weeks.”

Just pausing there, we can see that you weren’t copied in on these emails, but is it fair to say that this timing issue appeared to be quite a significant threat to Rydon at this stage?

A. To complete the tender, it appears that way, yeah.

Q. Yes, and she said it was a massive problem; was that because Rydon might be unable to return a tender at all?

A. Yeah.

Q. In those circumstances, where your director had said that the project was the best opportunity that Rydon had, did that put you under significant pressure?

A. It would have put the estimating team under a bit of pressure, yeah.

Q. Okay. But not you personally?

A. No.

Q. Let’s look at the final paragraph of Ms Bachellier’s email. She says: “Perhaps we could also cite the fact we are struggling to drum up any interest from cladding contractors?”

Do you remember that? Do you remember that there was difficulty drumming up interest from cladding contractors in relation to this project?

A. I think as a company we had only used Harleys.

Therefore our cladding database or knowledge of subcontractors was probably limited and that probably restricted us in that part of the tender.

Q. Right.

Do you know whether other cladding contractors, other than Harley, were approached in relation to this project?

A. I believe others were approached, yeah.

Q. Do you know who they were?

A. No.

Q. You don’t. This suggests that others were approached but they weren’t interested.

A. Yeah.

Q. Does that - -

A. We could get that on a lot of projects. A lot of people aren’t necessarily keen on pricing jobs when they’re just not a live job or a firm project.

Q. Right.

A. So quite often I think the estimators come up against that battle.

Q. Do you remember what specific difficulties there were drumming up interest from cladding contractors other than Harley?

A. I don’t -- I’m not aware of any specific...
Q. I see.
A. No.

11. Can we then look at the Harley 2013 budget, a different topic. First of all, let’s look at (SEA00002275), please. Now, this is a budget created by Harley dated 18 October 2013. Just to set this in its chronological context, this is about a month or two, about six weeks actually, before the tender package went out to contractors.

12. A. Okay.

13. Q. It was created, as we see, by Harley on 18 October.
A. Yeah.

14. Q. Now, you told us, I think, that you only became involved after the tender process had been completed.
A. Yeah.

15. Q. Do you think you ever saw this document?
A. I honestly don’t know.

16. Q. Is that what you’re telling us?
A. Yeah.

17. Q. If you look at the Harley signed letter of intent, and the rest of them is a series of appendices.
A. Yeah.

18. Q. The first of which is the Harley signed letter of intent, and the rest of them is a series of appendices.


20. Q. You say it’s a familiar looking document, so ...
A. Yeah.

21. Q. Is it fair to say that, compared with a formal written contracts, this LOI is much less comprehensive in terms of the specific requirements that it places on Harley as a subcontractor, or potential subcontractor?
A. Yeah.

22. Q. If you look at item 1 in the letter, the first item, Design of Façade Works (the ‘Authorised Works’), you can see that the LOI, letter of intent, authorised

23. Q. You say it’s a familiar looking document.
A. Yeah.

24. Q. As in the way it’s set out and the way it’s put together, so ...
A. Yeah.

25. Q. Familiar as in Harley familiar, or familiar as in any subcontractor?
A. Yes, just like how a Harley quote would be set out with regards to what they’ve done here, so ...

26. Q. Right. So you would have seen this kind of document from Harley on previous projects?
A. Yeah.

27. Q. Is that what you’re telling us?
A. Yeah.

28. Q. I see.
A. You can see that this budget for cladding, if you look at page 1, includes insulation in three places.

29. Q. You can see it’s in the second entry down, and then in the one fourth and then third from the bottom. Do you see that?
A. Yeah. Yeah.

30. Q. You see, “Reynobond zinc rainscreen spandrel cladding and insulation “, and then “insulation “ and “insulation “ are the third and fourth from the end.
A. Yes.

31. Q. It doesn’t specify what product is to be used.
A. Yes.

32. Q. Do you remember whether you took any steps to investigate what the insulation product was on which these quotes had been based?
A. No.
a letter of intent ourselves. That's why, quite often, if you don't have a main contract, you have nothing to contract against, so you would go back-to-back with a letter of intent that you've received, you can only issue letter of intents out to subcontractors. However, also a letter of intent is used for speed in order to procure a design element, so that that can get under way while the design details are still being developed.

Q. I see.
A. So it's a commitment to Harleys that they'll get paid for their design work.

Q. I see.
A. That is the intention, yes.

Q. Can I ask you to look at {RYD00016429}. This is an email from Mark Harris to you of 31 July. We see that at 27 August 2014. It picks up on or follows on from Mr Harris' confirmation the same day, 25 July 2014, back to you, where he says:

"Zak.

A quick note to confirm receipt. I will read through everything and send a formal acknowledgement in due course."

Now, if we then turn to {RYD00014231}, this is an email from Mark Harris to you on 31 July, so a few days later, copied to Simon Lawrence, Simon O'Connor and others, "RE: Grenfell Tower - Letter of Intent."

He then sets out some queries:

"Prior to signing the design intent of intent, I need to raise a few queries."

And he does.

A. Yeah.

Q. If you look at the very bottom of Mr Harris' email, if we go to the end of it on {RYD00014231/2}, he says:

"Once we have agreed on the above, I will be pleased to return the signed LOI. However, in the interim, in the spirit of the long term trading relationship between Harley and Rydon, we will of course commence the design phase, and look forward to the first design team meeting in due course."

I just want to ask you a question about the long-term trading relationship he refers to.

What was the nature of that long-term trading relationship?

A. That we had been working with Harleys or known of Harley since probably 2005/2006.

Q. And on what kinds of projects?
A. On cladding projects, external refurbishment, which was the Camden project, namely that was the first time we used them.

Q. Who were the particular people most responsible for holding that relationship together and developing it?
A. That was at director level, so that would be between Steve and probably Ray and Mark.

Q. So Steve Blake at Rydon and Ray Bailey and Mark Harris at Harley?
A. Yeah.

Q. Can I ask you to go to {RYD00016422}. This is an email exchange between you and Mr Harris, between 22 and 27 August 2014. It picks up on or follows on from Mark Harris' email to you of 31 July. We see that at the bottom of page 1.

In the middle of the page, you write to Mark Harris on 22 August, copied to Simon Lawrence and others:

"Hi Mark,

"Comments below."

"Trust these remove your concerns."

So you comment in red, I think, and Mr Harris then responds with "Noted" or "Noted and agreed" in blue.

Because if you look at the top email on 27 August, he essentially says that:

"Morning Zak

"All looks ok, I've confirmed the same below in blue for the record."

He then asks when the contract documents would be ready. Do you see that?

A. Yeah.

Q. We can see your response a few minutes later, not on this email chain. It's at {RYD00016429}, if we can look at that, please. You say to Mark Harris:

"Mark,

"Thanks."

"We received our Contract yesterday so the Letter of Intent can be extended to your full order value."

"I will get official documentation out to you shortly."

So just looking at all of that, in August, at this stage, were you telling Harley that you were going to arrange for a formal contract shortly?

Q. Right.
A. Yeah.

Q. Now, let's turn to {HAR00001069}. This is an email chain, and I would like to go to the last email in the
Q. Why is that? Why did two weeks go by?
A. Yeah.

Q. Right. And then who?
A. And I think then he left the company early the following year, I think, and then James Clifton then took the contract to completion.

Q. But this particular job surveyor who was starting to work on that was Adam Marriott?
A. Yes.

Q. I see.
A. Yeah. So basically the 30,000 was covering his design, and he was getting to the point where obviously he now needed to place further orders, so, yeah, he needed the value to increase in order -- so he's got -- he is underwritten to expend further monies.

Q. And that's a big increase from 30,000, isn't it? It's ten-fold more than.
A. Yeah.
Q. Six weeks, in fact.
A. Maybe I was responding to notice that the contract’s done, we’re getting the contract, so that’s probably why.
Q. Right.
A. That’s obviously what we felt at the time, yeah.
Q. Was it common for Rydon to allow nearly £3 million worth of work to be undertaken without a formal signed agreement in place?
A. No. Normally there would be a full order in place.
Q. Why not on this occasion?
A. No. Or only at the time, at the end, when obviously then Harleys went into administration, obviously then it was -- it became -- or it was a worry that we had realised that it could have been an issue.
Q. Because we know that Harley ultimately never entered into a comprehensive formal written agreement for the Grenfell Tower works. Do you know why that was?
A. A combination of people in the team. So, yeah, it would have been all of us. Probably Simon.

Q. Right.
A. Don’t know.
Q. Why not on this occasion?
A. No. Normally there would be a full order in place.
Q. Did it cause you any concern at any point later?
A. No. Or only at the time, at the end, when obviously then Harleys went into administration, obviously then it was -- it became -- or it was a worry that we had realised that it could have been an issue.
Q. Because we know that Harley ultimately never entered into a comprehensive formal written agreement for the Grenfell Tower works. Do you know why that was?
A. No.

MR MILLETT: Let’s turn to a different topic: value engineering.

Q. Right.
A. That was the idea, yeah.
Q. Yes.

MR MILLETT: Value engineering.

Q. Was the fact that value engineering in the context of value engineering should be to meet requirements at the lowest cost but without sacrificing functionality? Were you aware that that was an important consideration?
A. Yeah.
Q. No. Were you aware in general terms that, as a concept, value engineering is an exercise to provide value to a client; it is not always a cost saving exercise, it is the value of the change so there could be a better output not just a saving.

Are you familiar with the RIBA definition of value engineering, or were you at the time?
A. Yes.

MR MILLETT: Value engineering.

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

MR MILLETT: Value engineering.

Q. Six weeks, in fact.
A. No.

MR MILLETT: Let’s turn to a different topic: value engineering.

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A. Yes.

MR MILLETT: Value engineering.

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Are you familiar with the RIBA definition of value engineering, or were you at the time?
A. Yes.
1. A. Yeah.
2. Q. And is that because Rydon’s tender sum was in excess of the TMO’s budget right from the outset?
3. A. Yeah.
4. Q. Let’s go to page 2 (RYD00094346/2) and look at paragraph 13 of your statement. You discuss the value engineering of the cladding at Grenfell and you say here:
5. “The proposal to use a different cladding material was made as part of a value engineering process requested by the Client. I was not directly involved in that process but I understood from internal team meetings at the time that Harley put forward the proposed designs and costs and the Client made a decision on what is the preferred option, probably based on cost, but also in conjunction with the planners and architect.”
6. A. I just want to pause there.
7. Q. You say you weren’t directly involved in the value engineering exercise – I’ll come back to that in a moment – but did you have any indirect involvement in the value engineering exercise, do you remember?
8. A. Not that I recall, no. I think most of the savings had been put on the table with our pre-construction team.
9. Q. With the pre-construction team?
11. Q. That’s a nod, it doesn’t go on the transcript.
12. A. Sorry, yes.
13. Q. Yes, you were not involved?
15. Q. Let’s see. Let’s look at paragraph 14. You said:
16. “I had no involvement in selecting the cladding material or the method of fixing it; my role was to set out the cost savings element which had been calculated and submitted by our Estimating team as part of the post tender process. I did not attempt to influence the selection of the cladding material or method of fixing; this was a decision for the Client and the planners and architect.”
17. A. Yeah.
18. Q. Looking at paragraph 15, you say:
19. “I understand that there were errors in Harley’s quote for the cladding work. I believe this was due to a miscalculation of the size of the area to quote for; it was Harley’s error. There were discussions over whether Harley would bear the cost; I do not recall the outcome. The final decision regarding whether Rydon bore any of the cost would have been taken by Steve Blake as a director.”
20. A. That’s what you say there.
21. Q. Or even to know how they were allocated?
22. A. Correct.
23. Q. Let’s move on with some examination of that.
24. A. Didn’t recall how they were allocated?
25. Q. I see. Do you say you weren’t involved with that decision?”
26. A. Did not directly involved in the value engineering exercise – I’ll come back to that in a moment – but did you have any indirect involvement in the value engineering exercise, do you remember?”
27. A. Not that I recall, no. I think most of the savings had been put on the table with our pre-construction team.
28. Q. With the pre-construction team?
30. Q. That’s a nod, it doesn’t go on the transcript.
31. A. Sorry, yes.
32. Q. Yes, you were not involved?
33. A. Yeah.
34. Q. Let’s see. Let’s look at paragraph 14. You said:
35. “I had no involvement in selecting the cladding material or the method of fixing it; my role was to set out the cost savings element which had been calculated and submitted by our Estimating team as part of the post tender process. I did not attempt to influence the selection of the cladding material or method of fixing; this was a decision for the Client and the planners and architect.”
36. A. Yeah.
37. Q. Looking at paragraph 15, you say:
38. “I understand that there were errors in Harley’s quote for the cladding work. I believe this was due to a miscalculation of the size of the area to quote for; it was Harley’s error. There were discussions over whether Harley would bear the cost; I do not recall the outcome. The final decision regarding whether Rydon bore any of the cost would have been taken by Steve Blake as a director.”
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41. A. Correct.
42. Q. Let’s move on with some examination of that.
43. A. Didn’t recall how they were allocated?
44. Q. I see. Do you say you weren’t involved with that decision?”
45. A. Did not directly involved in the value engineering exercise – I’ll come back to that in a moment – but did you have any indirect involvement in the value engineering exercise, do you remember?”
46. A. Not that I recall, no. I think most of the savings had been put on the table with our pre-construction team.
47. Q. With the pre-construction team?
49. Q. That’s a nod, it doesn’t go on the transcript.
50. A. Sorry, yes.
51. Q. Yes, you were not involved?
52. A. Yeah.
53. Q. Let’s see. Let’s look at paragraph 14. You said:
54. “I had no involvement in selecting the cladding material or the method of fixing it; my role was to set out the cost savings element which had been calculated and submitted by our Estimating team as part of the post tender process. I did not attempt to influence the selection of the cladding material or method of fixing; this was a decision for the Client and the planners and architect.”
55. A. Yeah.
56. Q. Looking at paragraph 15, you say:
57. “I understand that there were errors in Harley’s quote for the cladding work. I believe this was due to a miscalculation of the size of the area to quote for; it was Harley’s error. There were discussions over whether Harley would bear the cost; I do not recall the outcome. The final decision regarding whether Rydon bore any of the cost would have been taken by Steve Blake as a director.”
58. A. That’s what you say there.
59. Q. Or even to know how they were allocated?
60. A. Correct.
1. Q. Okay.
2. A. If you look at page 1 (RYD00086654/1) of this email run and look at the top, Mr Blake explained it by saying that Mr Smith was asked to take out some performance he says, "which from memory was about 200k".
3. Q. Do you know what that’s a reference to?
4. A. I think it’s just a -- I don’t know specifically, but it looks like it’s just a general view of taking out some costs from our tender.
5. Q. How did he get to 200?
6. A. I don’t know.
7. Q. You don’t know.
8. A. Ms Bachellier’s response at 12:42 on 11 March to Steve Blake’s response to her about the mistake. His response had said:
9. "Disappointing but not unexpected."
10. "Hopefully there will be something to compensate." Et cetera, and then she goes back to him and says:
11. "Yes the bill figure is incorrect resulting in our tender figure being £212k lower than it should be.
12. I think we will recover this from Harleys by taking the timber window reveals out of their package but that will mean we have to work a little bit harder of finding some mean we have to work a little bit harder of finding some
13. Q. Is it fair to say that Rydon at the time was contemplating identifying value engineering savings which would compensate for the error that’s been identified?
15. Q. Yes.
16. Now, given that you oversaw, as we saw from your CV, all aspects of financial control and reported on all projects delivered by the refurbishment team, is it fair to say that you were managing this process?
17. A. I was involved in the process, yeah.
18. Q. Yes. Were you managing it?
19. A. I wouldn’t necessarily be managing it, no.
20. Q. Let’s go to (RYD00003295). This is an email run, still on 11 March 2014, so same day, and it was sent to you, among others. If we look at the second email down, Katie Bachellier writes to Steve Blake, Simon Lawrence, Alan Sharrocks and you, Zak Maynard. "Grenfell - 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. "Thinking about Frank’s comparison Harleys are expensive on the windows.”
25. Then she sets out the comparisons. Harley
how money could be saved on the Grenfell Tower project in general terms?

A. I would say we’d maybe been starting to be aware of it, but whether we’d started to set our mind on it at that point, I can’t answer.

Q. Do you remember whether you specifically had any previous discussions with Katie Bachellier about this subject prior to 11 March?

A. Not from what I can recall.

Q. Right.

A. Again, I can’t recall from that date, no.

Q. If we go to {RYD00003287}, please, let’s look at the email in the middle of the page. This is an email from Simon Lawrence to Alan Sharrocks, Katie Bachellier, Steve Blake and you on 12 March, so the next day, and he says:

“We should hold a Value Engineering workshop before [too] much more discussion. Hierarchy of needs vs where we have correct values in CSA!! (Crazy Scottish Arithmetic.).”

Now, you got this email at the time. I just want to ask you: “Crazy Scottish Arithmetic”, was that a reference -- what was that about?

A. He’s obviously making reference to some errors in the tender --

Q. Right.

A. -- by Frank.

Q. So that’s a reference to Frank Smith’s costing error, was it?

A. Yeah.

Q. Why was it necessary, do you remember, to have a workshop before too much more discussion?

A. I imagine Simon wanted to have a meeting just to discuss it and get everyone’s heads round it, I would have thought, that’s what he’s calling for there.

Q. Was there a value engineering workshop held?

A. From memory, I don’t know.

Q. No.

A. No.

Q. Looking at the top of the page, we can see that you respond to this email on the same day --

A. Yeah.

Q. -- 32 minutes later at 9.00 am, and you say:

“Katie is going to re-jig the tender report before we discuss VE as there are a few issues that need to be corrected to get to our true cost first!”

A. Yeah.

Q. We looked at this about five minutes ago, where Mr Blake says:

“Let’s wait until this approach is made before going further value engineering savings in addition to those identified in our tender.”

“Peter M is going to forward some ideas tomorrow.”

What did you understand the phrase, “In terms of value allocation we took care to make provision against a specification that was exactly compliant.” to mean? What did you think he meant?

A. I think he means in terms of allocating our costs. Perhaps on the tender report, they’d made sure that they’d got the correct costs in place against the specification that’s to be quoted by. That’s how I’m reading that.

Q. Can I then, in the light of that answer, just ask you to go back to {RYD000086654}, which is Mr Blake’s response to Ms Bachellier’s telling him that there had been an error.

A. Yeah.

Q. What did you mean by that?

A. So basically, once a tender is submitted, the estimator produces a tender report which lays out where all our costs are and our value are, and she needed to understand what our actual cost is to understand what margin there was before she presented her tender report to us, as the project team.

Q. I see. And when she says she is going to rejig the tender report, what did that involve, or what did you understand her to mean by that?

A. So basically she was having to review what Frank had done, get her head round it, and re-present it, so it was correct.

Q. It looks from this email that you had had a discussion with Katie Bachellier about rejigging the tender report. What about Stephen Blake, did you have any discussions with him about value engineering on Grenfell prior to this email run on 11 March?

A. Yeah, because I would need it if the job was going live.

A. Yeah, because I would need it if the job was going live.

Q. Right.

A. So basically she was having to review what Frank had done, get her head round it, and re-present it, so it was correct.

Q. It looks from this email that you had had a discussion with Katie Bachellier about rejigging the tender report.

A. Yeah, because I would need it if the job was going live.

Q. I see.

Then if we go to {RYD00003295} at the top, we can see that here is a response from Mr Blake to Katie Bachellier’s 11 March email. This is 12 March, this is the response to the comparison list we saw earlier. He responds to her, and copied to you, among others:

“We are going to be asked by K+C to find some current savings on the tender report, what did that involve, or what did you understand her to mean by that?”

A. To the supply chain.

Q. Do you remember whether you specifically had any prior discussions with Katie Bachellier about this subject prior to 11 March?

A. Yeah.

Q. If we go to {RYD00003287}, please, let’s look at the email in the middle of the page. This is an email from Simon Lawrence to Alan Sharrocks, Katie Bachellier, Steve Blake and you on 12 March, so the next day, and he says:

“We should hold a Value Engineering workshop before [too] much more discussion. Hierarchy of needs vs where we have correct values in CSA!! (Crazy Scottish Arithmetic).”

Now, you got this email at the time. I just want to ask you: “Crazy Scottish Arithmetic”, was that a reference -- what was that about?

A. He’s obviously making reference to some errors in the tender --

Q. Right.

A. -- by Frank.

Q. So that’s a reference to Frank Smith’s costing error, was it?

A. Yeah.

Q. Why was it necessary, do you remember, to have a workshop before too much more discussion?

A. I imagine Simon wanted to have a meeting just to discuss it and get everyone’s heads round it, I would have thought, that’s what he’s calling for there.

Q. Was there a value engineering workshop held?

A. From memory, I don’t know.

Q. No.

A. No.

Q. Looking at the top of the page, we can see that you respond to this email on the same day --

A. Yeah.

Q. -- 32 minutes later at 9.00 am, and you say:

“Katie is going to re-jig the tender report before we discuss VE as there are a few issues that need to be corrected to get to our true cost first!”

A. Yeah.

Q. We looked at this about five minutes ago, where Mr Blake says:

“Let’s wait until this approach is made before going further value engineering savings in addition to those identified in our tender.”

“Peter M is going to forward some ideas tomorrow.”

What did you understand the phrase, “In terms of value allocation we took care to make provision against a specification that was exactly compliant.” to mean? What did you think he meant?

A. I think he means in terms of allocating our costs. Perhaps on the tender report, they’d made sure that they’d got the correct costs in place against the specification that’s to be quoted by. That’s how I’m reading that.

Q. Can I then, in the light of that answer, just ask you to go back to {RYD000086654}, which is Mr Blake’s response to Ms Bachellier’s telling him that there had been an error.

A. Yeah.
A. I would imagine so. There would have been a document for the £200,000 error?

Q. Was there a revised tender report, though, which catered to rejigging the tender report.

A. There would have been a tender report, yes.

Q. Was there a document which you ever saw which was rejigging the tender report.

A. Yes, but it might be moving money to that area. So it might actually be saying: oh, we thought there was 200 grand's worth of profit in there, but actually we're going to move it across and put it there. It could mean that as well, so it's difficult to tell. It's difficult to tell.

Q. You don't know, okay.

Going back then and sticking with the email we're on, we saw that there was a response to your email about rejigging the tender report.

A. There would have been a revised tender report, yes.

Q. Was there a revised tender report, though, which catered for the £200,000 error?

A. I would imagine so. There would have been a document that got issued then that we would have used to run from, basically, from the live scheme, so ...
A. Correct, yeah.

Q. Yes.

Do you remember whether you did have a brainstorm for further ideas that Mr Blake had suggested in his email?

A. I don’t.

Q. You don’t.

If we can go back, then, to the email chain we were looking at a minute ago, [RYD00003302], page 1 and page 2 [RYD00003302/2], and let’s have them side by side, I just want to look at the bottom of page 1 and over the top of page 2.

This is an email, when we get to it, from David Gibson, right at the very bottom of page 1, he is at the TMO, 13 March, to Steve Blake, copied to Claire Williams and Peter Maddison, and he says in the second line:

“I have attached a simple spreadsheet indicating the areas we would like you to look at in relation to possible savings.

“Our target is circa £800k, which included the cladding savings already priced and any grant income to the scheme.”

Now, you weren’t copied in on this email at the time, but we can see Mr Blake’s response -- this is on page 1, the left-hand side of the screen -- on 13 March, the same day:

“Hi David,

“Understand what’s required and see no reason why this can’t be achieved.

“Your spreadsheet says a Tuesday pm meet rather than Monday pm as email which would work perfectly.

“As requested we will respond early Monday regarding opportunities for savings and timescales.

“Look forward to meeting you.”

Now, Mr Blake’s response, as we can see, comes at 18.30 on 13 March, which is just a little over five hours after David Gibson’s message to him at 13.14 on that day. You see that.

Then if you look up at the top of page 1, we can see from the email I showed you earlier, where it says “See email chain below and spreadsheet”, that Steve Blake then sends the spreadsheet and this message on to you, among others, at 18.37, so seven minutes after he gets it.

So just summarising it, what happens is it looks like David Gibson sends his spreadsheet and his request for £800,000-odd worth of savings in the afternoon, Steve Blake then responds to him at 18.30, and then sends that on to you, among others, at 18.37.

My question is: did you and Mr Blake discuss Mr Gibson’s email before Mr Blake responded to Mr Gibson --

A. Not from memory, no.

Q. -- during that five-hour period on the afternoon of 13 March? You don’t remember?

A. No.

Q. No.

Do you know or remember whether Mr Blake had any discussion with anybody else at Rydon before he responded to Mr Gibson at 18.30 saying, “see no reason why this can’t be achieved”?

A. I don’t know.

Q. Is it fair to say that Rydon’s position, from your recollection, was that it would find the required savings come what may?

A. I think that was the intention, yeah.

MR MILLETT: Right.

Mr Chairman, I am mid-stream somewhat, but this is probably as convenient a moment as any.

SIR MARTIN MOORE-BICK: Yes, I think it is time we had a break now.

Mr Maynard, we are going to have a short break now.

I must ask you, please, not to talk to anyone about your evidence or anything relating to it while you are out of the room.

THE WITNESS: Yes, no worries.

SIR MARTIN MOORE-BICK: If you go with the usher, she will look after you.

Sorry, I should say we will come back at 11.45.

Pause

Thank you, 11.45.

(A short break)

(11.32 am)

(11.45 am)

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

THE WITNESS: Yes.

SIR MARTIN MOORE-BICK: Thank you.

Yes, Mr Millett.

MR MILLETT: Thank you, Mr Chairman.

Mr Maynard, can we go back to the email we were looking at before the break at [RYD00003302/2], and look at the email that Steve Blake sent David Gibson at the TMO at 18.30 on 13 March, the second email down on that page, where he says:

“Hi David,

“Understand what’s required and see no reason why this can’t be achieved.”
And you will recall that the "this" was the savings of £800,000. We looked at whether or not you had discussions about that.

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

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

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

A. No.

Q. You didn’t have any discussions?

A. I don’t believe I had any discussions, no.

Q. Right.

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

A. I don’t remember seeing this particular document; however, I do remember seeing the schedule of the savings.

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

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

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

Then we see, “Proposed VE cost savings”, and there is a list of items there. The second is a PVC window reveals in lieu of birch-faced plywood, 74,000-odd, and then we get the four options for the cladding. You get Reynobond natural zinc cladding cassette in lieu of Proteus zinc cladding cassette, a saving of 157,000-odd; then you get Reynobond natural zinc cladding face fix in lieu of Proteus zinc cladding cassette, saving of 279,000-odd; then you have Reynobond standard silver colour aluminium cladding cassette in lieu of Proteus zinc cladding cassette, a saving of £419,000-odd; and then, finally, you have Reynobond standard silver colour aluminium cladding face fix in lieu of Proteus zinc cladding cassette, with a saving of £576,000-odd.

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

A. When the project goes live, then yes.

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

A. Yeah.

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

A. Yeah.

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

A. I don’t remember being at that meeting.

Q. Do you remember whether you assisted with preparing the
options which were to be presented to the TMO at that meeting?

A. I don’t think I did, no.

Q. Now, let’s look at [RYD00003489]. This is an email from Katie Bachellier of 20 March 2014, so two days after that meeting and six days after the 14 March email we were looking at earlier, sent to Peter Maddison and David Gibson at the TMO, copied to Simon Lawrence and Steve Blake, and the subject is “Grenfell Tower Value Engineering”, and there are some attachments to that email: “VE Options 18.03.14”, “Cladding VE Options 18.03.14”. She says:

“All.

“Further to our meeting on Tuesday, please find attached our summary list of Value Engineering options.”

Now, just bear in mind this is a document that’s going to the TMO from Rydon.

Right. Let’s look at one of the attachments.

I want to look at “Cladding VE Options”, the second one, dated 18 March 2014. We will find that at [RYD00003491], please, and there it is. You can see the savings there, the four for the cladding: alternative ACM cladding, wasn’t it, at £376,000; yes?

A. Yeah.

Q. The next largest was cassette fixed ACM with a saving of £293,000-odd; alternative aluminium system cassette, £202,000-odd; alternative zinc face-fixed, zinc cassette, 100,000-odd; alternative zinc face-fixed, 293,000-odd; alternative aluminium system face-fixed.

A. Yeah.

Q. The next largest was cassette fixed ACM with a saving of £293,000-odd; yes?

A. Yeah.

Q. We may come back to this, but keep those figures in your mind. I’m sure they’re familiar to you.

Q. If we look at page 2 (ART00002256/2) of that minute, and look at point 2.1. There is a heading under section 2, item 2, “Proposed savings referenced in tender submission”. 2.1:

81

83

1. 376,000-odd.
2. Now, this shows -- and it’s self-evident, but let me just put it to you -- that the biggest saving that was to be passed on to the TMO was available for face-fixed ACM cladding, wasn’t it, at £376,000; yes?
3. A. Yeah.
4. Q. The next largest was cassette fixed ACM with a saving of £293,000-odd; yes?
5. A. Yeah.
6. Q. We may come back to this, but keep those figures in your mind. I’m sure they’re familiar to you.
7. A. Yeah.
8. Q. And you’re there with Alan Sharrocks and Simon Lawrence from Rydon, as well as Christina Stephanou, who was the Rydon RLO. Yes?
9. A. Yes.
10. Q. If we look at page 2 (ART00002256/2) of that minute, and look at point 2.1. There is a heading under section 2, item 2, “Proposed savings referenced in tender submission”. 2.1:

11. “There is a potential saving of up to £376,175 that could be realised through changes to the proposed cladding. Savings can be achieved by changing the material and the method of fixing. Changing from zinc to aluminium and using a face fixing, rather than cassette, would save the most money.”

12. Do you know who said at that meeting that there was a potential saving of up to £376,175?
13. A. No.
14. Q. Now, is it fair for us to assume that you were the person at Rydon who led the discussions about cost at that meeting?
15. A. No.
16. Q. Who would have done, if it wasn’t you?
17. A. It would either be the contracts manager, who generally, like I said, was the point of contact, so he would have led it, or it could have been from the client’s side.
18. Q. The figure of £376,175 was the figure which Ms Bachellier’s spreadsheet --
20. Q. -- had produced, hadn’t it?
22. Q. The one we’ve just looked at.
23. A. Yeah.
24. Q. “Cladding VE Options”. It’s not the figure, is it,
given to Katie Bachellier by Mark Harris of Harley on 14 March that we looked at, was it?
26. A. No.
27. Q. Because that figure was £576,973.
29. Q. When you heard at the meeting that the potential saving was 376,000-odd and not £576,000, why didn’t you correct it?
30. A. The -- well, that’s the saving that Rydons were offering.
31. Q. It is, but it wasn’t correct to say there was a potential saving of up to 376,000, because the truth was that the potential saving was 576,000.
32. A. Yeah. That was the saving that had been offered to Rydon.
33. Q. Exactly. So why didn’t you say at the meeting, “Well, actually, the potential saving is 576, not 376”?
34. A. Well, clearly that was the figure that Rydons had submitted as a saving that they were offering.
35. Q. But it wasn’t the saving that was available, was it?
36. A. No, it appears not.
37. Q. No. So why didn’t you tell the TMO that the saving that was available was £576 and not, as you did, £376,000?
38. A. Sorry, the figure that Katie had put on her sheet was the 376.
Q. Yes.
A. Yeah.
Q. Yes, it is, we have established that.
A. That’s right. So that’s the figure that Rydons were offering.
Q. It is, but it wasn’t the figure that was available to the TMO.
A. Because that wasn’t the saving that Rydon wanted to give.
SIR MARTIN MOORE-BICK: Are we going to explore how the figure...-
MR MILLETT: Yes.
SIR MARTIN MOORE-BICK: Right.
MR MILLETT: We are.
Right. So can we leave it like this: that you were content for the TMO to live under the assumption that the savings that could be made in respect of proposed cladding were up to £376,000 but not more?
A. That’s right, yeah.
SIR MARTIN MOORE-BICK: Well, I think, to be fair to Mr Maynard, what he is saying is that was the potential saving to the TMO. Was it his decision? If not, he was probably stuck with it, wasn’t he?
MR MILLETT: Well...
SIR MARTIN MOORE-BICK: That’s why I asked whether we’re going to explore how the figure came to be what it was.
MR MILLETT: Yes, we are, but we are looking at the statement that is made here to the TMO.
Did you have any reason to think at that meeting that the TMO knew or thought that there was any more than £376,000 available in respect of the cladding by way of a saving?
A. No, otherwise potentially they would have raised it, or Artelia, their cost advice people, might have raised it.
Q. Let’s look at an email, [RYD00004916]. This is an email of 22 May 2014, so some seven weeks later, from Simon Lawrence to Claire Williams, copied to you, Mr Maynard.
There are two attachments to that. You have the “VE Options 18.03.14” and “Cladding VE Options 18.03.14”, and I’ve shown you the second of those attachments already.
Simon Lawrence says:
“Hi Claire,”
“Further to our conversation earlier I’ve try to identify what I can at the moment for your financial report. I’ve attached the early cost saving calculations that were originally sent to yourselves so we have a starting point for reference.
1. Goods news hot of the press, is that what we believed to be a more expensive ACM cladding finish (Natural Aluminium) isn’t going to be. The manufacturers have confirmed that they are willing to supply it at the same price as the other ranges previously discussed. Therefore the savings stay the same as per attached. £293,368 (cassette) or £376,175 (face fixed)."
As we can see, Mr Lawrence attached the two documents which Ms Bachellier had attached to her 20 March email we looked at before.
Again, these figures were not the savings which were in fact being provided by Mr Harris of Harley on
14 March, were they?
A. No.
Q. You could see from this email that Simon Lawrence was materially understating to Claire Williams the extent of the savings actually available in respect of the ACM panels; do you see that?
A. Yeah.
Q. Did you take that up with him? Did you seek to ask him...
Q. -- from Rydon. So we can assume that you were there to
A. No.
and Simon Lawrence; there was nobody else there --
Q. Yes. Apart from Mr Bethel as a surveyor, you were there
A. I was there, yeah, for that reason, yeah.
meeting?
Q. Is it fair to assume that you were there to deal
A. Mm-hm.
now to cladding that Harley had made available to it ?
A. Correct.
figures that Harley were offering Rydon on the other.
Q. Is that wrong, he was an estimator?
A. Yes.
positions on each option, of what Rydons had offered
back as a saving, and what Harleys had offered, so he
could see the full picture.
Q. I see. Did he tell you, do you remember, why he wanted
that summary?
A. Just so he was -- he had all the information at hand.
Okay.
Now, we will come back to that email in due course,
I think, but can I just go first to another document,
{ART00008955}. These are the minutes from the pre-start meeting on 13 June 2014, and we can see who was present.
There were representatives there from the TMO, Artelia, and then Simon Lawrence and you were there from Rydon, as well as Jason Bethel. Yes?
A. Yes.
Q. And he is one of your surveyors, I think?
A. He was an estimator.
Q. Right. It says surveyor, which is why I say --
A. Yes.
Q. Is that wrong, he was an estimator?
A. Yes.
Q. I see.
If we look at the top of the page, the objective is ,
"Pre-start meeting and review of contract costs ", you see?
A. Mm-hm.
Q. Is it fair to assume that you were there to deal specifically with the contract costs aspect of the meeting?
A. I was there, yeah, for that reason, yeah.
Q. Yes. Apart from Mr Bethel as a surveyor, you were there and Simon Lawrence; there was nobody else there --
A. No.
Q. -- from Rydon. So we can assume that you were there to deal with the contract costs.
Now, if we can turn to page 4 {ART00008955/4}, we can look at item 8.1 together, and this is under "Review of Contract Costs ". There it says:
"Original tender sum is [£9.2 million-odd]. The savings that [Rydon] have confirmed are as below:"
Area: cladding, saving: £293,368.
Again, I think this is a question I have asked a number of times, but let me just put it again: this wasn’t the figure that had in fact been offered by Harley to Rydon, was it? We saw that they had offered just about £420,000.
A. Yeah.
Q. Yes.
Now, we have heard Mr Lawrence’s evidence, we have heard Mr Blake’s evidence on this point, and we have heard yours, I think, a little bit. But can you in general terms confirm two things for us: first of all, that Rydon was not intending to pass on all the savings on cladding that Harley had made available to it? And secondly, that Rydon was intending to keep the difference for its own benefit --
A. Correct.
Q. -- in order to boost its profit margin?

Harley got to its savings. That’s one question. But the saving for aluminium cassette of £293,368 as opposed to £420,000 is a very precise number. It’s precise to the last pound. My question is: how did Rydon arrive at the savings offered to the TMO in contradistinction to the savings being made available to it by Harley for that item?

A. I don’t know.

Q. Who does know?

A. Well, I imagine Katie put the figures together, so I would imagine she may know.

Q. Do you know how she did it?

A. No.

Q. Did you ever ask her?

A. No.

Q. Did it not occur to you, as the senior surveyor, to -- a difference and that a decision had been made not to pass on the full savings, how that partial amount of saving had been arrived at?

A. No, I was --

Q. Why was that?

A. -- looking at the headline figures.

Q. I know, but were you not curious to know how Rydon was arriving at the figure it was prepared to pass on?

A. Yeah.

Q. When you became commercial manager on this project, did you need to understand the figures in depth? I was reporting at a high level. So as long as I know what my cost and my value is and I’m aware where it’s going, and I’m reporting that to Steve as an overall job forecast, then that’s where my job lies. The detail is normally the job surveyor would get his head round the detail.

Q. If it was Katie Bachellier who had calculated the figure, was it not your job, once you became commercial manager, to understand how she had calculated it so as to be able to support the decision to pass that much lesser figure on to the TMO?

A. These figures were created before I became her line manager, so, no, I didn’t feel the need to know the ins and outs. These figures were submitted and set in stone. They were what they were, in my opinion, at the time.

Q. Who had made the ultimate decision to offer savings of £293,368 as opposed to £293,369?

A. That I don’t know.

Q. Right.

Let’s turn to a slightly different topic, which is Harley’s own costing error.

(RYD00009396), please. Now, this is an email from Simon Lawrence to Steve Blake and you on 23 June. If we go to (RYD00009396/3), that’s the top email in the chain, we can see that there is an email first on 18 June from you to Mark Harris, copied to Mike Albiston at Harley and Simon Lawrence at Rydon. The subject is “Grenfell Tower - price build up”, and you say: “Mark, "Apologies for the delay!"

You say: “Further to our meeting on Monday, we confirm the following:

“1) Your current quotation for the Zinc Cladding option is £3,218,360 for the external envelope works.

“2) We require your lump sum all risk price for the zinc cladding option to be discounted by 5% to £3,057,442.

“3) Savings to be considered by our Client which would be deducted from the above are currently:

"a) Cladding - Aluminium cassette in lieu of zinc - (£419,267)." 

"b) Cladding - Aluminium Face fixed in lieu of Zinc - (£577k)."

I don’t need to go into the louver panel. Pausing there, it’s not correct to say that these were savings to be considered by your client, were they? Your client, the TMO, didn’t know about these savings.

A. No, they knew about the savings related to those products.

Q. Now, just pausing there, is it fair to say that you were giving the impression to Mr Harris that you were passing on to the TMO the whole of the savings that Harley had offered Rydon?

A. No.

Q. Well, you see, it says, “Savings to be considered by your Client which would be deducted are currently”, and you can see cladding aluminium cassette in lieu of zinc, 419,000. That’s the Harley offered figure, isn’t it?

A. Yeah.
Q. But you weren't asking the client to consider 419,000, were you?
A. No, I was confirming to Harleys that the savings that they considered is related to the aluminium cassette or the aluminium face-fixed. I'm not making reference to the actual figures to them, I'm saying these are the two options that are currently being considered.
Q. I see what you mean. So -- I see. You didn't anywhere tell Harley that in fact you weren't asking the client to consider £419,000 worth of savings for aluminium cassette in lieu of zinc --
A. No.
Q. -- but a much lesser figure?
A. No.

A 5% discount is where we need to get to based on the actual figures to them, I'm saying these are the two options that are currently being considered.

Q. Look back at your witness statement, if we can, paragraph 15 on page 2 {RYD00094346/2}. You say there:

"A 5% discount is where we need to get to based on the actual figures to them, I'm saying these are the two options that are currently being considered."

A. That's right, yes.
Q. Yes, but you and Mr Lawrence.
A. Yes.
Q. Yes, but you and Mr Lawrence.
A. Yes.
Q. That means that Rydon wouldn't lose any profit itself at all. That was the idea, was it?
A. Yes.
Q. And specifically he was asking you to do that, wasn't he?
A. He was asking us to do it as a project team, but yes.
Q. Yes, but you and Mr Lawrence.
A. Yes.
Q. You're the only recipients of this email.
A. That's right, yes.
Q. Look back at your witness statement, if we can, paragraph 15 on page 2 {RYD00094346/2}. You say there: "I understand that there were errors in Harley's supply chain, but having little success."

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

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

A. He's saying "back up the chain", so potentially, yes.
Q. And specifically he was asking you to do that, wasn't he?
A. That's right, yes.
Q. Look back at your witness statement, if we can, paragraph 15 on page 2 {RYD00094346/2}. You say there: "I understand that there were errors in Harley's supply chain, but having little success."

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

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

A. Yes.
Q. And specifically he was asking you to do that, wasn't he?
A. That's right, yes.
Q. Look back at your witness statement, if we can, paragraph 15 on page 2 {RYD00094346/2}. You say there: "I understand that there were errors in Harley's supply chain, but having little success."

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

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

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

Q. Yes, there is, but we're going to come to that.
A. We didn't dismiss it straight away, that's not the kind of company we are. If they had made a genuine error then we need to discuss it. But likewise we heard it out and probably put it on the back-burner until the final account was agreed, is probably where the intention would be: "Look, we understand that there is a problem there, we'll review it later on", and I believe that's how it was left.
Q. Yes. I mean, your statement says: "... it was Harley's error. There were discussions over whether Harley would bear the cost ..."
A. Yeah.
Q. I'm just putting to you that in fact you were intimately involved in those discussions.
A. Yes.
Q. Yes.

If you go to [RYD00009596] we can see what happened next. Can we have pages 1 and 2 [RYD00009596/2] of that email run put up together side by side, please. If we look at the bottom of page 1, we can see Mike Albiston's response to you of 23 June, no one else copied in, where he says:

"Hi Zak

I've been through my cost error on Grenfell Tower and enclose the following to explain what happened:"

That's page 1. Then over the top of page 2 he sets out the detail of how it came about, and in essence -- and I'm summarising this -- for the ACM fix they had offered you £576,000-odd, but that had not included a figure of about £200,000 for flashing, smoke stops and supports for the crown, whereas the original cost for the zinc did. That's right, isn't it, I think? That explains the --

A. It looks like that, yeah.
Q. Yes, that's right.
A. Yeah.
Q. If you look at the middle of page 1 -- sorry, I should just say the cost saving for ACM cassette was given as £419,000-odd, and again the error was the same, but the cost used for cassette was more accurate and that meant that the shortfall was 40,000. So they had an error of 200,000 in their own saving --

A. Yes.
Q. -- of 200,000 for the face-fixed and 40,000 for the cassette.

Then if we see the next email, middle of page 1, you pass this email on to Katie Bachellier on 24 June and you say:

"FYI - Funny how their issue takes us to our saving that we offered the client on the face fixed !! Inside knowledge perhaps?"

Above that, Ms Bachellier comes back to you and suggests to you:

"Can we go 50/50 with Harley as it was their cock-up?"

You respond at the top, same day, 24 June:

"Probably go 50-50 on the face fixed as we would still pocket £100k on that, however the cassette I would probably offer 75-25 as 50-50 would only leave us with £47k gain."

Now, when you say there Rydon would still pocket £100,000 on that, do you mean that that would add £100,000 to Rydon's profit?

A. No. Well, it means that we would still have a hundred grand's worth of profit in that --

Q. 1 --

1. Q. I see, over and above that which had been disclosed through its saving to the TMO?

2. Q. I just want to ask you a number of questions.

3. Q. I just want to ask you a number of questions.

4. Q. I just want to ask you a number of questions.

5. Q. I just want to ask you a number of questions.

6. Q. I just want to ask you a number of questions.

7. Q. I just want to ask you a number of questions.

8. Q. I just want to ask you a number of questions.

9. Q. I just want to ask you a number of questions.

10. Q. I just want to ask you a number of questions.

11. Q. I just want to ask you a number of questions.

12. Q. I just want to ask you a number of questions.

13. Q. I just want to ask you a number of questions.

14. Q. I just want to ask you a number of questions.

15. Q. I just want to ask you a number of questions.

16. Q. I just want to ask you a number of questions.

17. Q. I just want to ask you a number of questions.

18. Q. I just want to ask you a number of questions.

19. Q. I just want to ask you a number of questions.

20. Q. I just want to ask you a number of questions.

21. Q. I just want to ask you a number of questions.

22. Q. I just want to ask you a number of questions.

23. Q. I just want to ask you a number of questions.

24. Q. I just want to ask you a number of questions.

25. Q. I just want to ask you a number of questions.

26. Q. I just want to ask you a number of questions.

27. Q. I just want to ask you a number of questions.

28. Q. I just want to ask you a number of questions.

29. Q. I just want to ask you a number of questions.

30. Q. I just want to ask you a number of questions.

31. Q. I just want to ask you a number of questions.
Q. If you look at the bottom of the email, you go on to say, "Harleys allegedly [in bold] don’t know what our savings are.” Why did you put “allegedly” in bold?
A. Just because it was -- conveniently, the figures were looking like the figures that we had put together.
Q. Were you hoping that Harley didn’t know what savings Rydon was offering to the TMO?
A. Well, ideally you don’t want them to know.
Q. No. And did you use the word “allegedly” because you suspected that they might well have known?
A. It was just a jovial comment.
Q. Okay. Jovial why?
A. Just -- that was just a comment in an email.
Q. I mean, had Harley let on to you anything that led you to think they might have twigged?
A. No.
Q. Now, I mean, £47,000 gain clearly wasn’t going to be enough, was it?
A. It’s not ideal, but that’s why I was laying it out, so that people could make a decision.
Q. Right.
A. Yeah, I think I was joking in that bit. I think the faces of -- the figures were looking like the figures that we had put together. That was a precursor to this. Perhaps we just ought to look at page 1, bottom, is you writing to Mark Harris and {RYD00009681/2}.

Page 1, bottom, is you writing to Mark Harris and saying you have been catching up with emails. If we just look at the rest of that, look at page 2. You are there offering the 5% discount. So that’s the context of what I want to show you.

If you go back to page 1, Mark Harris comes back to you on 24 June:

“Hi Zak,

Many thanks for your response.

I confirm that we agree with the baseline figure, based on the zinc option with a 5% discount. With regards to the other items on your list, I will send a separate response (in response to your other email) but would comment that most of the items are acceptable, but I will need to make a comment against Items 10 and 12.”

We don’t need to look at that.

Then he basically thanks you and apologises.

It looks from this that you had persuaded Harley to accept a 5% discount on the original baseline figure for savings for the zinc cladding. Is that how this should be read?

A. The -- that’s the 5% discount on the baseline cladding option, which was the zinc, not --
A. Yes.
Q. That means or meant -- just help me with this -- that Harley's revised savings on cassette of £370,000-odd was still higher than the figure of which the TMO had been informed, namely 293,368.
A. Correct.
Q. I see. That meant a £77,000-odd potential extra, if you like, for Rydon; yes?
A. Yes.
Q. And then Harley's revised savings on the face-fixed at £24,000 was still higher than the figure of which TMO had been informed of 376,000-odd, and that meant a 148,000-odd bonus for Rydon if that was the option.
A. Correct.
Q. Yes.
A. Yes.
Q. Yes.
You then sum that up, I think -- well, I should just show you the next email. Mark Harris comes back to you and essentially accepts that on 9 July, as we can see from the email on page 1. Yes?
Then if we look at the top of the first email, the top of the first page, Zak Maynard to Steve Blake and Simon Lawrence, this is 9 July, you now go back to Steve Blake and Simon Lawrence and you say: "FYI - not a bad position."
A. I assume I just -- it appears that way, yeah.
Q. I see. So it's rounded up from 77 on the cassette?
A. Yeah, so I've clearly -- I'm assuming I'm just rounding that up there, I can only think that's the only reason why --
Q. I see. So it's rounded up from 77 on the cassette?
A. I assume I just -- it appears that way, yeah.
Q. At this stage, cassette hadn't been finally selected, had it?
A. I don't believe so, no.
Q. In fact, face-fixed would not be £100,000, it wouldn't be £148,000 on these revised figures.
A. Yeah.
Q. So I'm just trying to work out why you plump for 100.
A. It looks like I've pitched it in the middle. I don't know. I honestly don't know where that -- why I have come up with that figure.
Q. You can't explain?
A. I didn't know we had reached an agreement on that. So, yeah, I didn't remember we had reached an agreement.
Q. Right. When you were preparing your statement, were you not shown these emails?
A. I didn't see -- I didn't see that, no, that it had been finalised.
Q. Okay.
In general terms, do you accept this as a proposition: that you personally were driving as hard as you could for Harley to bear as much of the cost as possible and for you to make as big a saving as possible?
A. I was doing my job as best as I could, yeah.
Q. You say you were doing your job as best you could; does that job include driving as hard as you could for Harley to bear as much of the cost of the cladding options as possible?
A. No.
Q. Okay.
In your statement -- we've seen it before -- you say you don't recall the outcome of the discussions about the Harley error, but we can see from these emails that you were very intimately involved. Can you explain why, when you wrote your statement, you didn't deal with these in detail?
A. I didn't know we had reached an agreement on that. So, yeah, I didn't remember we had reached an agreement.
Q. Right. When you were preparing your statement, were you not shown these emails?
A. I didn't see -- I didn't see that, no, that it had been finalised.
Q. Okay.
In general terms, do you accept this as a proposition: that you personally were driving as hard as you could for Harley to bear as much of the cost as possible and for you to make as big a saving as possible?
A. I was doing my job as best as I could, yeah.
Q. You say you were doing your job as best you could; does that job include driving as hard as you could for Harley to bear as much of the cost of the cladding options as possible?
A. No.
Q. Okay.
In your statement -- we've seen it before -- you say you don't recall the outcome of the discussions about the Harley error, but we can see from these emails that you were very intimately involved. Can you explain why, when you wrote your statement, you didn't deal with these in detail?
A. I didn't know we had reached an agreement on that. So, yeah, I didn't remember we had reached an agreement.
Q. Right. When you were preparing your statement, were you not shown these emails?
A. I didn't see -- I didn't see that, no, that it had been finalised.
Q. Okay.
In general terms, do you accept this as a proposition: that you personally were driving as hard as you could for Harley to bear as much of the cost as possible and for you to make as big a saving as possible?
A. I was doing my job as best as I could, yeah.
Q. You say you were doing your job as best you could; does that job include driving as hard as you could for Harley to bear as much of the cost of the cladding options as possible?
A. No.
Q. Okay.
In your statement -- we've seen it before -- you say you don't recall the outcome of the discussions about the Harley error, but we can see from these emails that you were very intimately involved. Can you explain why, when you wrote your statement, you didn't deal with these in detail?
Regeneration team ...

Et cetera...

Do you recall how it came about that Mr Elliott was trying to reach you at that time?

A. Yeah, I think there was some discussions in relation to some ECO funding which the client could get the benefit from, and I think Simon Lawrence had been dealing with it, and that’s how I think this came about with regards to that, the opportunity to perhaps secure some additional funding for the client.

Q. Do you know how or why Tom Elliott was given you as the contact person at Rydon to speak to on these matters?

A. I think he -- they needed some information about the scheme, perhaps areas, because I think I’ve responded in an email above there.

Q. Yes.

A. Given him some information. It might have needed, like, an email above there.

Q. Do you have any particular understanding at the time, with -- dealing with those things at the time.

A. No.

Q. Did you ever have any understanding of the contact person at Rydon to speak to on these matters?

A. I think he -- they needed some information about the scheme, perhaps areas, because I think I’ve responded in an email above there.

Q. Yes.

A. Given him some information. It might have needed, like, an email above there.

Q. Do you have any particular understanding at the time, with -- dealing with those things at the time.

A. No.

Q. Did you ever have any particular understanding at the time, with -- dealing with those things at the time.

A. Not specifically, no.

Q. Did you understand what Mr Elliott meant when he said there was a Euro class fire rating of A1?

A. No.

Q. Did you take the trouble to understand or to try to understand what he meant and investigate it?

A. Simon was dealing with this particular item, so it would be left with Simon to deal with from the production side.

Q. Okay. Now, if we go to page 1 (RYD00006697/1) of this document, or this run, this is an email of 10 June --

A. Yeah.

Q. -- to you, in response to your message to him.

A. Yeah.

Q. He says in the first main paragraph:

"Thanks again for the information. I noticed on your website that you are planning on attracting ECO funding to the project, and thought it important to make you aware that the only insulated rainscreen cladding system available at the moment which attracts ECO funding is our Rockwool duo-slab."

Then he says in the last sentence:

"The system is a combination of Rockwool dual density insulation and Rockpanel lightweight cladding, both of which have superior fire ratings of Euro class A1."

I take it from your last answers that you didn’t have an understanding of what Euro class A1 was at the time?

A. No, which is why it has been forwarded on to Simon.

Q. You do indeed do that the same day, in fact two minutes later, "FYI".

A. Yeah.

Q. If we look at the third paragraph of Mr Elliott’s email of 4 June, he says:

"All stone wool insulation comes with a euro class fire rating of A1, and therefore our systems are particularly suited to high-rise and school refurbishment in accordance with BR 135 and BB100.

These systems also include the unique 4 in 1 benefits of Rockwool products: fire protection, acoustic performance, highly durability and fully recyclable.

Did you at the time note that paragraph? Did you read that and think about it?

A. No, No.

Q. You didn’t?

A. Yeah.

Q. If we look at his response to you, we can find that not actually here, it’s a different document, (RYD00007567), please. He says there:

"Something for the Harley inclusions! Make sure they use appropriate insulation to achieve grant funding. They normally use Duo Slab anyway so shouldn’t be an issue."

What did you understand Mr Lawrence to mean there by "Harley inclusions"?

A. When we issued out an instruction, we try and give it a bit of detail, and put some items that we would like them to include in there, in their order package, and that normally comes out of discussions with the contracts manager and the project manager, from a technical perspective, to see if we can try and pick everything up.

Q. Right.

Did you have any idea about what the appropriate insulation might be in order to achieve grant funding?

A. No.

Q. So did it surprise you that Mr Lawrence was asking you to ensure that Harley used appropriate insulation?

A. He’s just making a comment to make sure we pick it up when we’re placing the order to try and make sure those...
When you got this email from Mr Elliott on 4 June, did you look at this façades guide?
A. No. I would have just forwarded it on to Simon to review.
Q. I see. Did you have any discussions with Simon Lawrence about the façades guide?
A. No.
Q. Can I ask you to look at [RYD00009724/2], please. Now, this is an email from you to Mark Harris, copied to Mike Albiston and Simon Lawrence, of 18 June 2014. Now, it’s an email we looked at earlier on in the context of the pricing, and I didn’t show this to you because we were going to come back to it, as we now do. Just to be clear about what it is, it’s your email to him, and the comments in red are his response. I just want to focus with you, if I can, at item 12. We can see that you did suggest to Harley there:

“Rockwool Duo-slab insulation to be used to ensure Eco Funding secured on the project.”

Just pausing there, is that where the Harley inclusions happened?
A. That’s right, yeah.
Q. I see.
A. So it’s the checklist there where we send it to them,

“This is what we want in your package”.

Q. That clarifies that, then.
A. Yeah.
Q. We can see his response.
A. I don’t remember if we did, because I don’t know whether we went down that route.
Q. Right.
Why did Mr Lawrence ask you and nobody else, in looking at this email, to ensure that Harley were using appropriate insulation to achieve grant funding?
A. Just because we would be the ones in surveying to list it out in an instruction when we -- when we issued the letter of intent, for example, we try and put things in there that we wanted to put in their package, so it was just an aide memoire, let’s remember this as a potential item that needs to go in there.
Q. Do you remember whether you did?
A. I don’t remember if we did, because I don’t know whether we went down that route.
Q. Can we look at {RYD00005697}, please. This is the email we went down that route.
A. No.
Q. Can I ask you to look at {RYD00009724/2}, please. Now, this is the introductory email from Tom Elliott. I am not sure where we go with this?
A. Yeah.
Q. That was the instruction to you to make the inclusion?
A. Yeah.
Q. I see.
A. You can see what’s said in red.
Q. Can we look at [RYD00009724/2]?
A. Yes.
Q. Mr Harris’ response is:

“We have been contacted by Rockwool in this regard. They advise that unless they supply the cladding panels, rails, and insulation as a complete system, Eco Funding would not be available to the client on this project. Whilst we are happy to use Rockwool as an insulation product, our bid is based on using Reynobond panels, and aluminium rails from a supplier yet to be confirmed. I am not sure where we go with this?”

Now, we can see that Mr Harris had made clear there that Rockwool panels and insulation had not been quoted for by Harley, because its bid was based on Reynobond. Is it fair to say that he was really just leaving that with you to decide what to do next?
A. He was leaving that with Rydons to say, if they are going down the ECO funding route, what do we do. So, yeah.
Q. Had you failed to appreciate that Harley’s bid was based on Reynobond?
A. No, what that’s saying there is it’s a complete system, so in order to get ECO funding you have to use their cladding panels and rails as well as the insulation rather than using a different panel. So I think that’s -- that’s the issue there, that’s what he is raising, basically.
Q. Was there a problem with Harley quoting for the complete system?
A. Er --

Q. The Duo-slab and Rockwool system?
A. Not as far as I’m aware.
Q. Because he says, “our bid is based on using Reynobond panels”.
A. Yeah.
Q. Was there any reason why you couldn’t go back to him and say, “Well, I know that, but can I please have a quote now for Rockwool and Duoslab?”
A. Yeah, we could have done. I’m not sure, as I say, why we didn’t. I think I would have forwarded that question...
Q. Now, look at {HAR00000397}, please. Let’s just round
25
A. Yes.
24
23
Q. We know that ultimately Rockwool wasn’t used. You know
22
21
Q. Right. Did you take any further action yourself to
20
A. I didn’t take any further action, no, and I don’t know
19
22 Q. Do you know why that is?
18
A. Yes.
17
16
Q. You didn’t.  
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Q. Did you understand at the time that unless a particular 
product had been tested for use over 18 metres in the 
precise configuration and precise material set-up that 
was to be used on the building, or had a desktop study 
or holistic engineering, then it had to be of limited 
combustibility?
19
A. I didn’t know that, no.
18
Q. You didn’t.  
17
16
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Q. Did you understand that Rockwool was a material of 
limited combustibility, but RS5000, which was the 
insulation that was to be used, was not?
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A. No.
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Q. You didn’t.  
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You go back to him and say:
"And we can’t even increase the savings on the 
cladding now to help out as they are true savings!!"
What did you mean by that? What did you mean by 
"true savings"?
A. Just that the savings have eroded away, so that now 
there’s not much difference between the savings offered 
to the client and the savings getting from 
the subcontractor, so there’s a decision to be made on that.
Q. Right. Did you take any further action yourself to 
follow up the use of Rockwool insulation on Grenfell?
A. I didn’t take any further action, no, and I don’t know 
where the further discussions went after that.
Q. We know that ultimately Rockwool wasn’t used. You know 
that? Yes?
A. Yes.
Q. Now, look at {HAR00000397}, please. Let’s just round
off a particular point we have been looking at together.
This is the envelope package given to Harley. This is 
appendix A. I think this formed appendix A to the LOI, 
didn’t it?
A. Yes.
Q. Yes, that was the full scope which had the figure in it 
which was fully authorised. We saw that earlier this 
morning.
Can we look at page 4 {HAR00000397/4}, under 
"Qualifications ", and this is, at item 5, a reference to 
Duoslab. It says:
"Rockwool Duo-slab insulation to be used to ensure 
Eco Funding secured on the project."
Were you aware that appendix A had actually 
contained Rockwool Duoslab to be used to ensure 
ECO funding from the outset?
A. Well, yeah, we put that in there, so yeah. I mean, at 
this stage the design is still ongoing and the design is 
still to be developed, so, yeah, this is still -- this 
is setting out a baseline for their package, knowing 
that we’re giving them the design, they’ve got to go 
forward and design it accordingly, so ...
I think in terms of the chronology, this document 
comes in in July 2014, which was after the discussion
“Dear Zak,

Can you and Studio E please look at alternative window manufacturers for Grenfell Tower?

We believe that the saving could be quite substantial by changing the window manufacturer.

Please let us know?

You respond to that the same day, a little later in the morning:

“Hi Chweechen,

Our tender bid is based on Metal Technology windows.

The sizes of the windows restrict the manufacturers we could use.

An area we could look at, which was previously identified by ourselves, is simplifying the arrangement of the windows. Simon will discuss this with Studio E and our Cladding contractor in due course.”

If we go to page 1 (ART00002466/1) we can see Ms Lim’s response. She says:

“Hi Zak,

Thanks for getting back to me.

As you are aware that we are still over budget and therefore any suggestions on savings are welcome!”

Then the next email up, you say, “We will do our best!!” And she says, “Thanks Zak!!”

Is it fair to say that the budget was the driver here as well?

A. Yeah.

Q. That’s because both Rydon and Artelia were looking for any possible route to drive the costs down on this project?

A. Yeah, we were obviously clearly still over the client’s budget so they wanted to see if there was anything else we could do.

Q. Yes.

Did you in fact investigate the simplification of the window arrangements as asked?

A. Well, as I said, Simon was going to look at it with the designers and get back to them.

Q. Right. Do you know what the upshot of that was?

A. No. I mean, simplifying the arrangement could be just changing the openers or whatever, so I’m not sure.

Q. Right.

Sticking with a similar topic, or same topic really but at a different period, (RYD00038654), please. This is now the spring of 2015.

Now, this is an email from Ray Bailey of Harley to you, copied to Simon Lawrence, Mark Harris and Steve Blake and others, “Hi Zak”. The subject is the

“Internal trimming out”.

“Still haven’t been able to track down the fitter who did the internals at Ferrier.

“However, I have spoken to our estimator who prepared our quotation.

“His e-mail of 3rd Feb 2014 to Kate Bachellier, gave a price of £292,125 for the supply and installation of 10mm thick uPVC window boards.

“This price was calculated on rate based on the actual historic costs we incurred for this work at Ferrier Point.

“Whilst this project may be a little simpler, I don’t think we can meet your cost plan of £80,000.

“We thank you for the invitation to look at this element of work, but fully understand that you must place this elsewhere.”

Now, if we look at your response to Mr Bailey of the same day at the top of page 1, you say to him:

“Ray,

“Thanks for looking in to this.

“We will continue to source elsewhere.”

Now, if we then move on to a different email, or move back in time, go to (RYD00086654). This is an email we’ve seen before this morning, Mr Maynard.

It’s Katie Bachellier’s email of 11 March to Steve Blake where she is talking about cost savings. We looked at it.

If you go -- yes, that’s it, in the middle of the page, she says to him:

“... the bill figure is incorrect resulting in our tender figure being £212k lower than it should be.

I think we will recover this from Harleys by taking the timber window reveals out of their package ...”

Do you remember that? We looked at that this morning.

A. Yeah.

Q. So we’ve got that in March 2014, and we’ve got the discussion with Mr Bailey of Harley in April of 2015.

Between March 2014 and April 2015, do you remember whether Rydon at some point in that period decided to take out the timber window reveals and use uPVC instead of timber?

A. I don’t remember when, I imagine there were some design discussions over it, and I know the final decision was they were going to go uPVC.

Q. Do you know who was involved in those discussions?

A. Not specifically, no, but it would be production-led and design-led, so ...

Q. Were you involved in coming to a final cost for that substitution?

A. Yes.
Q. You were. What was the saving, do you remember, even roughly?
A. No.
MR MILLETT: If we could look at [RYD00029327].

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

SIR MARTIN MOORE-BICK: Would you rather stop at that point?
MR MILLETT: I think it is probably sensible to stop at that point, otherwise we will certainly go beyond 1 o’clock.

SIR MARTIN MOORE-BICK: Well, let’s stop there then.
MR MILLETT: Very good.

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

THE WITNESS: Yes, of course.

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

(Pause)

Good, thank you very much. 2 o’clock, please.

(1.00 pm)

(Pause)

The tender report attached has my workings on the Prelim spreadsheet, as you can see, dated 3 June.
Q. Can I ask the operator to click then on the cell of the 293,067, hear if it could be clicked on again. There, that's it. Now, you can see there that the 293,067 is the sum of a saving of 243,067 plus £50,000. Does that ring a bell with you?

A. No.

Q. Do you know who decided that the 293 should be offered on the basis of the original 243 in the tender plus 50,000?

A. No.

Q. On what we have seen -- and you can help us with this as the senior surveyor, or the managing surveyor at the time -- is it fair to summarise that what Rydon has done was to submit in the tender the sum of £243,067, hear from the TMO that more savings were needed, go to Harley and ask what further savings could be achieved, get a figure of 420,000-odd, and then decide that 50,000 precisely should be passed up to the TMO with Rydon keeping the rest?

A. It appears that way.

Q. At the bottom of page 3, we can see an email from Simon Lawrence and Adam Marriott, who I think was still the surveyor on this project at that point.

A. Yeah.

Q. Looking at the response from Simon Lawrence, 28 January. To you and Simon O'Connor, he says: “Zak/Adam, I’ve just been up to the show flat to look at the window sample, which looks good. As you know we are using the cheaper UPVC trim rather than prefinished timber board or painted mdf. I’m pretty sure that whatever we use will blow the budget in material cost, probably need to double the material budget!”

A. Apparently he’s looking at our allowance we’ve got there, “probably need to double the material budget.”

Q. Can I ask the operator to click then on the cell of the 293,067, hear if it could be clicked on again. There, that’s it. Now, you can see there that the 293,067 is the sum of a saving of 243,067 plus £50,000. Does that ring a bell with you?

A. No.
No. I know there was discussions on site when they were looking at how to finish around the windows.

Q. Right. The reason I’m asking you, Mr Maynard, is that we asked Simon Lawrence about this document and this quotation, and he told us that within Rydon it would have been read and approved by the quantity surveyors. For our reference, that’s [Day25/37:21].

A. Yeah.

Q. That was the team I think you were leading by this stage as commercial manager, wasn’t it?

A. Yes.

Q. Yes. So my question really is: given that it would have been read and approved by the quantity surveyors, as he says, can you explain why this document isn’t familiar to you?

A. It wouldn’t always go through me, as it -- something like this would sometimes be dealt with by the project surveyor himself.

Q. Right. Who was that? Was that Adam Marriott?

A. This time Adam was copied in on this email, so ...
Q. Right.

A. Unless he -- if he felt he needed to go through it with

person in charge of him.

Q. I see.

Mr Lawrence also said that he would expect the

quantity surveyors to make sense of this quotation and

then report back as required, and that was [Day 25:37:5].

Is that the way you understood it?

A. We would make sense of it from a numbers point of view,

so we can report the numbers, but the content within it

and the technical side of things we would rely on input

from a contracts manager and a project manager to make

sure it's what they want --

Q. Right.

A. -- to be installed.

Q. I see. So it would be their responsibility to

understand and make a decision about whether Celotex

insulation should be placed to the reveals and the base

of the window?

A. Yeah, it's a team responsibility, but that's

a production decision, they're --

Q. Yes, I follow.

You can see from this section in this document that

Mr Dixon is specifying that Celotex would be used. Did

you, or, rather, did anybody in your team -- I think we

know about you -- take any steps to check whether the

materials specified in quotations such as this were

compliant with the specification for the project, the

NBS specification?

A. I can't answer that.

Q. Did you yourself take any steps to find out exactly what

the Celotex product was?

A. No.

Q. No?

A. No.

Q. No.

A. No.

Q. No.

Do you know whether there was a system in place

whereby Adam Marriott, who was the surveyor on this who

received this and who was answerable to you, took steps

to check this specification against the

NBS specification?

A. No. He would rely on input from the site team on items

such as that.

Q. Right.

Can you account for why this quotation was not

compliant with the NBS specification?

A. No.

Q. Can I ask you to look at {SEA00000169}, which is the NBS

specification, just pursuing this point a bit further,

and go to page 243 {SEA00000169/243}, please.

Just while we're on page -- well, we have shot past

an £8 million project.

Q. Right.

Just help me, then. If you didn’t get to see it as

the person in charge of the quantity surveyors’ team,

what processes did Rydon have in place for approving

quotations of this nature?

A. Generally the job surveyor and the contracts manager and

the project manager would be quite within their rights

to approve it and proceed. I mean, it would only become

an issue if it was over the budget or it was --

you know, if there was a particular issue that was

raised on it, would then it get discussed wider than

that.

Q. I see.

A. So it was dependent on the issue that -- with the cost, really.

Q. Right.

A. If there was no issue, it wouldn’t need to be discussed

any further than the project team.

Q. I see. To be fair to you, this is sent to

Simon Lawrence and Simon O’Connor, so they do get to see

it. My question is really why, of the surveying team,

only Adam Marriott gets to see it and not you, as the

person in charge of him.

A. Unless he -- if he felt he needed to go through it with

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Q. So you are familiar with it?

A. Yes.

Q. Right.

Looking at page 243, then, you can see under item 235, "Compressible insulation in gaps":

"Material: Mineral wool to BS EN 13162."

Do you remember noting or seeing that in the reference, and then:

"Manufacturer: Rockwool Limited ...

And then the product is flexible slabs, that’s the required and that the material was to be Rockwool?

A. I don’t remember noting that, no. We would rely on our subcontractors to pick that up.

Q. Right. That would depend on whether or not the subcontractors were provided with the NBS specification, wouldn’t it?

A. Correct.

Q. Do you know whether or not Mark Dixon was provided with the NBS specification in order to be able to formulate his quotation?

A. No. The project surveyor was obviously left to his own devices at that time. It started to become apparent.

Q. Well, in this case Studio E were appointed by us as our architectural designer, he would have discussions with them. Obviously it’s just as much responsibility for a site manager to understand what’s in his NBS spec so he knows what’s being installed or what should be installed before it actually gets installed. I mean, that’s the backstop. He should be aware of what’s going into his building. It wouldn’t be down to a surveyor to rule that. They don’t have the technical knowledge to do that.

Q. So you say Mr Martin was mistaken in his evidence about that, do you?

A. Yeah.

Q. Okay.

Let’s turn to a different topic. I think probably the final or at least nearly final topic, which is about responsiveness.

Can I ask you, please, to be shown [Rydon00089082].

This is an email from Neil Reed at Artelia to Simon Lawrence on 22 May 2015, copied to Claire Williams and people at Artelia, "Grenfell - Complaint".

You are not copied in on this, so I’m not going to assume that you saw it at the time. But:

"Following the progress meeting on Tuesday 19th May I set our below our frustrations with regard to Rydon’s current performance on this project, with specific reference to cost/commercial matters.

"The issues are:

1. The apparent lack of QS input on the project - we were told some time ago that your QS would be site based and provide 3 days a week but this has not materialised.

2. Lack of response to queries or enquiries around new/additional work - we have been promised quotes/cost advice in connection with changes but these are not forthcoming and delaying the clients ability to issue instructions.

3. Progress Meetings and Valuations - our QS attended the progress meeting on Tuesday but no Rydon QS was in attendance Re discussion and verification of Rydon’s next valuation."

Now, is it fair to say that all of these three issues or each of these three issues were within your remit at the time?

A. No. The project surveyor was obviously left to his own devices at that time. It started to become apparent.
Q. So the project surveyor you’re referring to in that answer was Adam Marriott, was it?
A. That was Adam at the time, and I believe -- I believe not long after this, I believe he left our employment--
Q. Right. But Adam Marriott was answerable to you as his boss?
A. Correct, yeah.
Q. So in fact it’s right, isn’t it, that actually all three of these did fall within your ultimate responsibility?
A. Yeah, ultimately, yeah.
Q. Yes. Were these concerns justified, do you think?
A. Erm--
Q. Well, let me ask it in a different way, first of all.

1. Were these concerns brought to your attention at the time?
2. A. We had had discussions --
3. Q. Right.
4. A. -- about his performance, but sometimes there’s personality clashes that cause those points.
5. Q. I understand that.
6. Let me then ask the question: were these concerns justified at the time, do you think?
7. A. They became apparent that they were justified, yeah.
8. Q. Now, we can see that Mr Lawrence then passed this email on to you.
10. Q. “Gents”, you can see that at the top of the page, the same day.
11. What steps did you take at this time to remedy the problems that Mr Reed was complaining about?
12. A. So obviously myself and Steve obviously then had to have a chat. Obviously Steve was who I reported to, and if it was to do with additional resource that we needed, I would have to have a chat with Steve, see if we can get additional resource in. If not, we had to manage it around the team, try and get other people involved to assist. I might have to assist myself and drop down to help. So we had some discussions internally like that and we looked to try and resolve it over the course of time. You can’t just sort it out within a day, everyone’s got their own day job that they’re doing. So, yeah, at the time we just had to try and manage it.
13. Q. So in a nutshell, are you saying that actually you sorted it out by spreading the workload wider because these concerns had been generated because Adam Marriott was overstretched?
14. A. I wouldn’t say he was overstretched, he just might have 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. Perhaps he had other frustrations. Like I said, I think not long after this he left. So, you know, there’s many reasons why someone might be falling behind or having issues at work.
17. Q. Right.
18. A. So...
19. Q. You say that you wouldn’t say he was overstretched, but might be struggling with the work content itself. Why would that be?
20. A. Well, I don’t know.
21. Q. Did you get to the bottom of it?
22. A. Not really. He was quite a competent guy, so what he did was normally of good quality, but potentially maybe not quick enough, and I think that was causing or began to cause Simon some frustrations and clearly the client there, that there was lots of outstanding issues that had started to build up, so...
23. Q. Right. The first complaint is that the QS wasn’t providing three days a week of site presence.
24. A. Yeah.
25. Q. That’s not to do with struggling with the work content.
26. A. No.
27. Q. Can you explain why he wasn’t on site three days a week as promised?
28. A. Well, one, I’m not sure who made that promise. It certainly wasn’t me. Our surveyors weren’t generally site-based, they were generally office-based. So clearly they had been told that there was going to be someone on site, and it’s -- you know, sometimes it’s not as productive for someone to work on site, they can sometimes get more done when they’re in the office. So it was a discussion, obviously with Steve, Simon and myself, of: well, where is he actually best suited?
1. Was James Clifton another of your surveyors?
2. Q. Was that a satisfactory outcome?
3. 1. correspondence around invoices please.”
4. A. So just pausing there, it looks as if Adam Marriott
5. had gone by 22 June 2015.
6. Q. That’s not long after --
7. A. No.
8. Q. -- the lack of responsiveness email we looked at earlier; in fact, it’s exactly a month.
9. A. Yes.
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. Q. We didn’t sack him or anything --
15. A. No, all right.
16. Q. -- he left by his own --
17. A. Okay, and then James Clifton came in?
18. Q. In summary, how did you resolve this problem?
19. A. Well, I think we did our best. We had a sit-down.
20. I think I took some of the workload, I think some of the
21. other team members took some of the workload. We looked
22. at what orders he still had to place and we sort of
23. tried to manage it that way to assist him, and help him
24. in that way. That’s the way we felt was best to help
25. him at the time.

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1. 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. A. James Clifton another of your surveyors?
18. Q. Yes. This is 22 June 2015:
19. “James/Zak,
20. “Please find attached Andy Hannibuss’s invoice for
21. Stuart Hannibuss management service at Grenfell. Simon
22. O’Connor can confirm hours, etc.
23. “Andy - Adam Marriott has now left so can you make
24. sure James Clifton is copied into all future
25. correspondence around invoices please.”

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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. Q. 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
Q. Yes. Look at the bottom of page 1. Mr Blake writes to Mr Lawrence, it seems, not you:

"The gift of timing. Mr Lawrence, it seems, not you:

A. The idea was I think he was going to be on site for a certain duration, which is what we had budgeted for, and clearly he was now continuing to be on site longer.

Q. Yes. Was it your view that Mr Hannibuss should not have been on site at that point?

A. Well, just obviously Adam was struggling again and he hadn't produced the detailed budget, but we knew -- we had our budgets, we knew where we were going, so, yeah, although maybe he hadn't gone through it with Simon, or Simon felt that he hadn't seen one, sometimes that could be a throwaway comment that -- just to, you know, dig someone out potentially, but --

Q. Did Steve Blake or anybody else come to you and ask you why --

A. No.

Q. -- Simon Lawrence, as the contracts manager, had not been shown a budget for a period of eight months?

A. No.

Q. So why on Grenfell?

A. Again, no particular reason.

Q. Well, there must be a reason.

A. Well, just obviously Adam was struggling again and he hadn't produced the detailed budget, but we knew -- we had our budgets, we knew where we were going, so, yeah, although maybe he hadn't gone through it with Simon, or Simon felt that he hadn't seen one, sometimes that could be a throwaway comment that -- just to, you know, dig someone out potentially, but --

Q. Did Steve Blake or anybody else come to you and ask you why --

A. No.

Q. -- Simon Lawrence, as the contracts manager, had not been shown a budget for Grenfell?

A. No.

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, as he told us, seen any budget for Grenfell in the last eight months?
12. A. Yeah, again, I think as another thing with Adam, perhaps
13. he hadn’t think see this at the time. He says:
14. "Not that I disagree with the fact Stuart is costing
15. us money so probably over budget. However is
16. disappoints me that Zak has sent this to you without
17. talking to me. If I had actually seen any budget for
18. Grenfell in the last 8 months at least, then we may have
19. been able to manage this differently."
20. Q. Do you agree that the performance of the site was suffering as a result of poor surveying?
21. A. I think there was a mixture of many things. That was
22. probably one of them.
23. Q. Well, it was one of them identified by Mr Lawrence and
24. I’m asking you whether you agree.
25. A. I think it was one of the reasons, yeah.
26. Q. How do you account for that? How do you account for the fact that there was poor surveying on this job?
27. A. Well, like we said, we’ve just seen the email that the client raised, obviously they had issues, and I think that’s what Simon’s reacted off the back of. You know, we had had chats before, but it was never raised as
28. being that serious. It was things we could manage
29. within the team. And obviously off the back of this,
30. I think that some frustrations have come out within this
Mr Chairman, I have come to a natural end. I may have to ask you at this point. There may be others, looking back at to the end of my questions that I had prepared to ask as well. I mean, that’s a very sweeping statement across a supply chain that we use. So we had some very good ones. So, you know ...

Q. Do you know who didn’t perform well? You have just said in your answer some were okay and some obviously didn’t perform as well. A. Yeah.

Q. Can you give us some names who you think didn’t perform as well as they should have done?

A. On this particular site?

A. Don’t know. We had ...

( Pause)

No one springs to mind.

( Pause)

I think we had a -- no, no one springs to mind.

A. I -- I don’t believe so, no, I don’t think they were cheap and incompetent, I think that’s a bit harsh. We had a varied range of subcontractors; some were very good, some were okay and some obviously didn’t perform as well. I mean, that’s a very sweeping statement across a supply chain that we use. So we had some very good ones. So, you know ...

Q. Do you know who didn’t perform well? You have just said in your answer some were okay and some obviously didn’t perform as well.

A. Yeah.

Q. Can you give us some names who you think didn’t perform as well as they should have done?

A. On this particular site?

A. Don’t know. We had ...

( Pause)

No one springs to mind.

( Pause)

I think we had a -- no, no one springs to mind.

A. I think we had a demolition contractor at the start who took longer than expected, which caused some frustration, but other than that, no one -- no one springs to mind on this particular project that they were particularly poor, from my memory.

Q. In general, did you ever have concerns that the pressure on Rydon’s budget involved a risk that the work done by its subcontractors would be substandard?

A. No, I think it’s down to our project team to make sure that process, so if they don’t -- if they’re not happy with it, then in theory they should be -- the subcontractor should be doing it again.

Q. By project team, you mean Simon Lawrence, Simon O’Connor --

A. Whoever’s on site checking the works, yeah.

Q. Whoever is on site checking the works.

A. There was a large site team on Grenfell.

MR MILLETT: Mr Maynard, thank you very much. I have come to the end of my questions that I had prepared to ask you at this point. There may be others, looking back at my notes, which I may have to ask.

Mr Chairman, I have come to a natural end.

SIR MARTIN MOORE-BICK: Yes. How long do you think you would like to sweep up anything that might need to be swept up?

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MR MILLETT: At the moment, let’s say 15 minutes, but I want to make sure that others who are not in this room have an opportunity to consider the evidence and ask proper follow-up questions.

SIR MARTIN MOORE-BICK: Yes. I think what I’ll say, then, is that we’ll take a break now, Mr Maynard, because counsel has to have time just to check that he has covered all the ground that needs to be covered.

THE WITNESS: Yes.

SIR MARTIN MOORE-BICK: We will come back at 3 o’clock.

MR MILLETT: That should be fine. If we need more, we can let you know.

SIR MARTIN MOORE-BICK: You can let me know.

THE WITNESS: Yes, no problem.

SIR MARTIN MOORE-BICK: -- or anything else, all right?

THE WITNESS: Yes, no problem.

SIR MARTIN MOORE-BICK: Thank you very much.

THE WITNESS: Yes.

(2.45 pm)

(A short break)

(3.00 pm)
1. A. Well, obviously you can see I dealt with or I was involved in the Harley package, and they had received the NBS.
2. Q. They did, did they?
3. A. Yes.
4. Q. You’re sure about that?
5. A. Yes.
6. Q. Okay. Which other ones?
7. A. Probably JS Wright. And don’t forget most of these would have received it as part of the estimating package as well. They’re the main packages that I dealt with.
8. Q. Right.
9. A. There was a demolition at the start.
10. (Pause) They’re the main packages that I can remember having an involvement with the actual letting, procurement.
11. Q. Right. What about the work package that went to interior of windows, SD Plastering?
12. A. I couldn’t guarantee they definitely got sent, I wasn’t involved in the sending out of that information.
13. Q. Right.
14. Were you ultimately responsible for ensuring within Rydon that the right subcontractor received the right part of the NBS specification in relation to the relevant work package?
15. A. No, the subcontractor -- sorry, the surveyors would deal with that themselves, and obviously the sign-off of any packages was done with the contracts manager as well.
16. Q. Right.
17. A. And then generally they would have a pre-start meeting on site, where they would go through that as well, to make sure they had the information.
18. Q. I see, okay.
19. The second question: did you ever consider yourself a designer within the meaning of the CDM Regulations 2007?
20. A. No.
21. Q. Next question: do you remember whether the original tender, to the extent that you were involved in it or saw it, made any allowance for the costs or fees of a fire safety engineer?
22. A. I don’t remember seeing there was an allowance for that.
23. Q. Was there any discussion after the tender had been won by Rydon of making any allowance in the budget for a fire safety engineer?
24. A. I can’t remember, to be honest.
25. Q. Did Simon Lawrence ever come to you and say, “Can we cost having a fire safety engineer for this project?”
26. A. Generally I wouldn’t be involved with costing that anyway. When it’s to do with fees and stuff, the contracts manager would probably look to a designer or a consultant, discuss it themselves and get a cost for it and put it forward for discussion and sign-off.
27. Q. So I think the answer to my question is: no, not to your knowledge?
28. A. No.
29. Q. Finally, I have a number of questions about windows. Can I ask you to be shown [RYD00038276], please. Now, this is an email from Everglaze Insulations to you and Adam Marriott of 8 April 2015:
30. “Adam
31. “We have carried out a full survey and material cost for the project and we cannot agree the prices below.
32. “We have on materials alone a total price of £63,284.76.”
33. And then you can see that there is labour of 72,000, overheads of 13,000, with a total of 148,000-odd net.
34. “This really is the best we can do, we have worked for Rydon on many occasions and have always had a good relationship and wish to continue with this, but we are just not in a position to lower the costs as there is no manufacturing involved just materials and labour. The installers are working at £150 gross per day each man and if you take into account travelling expenses and tax they are not prepared to work for a lower amount.”
35. Then if you go up to the next email, you go back to Everglaze -- this is Kathy at Everglaze, Kathy Vano, I think it is -- and you say:
36. “Kathy
37. “This would represent a huge loss to ourselves so we would need to look elsewhere for this work.”
38. “Thanks
39. “Zak.”
40. How had this situation arisen?
41. A. Obviously we had a sum of money allocated in our tender for these works, and we then had -- which I think our estimators priced themselves, which is why on the previous email we listed out how our budget was built up, because I think that’s how the estimator had built up to get to the costs that they had allowed in our bid, and now we were going out to try and get subcontract costs that fell into line with that like we do with every package.
42. Q. Did this put further pressure on you or Rydon generally to find savings?
43. A. Not to find savings, but just to find -- well, I guess to find savings in this particular package, as in to try and find someone who could do it for the cost that we felt we could do it for.
1. Kathy Vano here, and given that that would create, as
2. you say, a huge loss --
3. A. Yeah.
4. Q. -- and you need to go elsewhere, away from someone who
5. had provided this work to Rydon on many occasions, as
6. she had said, were you not then taking a risk, in going
7. elsewhere for less money, put pressure on the quality of
8. the work that you might get from this new subcontractor?
9. A. No. For a start, Everglaze did window works for us, as
10. opposed to the surrounds, so they're not someone we used
11. regularly, we had used them once before, for a window
12. package, and obviously we had other members of our
13. supply chain who we were comfortable with using.
14. SD Plastering being one of them, or SDP Solutions, they
15. called themselves, who we looked at their previous costs
16. on an email before for this exact work.
17. Q. Right.
18. A. And they were obviously cheaper than this subcontractor.
19. So, again, it was a familiar subcontractor who we had
20. used often that we were comfortable with who was able to
21. provide a more competitive price.
22. Q. Right, I see.
23. Let's look at how this then moved on. Can we go to
24. (RYD00038399), please. This is an email of 9 April, the
25. next day, from you to Adam Marriott, copied to
26. Simon Lawrence and Simon O'Connor, and you say:
27. "Ads,
28. "Could we have another update on the attached please
29. [this is the procurement programme].
30. "Particular concern is obviously the window
31. surrounds with Everglaze effectively pulling out! This
32. is Code Red priority above all else!!"
33. How was that issue resolved, do you remember?
34. A. Well, that's how we then reverted to talking to
35. SDP Solutions.
36. Q. Right.
37. A. So, yeah, it was obviously urgent, we needed to get it
38. on site. The title of the email is "Grenfell
39. Procurement", so, yeah, we were just looking at order
40. placement, and this was one that needed to be placed and
41. we needed to find a subcontractor to do it.
42. Q. What does "Code Red priority" mean?
43. A. As in, like, this is a high priority order we need to
44. place.
45. Q. Right, I see. Okay.
46. Is this an item where incorrect estimation had led
47. to further cost pressure and a reduction in quality?
48. A. An estimate had been provided that we were struggling to
49. match, so yeah.
usher.

(The witness withdrew)

SIR MARTIN MOORE-BICK: Thank you, Mr Millett, and that's it for the day?

MR MILLETT: That's it for the day and, barring anything unforeseen, those are the Rydon witnesses, and we start tomorrow with Mr Ray Bailey of Harley.

SIR MARTIN MOORE-BICK: Good. Thank you very much indeed.

Well, 10 o'clock tomorrow, then, please.

MR MILLETT: Thank you.

SIR MARTIN MOORE-BICK: Thank you very much.

(3.13 pm)

(The hearing adjourned until 10 am on Tuesday, 8 September 2020)