

OPUS 2

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Grenfell Tower Inquiry

Day 23

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1 Monday, 20 July 2020
 2 (10.00 am)
 3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
 4 today's hearing. Today we're going to hear further
 5 evidence from Mr Lawrence, one of the Rydon witnesses.
 6 So could I ask you to bring Mr Lawrence in, please.
 7 (Pause)
 8 MR SIMON LAWRENCE (continued)
 9 SIR MARTIN MOORE-BICK: Good morning, Mr Lawrence. Sit
 10 down, make yourself comfortable. All right?
 11 THE WITNESS: Yes, fine.
 12 SIR MARTIN MOORE-BICK: Pour your water and then we'll get
 13 going.
 14 Right, ready to carry on?
 15 THE WITNESS: Yes, thank you.
 16 SIR MARTIN MOORE-BICK: Good, thank you.
 17 Yes, Mr Millett.
 18 Questions from COUNSEL TO THE INQUIRY (continued)
 19 MR MILLETT: Mr Lawrence, good morning.
 20 A. Good morning.
 21 Q. Can I ask you, please, to be shown {RYD00014215/3},
 22 which is the schedule of architectural services that you
 23 sent to Studio E in your draft on 17 April 2014, if you
 24 remember. It's the one which Studio E sent back to you
 25 on 30 April 2014 with their comments on it.

1

1 Now, it was never executed during your time on the
 2 project, but was it your understanding that these
 3 services were those which Studio E had agreed to provide
 4 to Rydon?
 5 A. Yes.
 6 Q. Yes. Looking at page 3, can we look together, please,
 7 at paragraph 8, which says:
 8 "Seek to ensure that all designs comply with the
 9 relevant Statutory Requirements, including Scheme
 10 Development Standards."
 11 Did you understand that Studio E had promised to
 12 ensure that all designs complied with the relevant
 13 statutory requirements?
 14 A. That's what I would understand by that, yes, just not
 15 the health technical memorandums.
 16 Q. Did that include the Building Regulations?
 17 A. That's how I understood it, yes.
 18 Q. Was that not rather more than ensuring only that
 19 a design conformed with architectural intent?
 20 A. That is more than the architectural intent, yes.
 21 Q. How could you be confident that, even though a design
 22 might conform to architectural intent, it would also
 23 comply with the Building Regulations?
 24 A. Because they would be talking to Building Control to --
 25 apart from using their own experience, but talking to

2

1 Building Control to ensure that the designs complied.
 2 Q. Was it your understanding that when Mr Crawford stamped
 3 a drawing "Conforms with architectural intent", so A, he
 4 had already talked to Building Control or got some sort
 5 of approval from Building Control before doing so?
 6 A. You would like to think that he would use his knowledge
 7 and expertise to highlight if anything's -- if there's
 8 any issues. Whether he would have had that fully
 9 signed off by Building Control before it started to be
 10 constructed, timing may be different on that,
 11 admittedly. But you would expect it to be signed off
 12 shortly afterwards or thereafter.
 13 Q. Did you ever discuss with Neil Crawford how his
 14 architectural intent stamp that we looked at on Thursday
 15 would operate as an indication that he was satisfied
 16 that the design complied with the Building Regulations?
 17 A. No, I don't -- no, I don't believe had a specific
 18 conversation about it, no.
 19 Q. Unless you had made sure that Studio E wasn't just
 20 checking for architectural intent but also for statutory
 21 compliance, as Studio E had promised, as we see here in
 22 the schedule, how could Rydon in turn be sure that Rydon
 23 had given the TMO what Rydon had promised under the
 24 contract with the TMO?
 25 A. Sorry, can you rephrase that a bit?

3

1 Q. Unless you had made sure that Studio E was doing rather
 2 more than just checking for architectural intent, but
 3 actually making sure that the designs they stamped A
 4 were compliant with the Building Regulations, how could
 5 you be sure that you, Rydon, were giving the TMO what
 6 you, Rydon, had promised under your contract with the
 7 TMO?
 8 A. Because we had the Building Control as well that were
 9 one of the third-party obviously checkers and signing
 10 off. So we had several layers of checking of the
 11 information.
 12 Q. To your knowledge, did Building Control check the
 13 designs marked by Studio E before they proceeded to
 14 construction?
 15 A. Possibly not, as I said previously.
 16 Q. Right.
 17 Did you realise that by laying off to trusted
 18 subcontractors the job of ensuring that all designs
 19 complied with statutory requirements, and if Rydon had
 20 no means of supervising or checking that the work had
 21 been done properly, Rydon was assuming a risk of
 22 non-compliance and therefore breach of contract with the
 23 TMO?
 24 A. Well, all the works would be -- would be checked and
 25 signed off before completion and would be checked by

4

1 Building Control at the very least and others as the
2 works progressed. So I don't think there was ever any
3 thought that we would not be compliant and we would not
4 be fulfilling our obligations to the TMO.

5 Q. Wouldn't it be a little bit late, though, to leave it to
6 Building Control to sign off?

7 A. We've employed in this particular instance, when we're
8 talking about cladding, a specialist subcontractor who
9 we believed -- well, is specialist in their field who we
10 believed to be competent, and we believed that they
11 would, as a specialist, understand all the rules and
12 regs relating to their specialism. You know, in the
13 same instance we would be looking to a gas installer to
14 understand the gas regs. It's the same principle.

15 The designs would obviously then be overseen by or
16 would be checked by Studio E, they would then be checked
17 by Building Control, and then the process of
18 construction, there will be numerous checks by not only
19 the specialist subcontractor who is installing,
20 ourselves, clerk of works, Building Control. So we
21 believed all those layers of quality control and
22 checking were in place, and that's how we would comply.

23 Q. Right.

24 Just to finish this off and just to press you
25 a little bit more, at the moment when a drawing which

5

1 had come from Harley and been seen and stamped A by
2 Studio E then proceeded to construction, none of the
3 checks you're referring to -- Building Control, clerk of
4 works -- had been applied to that drawing?

5 A. They may not have been to every drawing at that time,
6 no.

7 Q. How much of Rydon's business in 2014, to your knowledge,
8 was design and build?

9 A. I would imagine a fair proportion. I couldn't tell you
10 exactly how much.

11 Q. Can you tell us how much roughly even?

12 A. No, I wouldn't know, no.

13 Q. If you didn't have a design team in-house or an in-house
14 expertise for design, how could Rydon operate a design
15 and build business?

16 A. Because they relied on third parties to do that. Which
17 in my experience is standard throughout the industry.

18 Q. Yes.

19 Now, can I then turn to a topic we were talking
20 about on Thursday afternoon when we broke.

21 A. Of course.

22 Q. And that's drawings, and I want to look with you at
23 another example, perhaps a better example this time,
24 Mr Lawrence, of how a drawing would progress from one
25 marked B by Mr Crawford to one marked A. We're going to

6

1 look at drawing C1059332.

2 Can I ask you please to be shown {SEA00013221}.

3 Now, this shows that on 29 May 2015, if you look at the
4 second email down on that page, you will see that
5 Mr Lamb sends an email to you, copied to Neil Crawford,
6 Ben Bailey at Harleys, and Mr Anketell-Jones and
7 Mr Stapley, also at Harleys.

8 He says:

9 "Neil,

10 "Please find attached drawings for the Crown element
11 for approval."

12 So although it's sent to you, he calls you Neil.

13 He responds, you see, just above that, copied to you
14 and Mr Lamb, back to Mr Lamb on 12 June:

15 "Hi Kevin

16 "Please find attached comments on the Crown
17 drawings."

18 So Mr Crawford responds to you and Mr Lamb, and he
19 attaches a drawing "Details SEA comments", and we can
20 find that at {RYD00043547}, if we can just please have
21 that. You can see that here is C1059332. We get that
22 number right at the very bottom. You can't, I think,
23 see it because it's obscured by the page mark, but it is
24 that. It's in revision, you see, and it's rev date
25 notes. You can see that it's been marked B and has

7

1 comments on it. You see that?

2 A. Yes.

3 Q. You can see what the comments are. The details of the
4 comments don't matter for the moment.

5 Let's just follow the story of this document
6 through. That's marked B, 12 June.

7 The next document is {SEA00013262}. That's an email
8 of 1 July 2015, if you look at the last email on that
9 page, Kevin Lamb to you, copied to neil@nsbs.eu, whoever
10 that is, Daniel Anketell-Jones, Ben Bailey and
11 Mark Stapley:

12 "Neil,

13 "Please find attached revised coping detail to the
14 Crown element.

15 "If you could have a quick look and pass your
16 comments, we shall then reissue the whole of this
17 element for construction, based upon your previous
18 approvals.

19 "Having a shorter coping will allow it to run
20 between columns ..."

21 Then we can see a few hours later Mr Lamb realises
22 he has sent the email to the wrong Neil and sends it to
23 Neil Crawford, not copied to anybody else, "Neil, wrong
24 Neil below, Kevin Lamb". You see that?

25 A. Yes.

8

1 Q. He attaches, although you don't see it, in the second --
 2 in his real email, if you like, to the right Neil, he
 3 attaches to the wrong Neil email a document which we can
 4 see from the response, because Neil Crawford then comes
 5 back on 1 July, a little bit later, "Hi Kevin, please
 6 see attached. Regards, Neil."

7 That's the top of the page. He attaches
 8 {SEA00013263}. That's a clean document marked A this
 9 time, and you can see that it's called revision A,
 10 1 July 2015, "Coping redrawn". You see that?

11 A. Yes.

12 Q. So it's now got A.

13 Then the story continues. Some time then goes by,
 14 and then we have an email from Mr Lamb to Mr Lawrence,
 15 copied to Mr Crawford and others, which is
 16 {HAR00004443}, which is an email of 26 August, it's the
 17 second email on that page, from Mr Lamb to Mr Lawrence,
 18 copied to Neil Crawford and others at Harley:

19 "Neil

20 "Main entrance adjusted as per your further comments
 21 this morning.

22 "Cladding [drawing] just with additional set out
 23 info for the installers."

24 Then you can see two days later, 28 April, top of
 25 that page, Neil Crawford to Kevin Lamb and you, copied

9

1 to others at Harley, "Hi Kevin, no further comments as
 2 attached".

3 There is an attachment to that email. That's at
 4 {SEA00003310}, which is again marked A, but there have
 5 been further revisions in the meantime, it seems, on
 6 25 and 26 August, it looks like, 2015.

7 If you go to page 3 {SEA00003310/3} of that, you can
 8 see what we were looking at before, again marked A.
 9 That's actually the document I wanted to show you,
 10 page 3.

11 Now, we haven't been able to find any further
 12 revisions of the drawing or any approval from you
 13 relating to it at all.

14 The Kevin Lamb drawing register, just so you know --
 15 which, for our transcript, is {BSD00000938} -- records
 16 this drawing, the one I'm showing you here on this page,
 17 as having been issued as revision B on 26 August 2015
 18 with status as "Construction". So we can see that it
 19 proceeded to construction based on this drawing.

20 Now, on what I've just taken you through, where you
 21 can see it proceeding from B through to A through to
 22 construction, would that be a typical run of
 23 communications relating to changes in the drawing going
 24 from B to A?

25 A. That should be a typical run, yes.

10

1 Q. Where the communications appear to have been from
 2 Kevin Lamb at Harley to Neil Crawford, with you
 3 essentially just copied in?

4 A. Yes.

5 Q. Yes.

6 A. That was what was agreed from the outset.

7 Q. It was agreed from the outset, was it?

8 A. Yes.

9 Q. You say that; when was that agreed, do you remember?

10 A. There's an email somewhere that's -- well, I don't know
 11 who it's from, whether it's from Studio E or from
 12 Harley, asking whether one could talk to the other, and
 13 me saying, "Yes, of course, but please copy us in".

14 Q. Just to make absolutely clear the answer to my question:
 15 this run is a typical run, is it, at the time?

16 A. I would assume so, yes.

17 Q. Okay.

18 I just want to ask you a question or two about
 19 proceeding to construction, by reference to a different
 20 drawing: C1059223. This is at {HAR00004590}.

21 Now, this is an email from Kevin Lamb on
 22 20 October 2015 to you, copied to others at Harley and
 23 Neil Crawford at Studio E, as you can see from the very
 24 last copy addressee, "Subject: Grenfell", and then there
 25 is a wedge of drawings, and the text says:

11

1 "Neil,

2 "Please find attached G F Curtain wall elements for
 3 comment/approval."

4 He attaches, as I say, a large number of drawings,
 5 one of which -- and it's in the second line in the
 6 middle -- is 855 C1059 GA Model 50 223. Do you see
 7 that?

8 A. Yes.

9 Q. Now, if we go to that drawing -- it's at {SEA00003316},
 10 please -- we can see from that drawing that it has no
 11 Studio E stamp on it yet, as one might expect because
 12 it's being sent to Studio E, it appears, for the first
 13 time, but it is marked "Approved for construction".

14 Do you know why it was marked "Approved for
 15 construction" before Studio E had even commented on this
 16 drawing?

17 A. I don't definitely know why, but I would assume that
 18 it was a Harley internal process to say it's ready to go
 19 out to be checked, but that would be my guess.

20 Q. I see.

21 Did you ever have any discussion with either
 22 Studio E or Harley about why they were marking drawings
 23 "Approved for construction" before they had even been
 24 seen by Studio E?

25 A. No.

12

1 Q. Did you notice that it had been stamped "Approved for
2 construction" before even being examined by Studio E?
3 A. I don't recall.
4 Q. Was this typical, do you think?
5 A. Well, the drawings that I've seen obviously end of last
6 week and now, it does appear typical, yes, that that's
7 what they're doing, yeah.
8 Q. Right.
9 Now, on 22 October 2015 we see a reply from
10 Mr Crawford to Mr Lamb and Mr Lawrence, you yourself,
11 copying in Mr Stapley and others at Harley,
12 {HAR00004669}. As I say, this comes to you,
13 Mr Lawrence, as well, Neil Crawford, and Kevin Lamb is
14 the first addressee, you're the second, others at Harley
15 are copied:
16 "Hi Kevin
17 "Please see attached comments on ground floor."
18 He attaches to that email a single document of the
19 collated marked-up drawings. Let's just have a look at
20 that, {HAR00004670/3}. We can see that this is drawing
21 223, and now Neil Crawford has added his red stamp
22 marked or ringed B on it with some comments. Do you see
23 that?
24 A. Yes.
25 Q. Let's look at the next document, {HAR00004743}, which is

13

1 an email from Kevin Lamb to Neil Crawford at Studio E,
2 copied to others at Harley, but it appears not actually
3 copied to you.
4 Now, you would of course have left by this time,
5 I think. This is 26 November 2015. But Stephen Blake,
6 I think, had taken over your role on this project at
7 this point, hadn't he?
8 A. Yes, correct.
9 Q. So just to draw to your attention the fact that nobody
10 from Rydon is even copied in to this email. He says:
11 "Neil,
12 "Please find attached GF curtain wall drawings,
13 revised in accordance with your comments."
14 Then he makes a note, and on the second entry down,
15 drawing 222 to 228 -- so that would include 223 -- he
16 says:
17 "We have increased the mullion ... to 550 where
18 vents are installed, as this is the minimum possible."
19 He attaches a drawing, and I just want to show you
20 that, {SEA00013639}. That doesn't appear to have any
21 mark on it at all, but it's still approved for
22 construction. Although it's seen by Neil Crawford, we
23 don't see him applying a stamp. I say that from the
24 next document: {HAR00001999}.
25 This is an email from Ben Bailey forwarding the

14

1 email to AGF.
2 Can you help us, who are AGF?
3 A. I've no idea.
4 Q. You don't know. He says:
5 "Mike/Lucy,
6 "Please see our construction issue drawings attached
7 for Grenfell Tower."
8 And he makes some comments about particular
9 drawings.
10 It looks as if, from what I'm showing you, at that
11 stage, when the construction drawings go out from
12 Harley, there had been no confirmation either from Rydon
13 or Studio E that they even conformed with architectural
14 intent, let alone that they were compliant with the
15 statutory requirements. Would that be typical?
16 A. Can we just -- sorry to cut across -- go back to the
17 first drawing that was stamped by Studio E?
18 Q. Yes, of course.
19 A. Was that --
20 Q. That --
21 A. There's quite a lot of drawings and I'm getting lost
22 there. Was that stamped B?
23 Q. That was stamped B. Do you want to see that again?
24 Yes, it's HAR --
25 A. Sorry, if I may.

15

1 Q. No, of course. {HAR00004670/3}.
2 A. Yeah, so -- sorry, it's probably for my own benefit. So
3 Harleys have sent a drawing to Studio E, Studio E have
4 marked it B --
5 Q. Yes.
6 A. -- and made comments on that drawing.
7 Q. Yes.
8 A. So by marking it B, I would understand that, providing
9 the comments were incorporated, then it would be
10 approved for construction.
11 Q. I see.
12 A. But it would be good practice, and it would be ideal,
13 that the drawing was revised, sent back to Studio E and
14 then they stamped it again A. That would be -- yes,
15 that would be good practice.
16 Q. That would be good practice, but it wasn't done --
17 A. But the fact it had been stamped B, it wouldn't preclude
18 it from going into construction, providing it
19 incorporated the comments that were made by Studio E.
20 Q. In general, Mr Lawrence, was it your experience that
21 sometimes Harley would simply proceed to make the
22 changes indicated by stamp B, not send a document back
23 for approval, for marking A, but proceed direct to
24 construction?
25 A. I don't think that's unusual. Whether they -- I don't

16

1 recall whether they particularly did or particularly
 2 didn't, but it wouldn't be -- it's not unusual. That
 3 would be sort of general practice in the industry,
 4 again, in my experience.
 5 Q. Right, okay. Not unusual in the industry; what about on
 6 this project, in your own experience of this project?
 7 A. Without looking at all the drawings, I can't say, but
 8 I would imagine that -- Harleys, in my experience, like
 9 to get things approved by as many people as possible
 10 before moving on, so if -- which I think they have tried
 11 to do that by sending that back to Studio E, it's just
 12 Studio E haven't stamped it A. That seems to me the
 13 only bit that's missing there.
 14 Q. Well, there's another bit missing, which is that Rydon
 15 didn't see a stamp marked A at all and don't appear to
 16 have seen the drawing until the very end.
 17 A. Right.
 18 Q. So can we take from this that even though Rydon were
 19 copies on the communications between Harley and
 20 Studio E, there were occasions -- and this is an example
 21 of occasions -- when Studio E didn't even have the
 22 opportunity to apply stamp A before the drawing was sent
 23 for construction?
 24 A. It does appear that way, from the email chain.
 25 Q. Thank you.

17

1 I'm going to turn to a slightly different topic but
 2 within the same region: drawing control.
 3 Now, we don't need to bring up your statement, but
 4 at paragraph 45 of your statement {RYD00094220/9} you
 5 have summarised Rydon's role as to manage and
 6 co-ordinate the work of third parties. This is
 7 paragraph 45. You also say that it was to co-ordinate
 8 and manage the process of design. You recall that from
 9 your statement?
 10 A. Yes.
 11 Q. What stage did you believe the design had reached when
 12 Studio E began working directly for Rydon in 2014?
 13 A. I would have said that was stage E.
 14 Q. Would you normally expect there to be 1:5 construction
 15 drawings available to you at stage E?
 16 A. Yes, I would, to get to the completion of technical
 17 design, but you often find, particularly with the RIBA
 18 stages, that there is a -- well, there seems to be a bit
 19 of float, it's not quite a hard-and-fast rule.
 20 So I think there was enough detail that I would say
 21 it was stage E when it come across. Whether there was
 22 absolutely everything that ticked every single box to
 23 say it was the right sections, the right -- et cetera,
 24 et cetera, then possibly not.
 25 Q. I follow.

18

1 A. But without checking, sorry.
 2 Q. By the time the design on this project reached RIBA
 3 stage E, there were no 1:5 scale drawings produced by
 4 Studio E showing, for example, the detail of the cavity
 5 barriers round the windows on the tower; did you know
 6 that?
 7 A. I'll have to take that as read, yeah. I'm not sure
 8 I recall one way or another, to be fair.
 9 Q. Right.
 10 A. Sorry, with the cladding specifically, they would be
 11 relying on obviously the specialist to add further
 12 detail --
 13 Q. Yes.
 14 A. -- to their information.
 15 Q. Can we take it that one of the things, as an incoming
 16 design and build contract manager, you would be looking
 17 for at stage E when coming in would be 1:5 drawings?
 18 A. I don't think it would be as precise as that. I think
 19 you would look at the design overall, and designs
 20 particularly around areas where we had third-party
 21 specialists looking at, I would expect them -- if there
 22 was any detail that they didn't have, I would expect
 23 them to flag it up, you know, and bring it up from the
 24 start.
 25 Q. Were 1:5 scale drawings not necessary? Didn't you think

19

1 they were necessary in order for you to be able to
 2 progress or co-ordinate the progression of the design as
 3 between Studio E and Harley?
 4 A. Not at the start of the -- of taking the project over,
 5 no, not necessarily.
 6 Q. Right. At what point did it become necessary?
 7 A. It would progress -- you know, design and build
 8 typically -- and this won't be always, but typically
 9 we -- some form of construction starts before the full
 10 design for the building is completely -- you know,
 11 completely finished and complete. So I would take that
 12 as working -- you know, a work in progress that would be
 13 dealt with, with Studio E and Harley, through the early
 14 stages of the project.
 15 Q. Did you not think it important to be involved in that so
 16 that you could make sure that, at whatever stage they
 17 thought it was necessary to have 1:5 scale drawings, you
 18 saw them?
 19 A. Well, I've got a specialist subcontractor that's
 20 designing and installing. It's key that they have the
 21 drawings that they need to be able to design and then
 22 eventually install. So I would expect -- if they didn't
 23 have the drawings that they needed, I think that would
 24 be part of the design process as it started, to be fair.
 25 Q. Yes.

20

1 A. I think reliance on a particular type of drawing, as in
 2 1:5, there are many more drawings and types of drawings
 3 that go into the overall, and reliance just on 1:5s ...
 4 I don't see how that's quite as important as any other
 5 particular drawing.
 6 Q. Well, maybe it is, maybe it isn't, but let's just take
 7 it as an example, then, on that basis. But didn't you
 8 think it was important, in order for Rydon to do its job
 9 of progressing or co-ordinating design, as you have
 10 said, that you should at least know that they had been
 11 produced at the relevant stage?
 12 A. Yeah, I don't see it as as significant as perhaps you're
 13 suggesting there, because of the design process. It
 14 would be very rare that we would pick up a tender and it
 15 would be fully 100%, everything ticked off, at a RIBA
 16 stage. There would normally be a merge between possibly
 17 D and E, and it would be developed ... it can be
 18 developed, you know, developed to D, could be developed
 19 to E. You know, the further the client progresses the
 20 design, the better and less risk they have financially,
 21 obviously, when they go out to tender. But we would
 22 often pick up -- you know, you may have 1:5 on every
 23 other part of the building but maybe not 1:5 on the
 24 cladding because they knew there was a specialist
 25 subcontractor coming in to complete that final part of

21

1 the technical and fabrication design work. So --
 2 Q. What about 1:5 drawings for other parts of the building,
 3 for example the podium? I asked you --
 4 A. It depends what it is, and I don't recall what drawing
 5 pack we had, so ...
 6 Q. Right. Well, let's have a look. Let's go to
 7 {RYD00000435}, please. This is the pack of as-built
 8 drawings issued by Studio E for Grenfell, and its title
 9 is "As built register and issue advice, Grenfell Tower
 10 Refurbishment Project". If we can go to page 27
 11 {RYD00000435/27} of that document, please, if we can
 12 blow up the bottom left -- I am afraid you have to turn
 13 your head a bit, it's in landscape -- it says
 14 "As built". Do you see that at the bottom left, just
 15 above "Studio E" --
 16 A. Yes.
 17 Q. -- "Architects Limited"?
 18 A. Yes.
 19 Q. So this is an as-built drawing and its entitled, "Detail
 20 section sheet 1", and you can't quite see that, but --
 21 well, you can see it actually again in the bottom corner
 22 if you turn your head, four entries down in the same
 23 box.
 24 A. Yes.
 25 Q. Can you see that, Mr Lawrence?

22

1 A. Yes.
 2 Q. So we can see what it is.
 3 We can also see -- and I'm sorry to make you move
 4 your head, I wonder if we can turn it --
 5 A. That's fine.
 6 Q. -- back into landscape.
 7 We can also see that the drawing shows in a number
 8 of places that the cladding was detailed as zinc
 9 composite rainscreen panel, for example top left-hand
 10 side, if that could be blown up for you. Can you see at
 11 the very top entry --
 12 A. Yeah.
 13 Q. -- underneath the big "01" --
 14 A. Yes.
 15 Q. -- it says "Zinc composite rainscreen panel", and again
 16 two bullets down, "H92 Zinc (composite - TBC) rainscreen
 17 panel"; do you see that?
 18 A. Yes.
 19 Q. There were no zinc rainscreen panels installed on
 20 Grenfell, were there?
 21 A. Not to my understanding, no.
 22 Q. So this as-built drawing was inaccurate in that respect.
 23 A. It does appear that way, yes.
 24 Q. That's a serious mistake, isn't it?
 25 A. Yes.

23

1 Q. Can you account for it?
 2 A. No, because I wasn't -- I had left long before the
 3 as-builts were completed and issued.
 4 Q. That is true, but you have no explanation for that
 5 yourself?
 6 A. No.
 7 SIR MARTIN MOORE-BICK: Can you help me with this,
 8 Mr Lawrence: I noticed, looking at the box in the bottom
 9 right-hand corner, which we might be able to get back --
 10 I'm not sure whether we can or not -- the drawing bears
 11 the date 26 September 2013. What had been built by
 12 then?
 13 A. Nothing. I would suggest it -- that Studio E have taken
 14 an original tender drawing and have just put it in the
 15 pack of as-builts without checking it and/or updating
 16 it.
 17 SIR MARTIN MOORE-BICK: Right.
 18 A. I think that's probably the simple answer to it, it
 19 was ...
 20 MR MILLETT: Right.
 21 SIR MARTIN MOORE-BICK: Thank you.
 22 MR MILLETT: Thank you.
 23 Can I ask you to look back at the contract which
 24 Rydon had with TMO that you entered into in the October
 25 of 2014, 30 October. {TMO10041791/48}.

24

1 Now, you can see "S1". I should just make it clear
2 to you that these were additions that were agreed to
3 specifically as part of schedule 1, "Contractor's Design
4 Submission Procedure".

5 If we look at S1 together, Mr Lawrence, it says:
6 "The Contractor shall submit to the Employer all the
7 drawings, details, documents or information which are
8 reasonably necessary to explain and/or amplify the
9 Employer's Requirements or the Contractor's Proposals;
10 or that are required by the Employer's Requirements or
11 to enable the Contractor to execute and complete the
12 Works or to comply with any instruction issued by the
13 Employer in accordance with the following
14 requirements ..."

15 And there are a number of requirements set out. Do
16 you see that?

17 In the light of that obligation, can you explain how
18 you, during your period as contracts manager, could be
19 satisfied that Rydon was meeting its contractual
20 obligations like this if Rydon had no proper system in
21 place to ensure that it was being given that information
22 by its subcontractors?

23 A. Well, it would be controlled by the lead designer. So
24 all drawings would go through the lead designer, ie
25 Studio E.

25

1 Q. What system did you, Rydon, have in place during your
2 role as contracts manager to ensure that Studio E had
3 the right drawings, so that you could, in turn, submit
4 them to the TMO?

5 A. The only drawings that Studio E would be getting that
6 weren't their own were the several specialist
7 subcontractors with design liability, which in this
8 case, I think, was only -- or relevant to Studio E
9 architecturally I think was only Harleys, and Harleys
10 were obviously carrying out the work as well. So
11 I would expect that Harleys would produce the technical
12 drawings that they needed to enable them to actually
13 build the project. And if there was any details that
14 Studio E required, I would expect them and Harleys in
15 a collaborative way to be asking each other questions
16 and understanding that they both had the full
17 information needed from each other.

18 Q. Right. So your role was essentially reactive to
19 whatever they were doing. Was that a fair way of
20 describing it?

21 A. Reactive in what --

22 Q. You were a recipient, relied on them to provide you with
23 things --

24 A. Yes.

25 Q. -- rather than you actually pursuing them.

26

1 A. Yes, and generally I would only -- or any of the team
2 generally would only get involved if there was a detail
3 that we -- that we either didn't have and realised that
4 we didn't have, or that you had Studio E saying that
5 Harley weren't producing stuff or vice versa, which
6 I don't remember being the case, but ...

7 Q. What systems did Rydon have in place to control and
8 manage requests for information, RFIs, both from package
9 subcontractors and/or from consultants?

10 A. Yeah, I can't recall their precise system, but they
11 probably had one. It is normal practice.

12 Q. Right.

13 Well, let's see if we can just pursue this a little
14 bit.

15 In his oral evidence to the Inquiry, Mr Ashton
16 said -- this was {Day17/22:5}, and I'll just quote -- we
17 can go to the transcript, Mr Lawrence, if you need it,
18 but just bear with me. He said:

19 "... on some projects the project manager insists on
20 a monthly progress report from all the consultants.
21 That sort of structure didn't apply to this project ...
22 that type of regime ... is highly desirable on any
23 project of any significance."

24 Do you agree with that?

25 A. I definitely think it could be beneficial -- yes,

27

1 I definitely think it could be beneficial.

2 Q. Did you or anyone else at Rydon ever insist to your
3 knowledge on a reporting structure like that for this
4 project?

5 A. From Harleys or from Studio E particularly?

6 Q. From either of them.

7 A. Well, Harleys, there was, I believe, site-held weekly or
8 monthly meetings with them. With Studio E, we had
9 design co-ordination meetings, but we didn't insist on
10 a written report from them monthly, two-weekly or
11 whatever. No.

12 Q. Yes, we have got the notes of those. But beyond that,
13 I think the answer is nothing?

14 A. Correct.

15 Q. Yes.

16 Can I ask you to look at {ART00002495}. I want to
17 ask you some questions about the tracker. This document
18 is a set of minutes of the pre-start meeting on
19 30 June 2014, and we looked at this I think on Thursday,
20 Mr Lawrence. Can I take you to page 3 {ART00002495/3},
21 please, item 3.6. You can see that it says:

22 "SL to produce a planning tracker."

23 SL is you?

24 A. Yes.

25 Q. Yes. Did you produce a planning tracker?

28

1 A. I didn't produce a planning tracker, but IBI Taylor, the
 2 planning consultants, produced a tracker that was used.
 3 Q. I see. What form did that take?
 4 A. I think it was an Excel document, and it would highlight
 5 all the planning applications, non-material amendments,
 6 et cetera, et cetera, and any conditions for discharge.
 7 Q. Did you have access to it?
 8 A. Yes.
 9 Q. Did you use the access to it?
 10 A. I believe so, yes.
 11 Q. Did you use that access regularly?
 12 A. I would have thought so, yes.
 13 Q. Did you use that access consistently?
 14 A. I would assume so. I don't recall. Yeah.
 15 Q. Okay. Let's look at {ART00002997}.
 16 This is an email of 3 November 2014 from
 17 Simon O'Connor to Nick Valente, forwarding him an email
 18 from Peter Blythe of Artelia to Claire Williams and
 19 Mr O'Connor and others, copied to you. Do you see that?
 20 A. Yes.
 21 Q. In the email that Mr O'Connor is sending Mr Valente at
 22 Artelia, he is sending him something called "Appendix 6
 23 Planning Tracker". Do you see that?
 24 A. Yes.
 25 Q. Thank you.

29

1 Now, that document is at {RYD00015405}. Are you
 2 familiar with that document? It's not terribly clear,
 3 and I wonder if it could be just blown up a little bit.
 4 The details of it I don't think matter very much,
 5 but is this the document that was used? Is this the
 6 planning tracker you were referring to?
 7 A. From what I can see from the screen, I would say yes, it
 8 is.
 9 Q. I am sorry, it's not the best, but --
 10 A. No.
 11 Q. -- on what you can see of it in terms of its layout and
 12 the shape of it --
 13 A. It appears to be, yes, it does appear to be.
 14 Q. How was that maintained? Who was responsible for
 15 keeping it up to date?
 16 A. Well, the planning consultant would keep it up to date
 17 with comments from -- or either from progress that they
 18 knew about, so anything relating to planning went via
 19 them, and if there was anything that we needed supply or
 20 Studio E, et cetera, for any discharge or -- yeah, or
 21 any planning applications, then we would add comments to
 22 that as well.
 23 Q. I see.
 24 I now want to ask you about an RFI tracker. Can
 25 I ask you to look at {SEA00011472}. This is a minute of

30

1 design team meeting number 1, 13 August 2014. Do you
 2 see that? You are present there as well as Mr O'Connor
 3 and Mr Sounes and Mr Crawford from Studio E, and other
 4 people, including Harley. If you go to page 2
 5 {SEA00011472/2}, please, item 3.20, it says, "Review RFI
 6 tracker, none at present".
 7 If you go to page 4 {SEA00011472/4} at item 4.20, it
 8 says, "Review RFI tracker". Do you see that?
 9 A. Yes.
 10 Q. Is it fair to say that in fact no RFI tracker was ever
 11 set up?
 12 A. There was an RFI tracker that JS Wright had and there
 13 was an RFI -- yeah, maybe there wasn't a -- I don't
 14 recall, maybe there wasn't an overall spreadsheet like
 15 the planning tracker, but the process -- there was
 16 a process, but whether there was an overall tracker,
 17 I don't recall.
 18 Q. Do you know why that was?
 19 A. No, I don't, I don't know why that was.
 20 Q. Can I ask you to look at another document on the subject
 21 of project change tracker, {ART00008861}. This is
 22 an email from you to Phillip Booth of Artelia on
 23 24 October 2014, copied to Nick Valente, "Subject:
 24 Change tracker". Do you see that?
 25 A. Yes.

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1 Q. "Morning Philip,
 2 "Following Wednesday's Client Design meeting I've
 3 put together a spreadsheet tracker for project changes,
 4 as attached. Before I send it out formally I wanted to
 5 run it past yourselves to make sure it works for you
 6 also. Basically Rydon don't have a specific document to
 7 record change because it is normally done via email
 8 records, RFIs, drawings, etc. In my experience in some
 9 of the standard construction processes don't always work
 10 as well in Refurb as they do in New Build environment
 11 because of the way and timings that Clients have to make
 12 decisions, often reactively."
 13 That's the background to that.
 14 Is it fair to say that what you have said there
 15 means that Rydon didn't actively collate and record
 16 project changes at all because its approach was to rely
 17 on whatever contemporaneous documents happened to be
 18 produced by others?
 19 A. No, I'm ... I don't know -- I don't recall what system
 20 they -- what process or what system they had, but we
 21 would ... I'm sure there would be a system.
 22 Q. What was it?
 23 A. No, I can't recall. I mean --
 24 Q. Right.
 25 Is it not just as important in a refurb as in

32

1 a new-build to be able to record clearly for the design
 2 and builder changes in the project --
 3 A. Yes.
 4 Q. -- in one place, so that anybody working on the project
 5 can know where to go and can look at it to see what they
 6 are?
 7 A. Yes.
 8 Q. And that would help the client stay on top of its spend
 9 and be able to make informed choices.
 10 A. Yes.
 11 Q. So the absence of a project change tracker would be
 12 a serious gap, wouldn't it, in the information records
 13 of the --
 14 A. There is a project change tracker because I've attached
 15 one to the email.
 16 Q. But you also say in the email that you don't have
 17 a specific document to record change because it's done
 18 by contemporaneous documents.
 19 A. I -- just to clarify this, the project change tracker is
 20 one that I had set up -- it wasn't a Rydon document, it
 21 was one that I had set up -- to try --
 22 Q. Right.
 23 A. There was a lot of significant change at the start of
 24 the project, which you'll be aware of -- windows,
 25 cladding, planning, et cetera, et cetera -- so I wanted

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1 to set up a document where we could record the major
 2 change that was happening, because there was
 3 a significant amount. So I set that project change
 4 tracker up.
 5 Rydon's process and systems -- I don't recall their
 6 precise process and systems now, it's been too long that
 7 I haven't worked for Rydon, so I couldn't tell you
 8 exactly what systems they have and what systems they
 9 haven't.
 10 Q. I see.
 11 A. But I would expect them to have a system for recording
 12 change. But whether there was a specific document like
 13 that, presumably not, because I made one up.
 14 Q. I was going to go on to pick up the rest of the email
 15 with you, because you say you have:
 16 "... put together this hybrid form from several
 17 others we have with the aim that it can serve as a
 18 record and audit trail of what has changed and why. It
 19 is only an overview sheet to use in conjunction with
 20 emails, RFIs etc. It will also highlight any likely
 21 financial or programme change so the Client doesn't get
 22 any surprises. If as a team we feel it will work then
 23 I'll add it to our monthly report."
 24 That's how you left it with Mr Booth, and what
 25 I want to do, given the background of that and given the

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1 importance that you have accepted attaches to it, is to
 2 follow the story through a little bit.
 3 {SEA00012137/4}, please. This is an email chain in
 4 November 2014, and at page 4 we have an email from
 5 Claire Williams to you, Mr Lawrence, on 7 November 2014,
 6 copied to Artelia and to Max Fordham. Do you see that?
 7 A. Yes.
 8 Q. At the very bottom of the email, she says:
 9 "I am mindful that there is no process in place for
 10 noting when client decisions on proposals are required
 11 by, and that there may be an impact of not making a
 12 decision in a timely way. I am asking that Rydon and
 13 Artelia work together to get this in place, as well as
 14 the 'Change Tracker' which is not yet published, so that
 15 any risk is quantified."
 16 Just pausing there, is it fair to say that at this
 17 point the TMO, Claire Williams, wasn't happy with
 18 Rydon's control of design change information?
 19 A. I don't know. I can only assume the same as yourself
 20 what the email is implying.
 21 Q. I'm just asking to see if this triggers a recollection
 22 on your part as to the background to what she is saying
 23 there. Can you recall?
 24 A. No, I don't, I am afraid.
 25 Q. Okay. Let's look at the next email, which is

35

1 {ART00008915}. This is an email to you from Mr Booth on
 2 11 December 2014, and he says:
 3 "Simon,
 4 "am concerned that I have not yet seen the tracker
 5 distributed following the design meeting held on
 6 22nd Oct. I commented on this on Friday 24th Oct and
 7 thought it would be a good document and process to
 8 adopt. On the tracker were some short timescales for
 9 decisions put upon KCTMO to meet the design development
 10 programme and also a record of areas of design
 11 alteration to be carried out by your design team. I am
 12 concerned that, because the tracker hasn't been seen,
 13 some of these deadlines may have been missed.
 14 "As we agreed at the meeting, Rydon are responsible
 15 for managing the design development process and for
 16 seeking approval for alterations to tender designs and
 17 comments on for (sic) construction drawings. I just
 18 want to make sure that appropriate and fair time is
 19 given to Maxfordham(sic) and TMO to review and comment
 20 on drawings. There have been some difficult, quick
 21 decisions required recently for TMO (Windows/ metering)
 22 and I want to ensure that going forward these type of
 23 things are avoided or recognised early to give time.
 24 "The tracker, I understood, was also the process you
 25 were going to use to record design changes, decisions

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1 required and approvals."

2 Was Mr Booth's understanding that he was setting out

3 in this email to you correct about the purpose of the

4 tracker?

5 A. I believe ... I would say generally, yes. Yes. So the

6 tracker was -- the tracker that I had set up was

7 initially just to capture the large and significant

8 design changes that were happening at the start of the

9 project, driven by the client, and then ... I don't

10 fully recall, but I think the TMO and probably Artelia

11 then had comment that we could add some additional

12 columns and it could serve as a -- you know, a wider

13 document for all to use. So ...

14 Q. Was your tracker adopted?

15 A. I believe so.

16 Q. Did Artelia have any comments about whether it was

17 practicable to use it?

18 A. I think the email in front of us suggests that.

19 Q. Yes. But --

20 A. I don't recall any specific conversations one way or the

21 other, to be fair.

22 Q. You're quite right, the email does suggest that. My

23 question was perhaps a poor one.

24 Were there any later conversations after this email

25 about the practicability of using your tracker?

37

1 A. I don't recall.

2 Q. Let's just look at one or two of the versions of the

3 tracker document. Let's start with {ART00002939}. This

4 is the version of the tracker document as at

5 23 October 2014, so before the email we have just looked

6 at, and this is called rev A.

7 Is this the tracker that we have been discussing?

8 A. Yes, it does appear that --

9 Q. Right.

10 A. I don't think that's the full amount on screen, but --

11 Q. No, it isn't.

12 A. Yes.

13 Q. No, and we can look at other pages --

14 A. That's fine.

15 Q. -- but just to show it to you. Right, I see.

16 Then there is another one dated 17 November 2014.

17 That's {ART00003086}, please.

18 So we've seen one for October and this one for

19 November, also called rev A.

20 A. Yeah.

21 Q. You can see on this one, while we're on it, it says

22 "Cladding spec", second item down, "altered to ACM

23 Rainscreen cladding from Zinc". So you made that

24 project change in there.

25 A. That was capturing the VE list before we actually set

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1 out.

2 Q. Yes.

3 A. So that's --

4 Q. Did you put that entry into that --

5 A. Yes, I believe so.

6 Q. -- yourself?

7 A. Yes.

8 Q. I see. Who else had access to this document?

9 A. I believe it would have been kept on our -- what we

10 would call our common drive, so our project system.

11 Q. We can look at other versions of it. How often was it

12 updated?

13 A. I would expect as and when there was a change or any

14 decisions. Any time it needed to be, I would suggest,

15 but --

16 Q. What procedures did you have in place to ensure that

17 this document was updated consistently and continuously

18 through the project?

19 A. Well, it would be reviewed at our -- I would suspect it

20 would generally form part of our monthly report to the

21 client and be discussed there.

22 Q. Right.

23 A. And it would be updated -- I would expect I would have

24 updated it prior to issuing those documents to the

25 client ready for the meeting.

39

1 Q. At the moment --

2 A. Sorry, the intention of this change tracker is really to

3 pick up change that affects programme and/or cost.

4 Q. You said a moment ago it would be reviewed generally

5 monthly. To the best of your recollection, during your

6 time on the project until October 2015, was this

7 document reviewed monthly and updated or were there

8 gaps?

9 A. Without knowing information, there could be gaps, but

10 I would like to think I've updated it monthly.

11 Q. Right.

12 At the moment we haven't been able to find any

13 tracker versions beyond April 2015. Would that surprise

14 you or would you expect there to be such documents?

15 A. I think it would depend if there was any further change,

16 and what change that was.

17 Q. Right.

18 Can I ask you to look at {RYD00022907}. This is

19 an email of 5 November 2014 from you to Neil Crawford,

20 copied to Simon O'Connor and Bruce Sounes, and he says:

21 "Hi Neil,

22 "After my meeting with Claire this afternoon I am

23 keen to issue as many 'Construction drawings for

24 approval' to her even if most of them are straight from

25 the tender. She is still making a big issue that she

40

1 hasn't got all of the up to date drawings issued during
2 the tender stage. I've been trying to politely suggest
3 that issue lies with her rather than with us but it
4 seems to be falling on deaf ears. I've also put
5 together a change tracker document which I plan to issue
6 tomorrow which will hopefully capture the changes and
7 affect of the changes she is requesting so its clear for
8 everyone what is being asked."

9 Just help me with the dating. This is

10 November 2014. One of the versions we looked at a few
11 minutes ago was dated October 2014. So am I right in
12 thinking that when you say, "I've put together a change
13 tracker", it was actually something you had done prior
14 to this discussion with Ms Williams?

15 A. Yes, I believe so.

16 Q. I see.

17 To what extent, if at all, was your compilation of
18 the tracker or the perpetuation of its use driven by the
19 desire to keep the TMO off your back?

20 A. No, I thought it was a useful document, so it wouldn't
21 just be issued to keep them off my back, it would be --
22 I put it together to help everybody in the project so we
23 could track the significant changes that were being made
24 early stages, that's ...

25 Q. I see.

41

1 Did Ms Williams have access to that document?

2 A. She would have had to the -- via the monthly minutes,
3 I would suggest, but we didn't -- I think as we said on
4 Thursday, we didn't have a project online portal that we
5 stored all the information on that every party could get
6 to, no.

7 Q. I see.

8 So far as you're concerned, though, she knew about
9 it, did she, and she could ask for it if she wanted it?

10 A. Yeah, of course, yes.

11 Q. Can I ask you to turn to {ART00003710}, then. This
12 should be the minutes of a progress meeting number 9 on
13 17 March 2015, and Ms Williams is there, as are you,
14 Mr Lawrence, and others from Artelia as well.

15 If you could go, please, to page 3 {ART00003710/3},
16 we can look at item 8.1 together,
17 "Valuations/ Certificates" is the heading, and in the
18 third paragraph:

19 "ART [Artelia] express their disappointment for not
20 receiving all cost information in time for ART to review
21 and for TMO to make their decisions. Some costs have
22 now been outstanding for several months. This is not
23 acceptable and so is impacting on the project. This is
24 all repeat."

25 Can you explain, given the existence of the tracker,

42

1 why it is or why it was recorded there that Artelia were
2 disappointed in not having all their cost information in
3 time to review and for the TMO to make their decisions?

4 A. No, I can't, I don't know what that's relating to
5 specifically.

6 MR MILLETT: Right.

7 I'm going to turn to a completely different topic
8 now, which is fire safety.

9 Mr Chairman, we have been going for just over
10 an hour, but this is a fairly long topic. I'm happy to
11 continue to an appropriate moment.

12 SIR MARTIN MOORE-BICK: When you say a long topic, are you
13 thinking ...?

14 MR MILLETT: It will go well beyond the 15 or 20-minute
15 mark.

16 SIR MARTIN MOORE-BICK: Can it be broken?

17 MR MILLETT: Yes.

18 SIR MARTIN MOORE-BICK: It's quite early to break at the
19 moment.

20 MR MILLETT: Yes, I think it is too early to break, I'm just
21 signalling that if the witness wanted a break at this
22 point and you did, then we could --

23 SIR MARTIN MOORE-BICK: Normally we would go on a bit longer
24 than this before we have a break. How are you feeling?

25 THE WITNESS: I'm fine. Whatever is convenient for

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1 everybody else.

2 MR MILLETT: That's very good of you. Let's continue, then.

3 SIR MARTIN MOORE-BICK: Let's continue and then you find a
4 point which you think is sensible.

5 MR MILLETT: Very good.

6 So, as you heard, I'm going to turn to a different
7 topic: fire safety expertise.

8 In your witness statement -- and I don't think there
9 is a need to look at it -- paragraphs 35 {RYD00094220/7}
10 and 68 {RYD00094220/14}, you refer to the TMO as having
11 retained a fire adviser or fire safety consultant by the
12 name of Carl Stokes. Do you remember referring to that?

13 A. Correct, yes.

14 Q. You say that he was connected to the project.

15 What was your understanding, even if in general
16 terms, of his role, Mr Stokes' role, in relation to the
17 refurbishment project at Grenfell Tower?

18 A. I believe he was looking at the block as a whole and the
19 fire risk assessments on behalf of the TMO for that
20 block. And probably others, but we only saw him in
21 connection with that block.

22 Q. I see.

23 Were you aware that he was not contracted or
24 retained or appointed to undertake any ongoing
25 consultancy and/or supervisory role in relation to the

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1 refurbishment?

2 A. Yeah, I didn't expect him to be the fire consultant for
3 the project, no, but I did expect him to be the -- work
4 on behalf of the TMO as their fire officer, shall we
5 say.

6 Q. I see.

7 Did you ever speak yourself to Carl Stokes about the
8 cladding or the insulation on the building as part of
9 the refurbishment?

10 A. I spoke to him a few times. Whether -- I don't know,
11 generally, specifically, about cladding.

12 Q. Did you make any notes of your meetings or discussions
13 with Mr Stokes?

14 A. Not particularly, because they were generally fairly
15 informal. He would come into the site office and speak
16 to the other members of the team more than myself,
17 because I wasn't there all the time. The only specific
18 meeting that I recall was particularly regarding AOVs.

19 Q. Did you and Rydon ever seek advice from or rely on
20 Mr Stokes to provide fire safety advice in respect of
21 the design or construction of the rainscreen cladding
22 façade?

23 A. No.

24 Q. Now, I think it's right, but correct me if I'm wrong,
25 that Rydon itself didn't have any in-house fire safety

45

1 expertise?

2 A. Correct.

3 Q. It's also right that Rydon never instructed fire safety
4 consultants or specialist fire safety experts for the
5 refurbishment project?

6 A. No, in my experience they didn't, no.

7 Q. In your experience they didn't? Specifically --

8 A. Sorry, for the specific project, no, they didn't.

9 Q. No.

10 Was it your view at the time that Rydon were relying
11 on Exova to identify any relevant non-compliances with
12 employer's requirements or the Building Regulations?

13 A. No, we were relying on our specialists. We were relying
14 on Harley, we were relying on Studio E and we were
15 relying on Building Control.

16 Q. I see. So, from that, can we take it that Rydon never
17 did rely on any work or advice done or given by Exova?

18 A. Well, Exova were, as we know, part of an email trail,
19 and they were actually contacted via Studio E. So it
20 formed part of the email trail, but I'm not sure.

21 Q. Right.

22 A. Sorry, go on.

23 Q. Yes. So Exova were never integrated into the design and
24 build team.

25 A. No, correct.

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1 Q. I think that's what you're saying. Why is that?

2 A. It wasn't -- in my experience with Rydon, it wasn't --
3 we hadn't employed, I hadn't seen employed, a specialist
4 fire consultant on any previous projects.

5 Q. I see. And that includes, does it, the previous
6 high-rise overcladdings that Rydon had done?

7 A. Correct.

8 Q. For example, Chalcots?

9 A. Correct.

10 Q. And Ferrier Point?

11 A. Yes.

12 Q. Yes.

13 Can I just ask you some questions about the
14 appointment of Exova.

15 In his oral evidence to the Inquiry, Mr Kuszell of
16 Studio E told us -- and for our own purposes, it's
17 {Day6/29:20} to {Day6/30:1} -- I will give you the full
18 quote, and if you need to see the transcript, we can
19 look at it together.

20 A. That's fine.

21 Q. He said:

22 "... when it comes to the fire regulations, which
23 have, as you can see from this document, become
24 increasingly voluminous and actually at times difficult
25 to interpret, it's critical to get involved with

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1 building control as early as possible, and, [these are
2 the words I want to focus on] when you're dealing with
3 any project which has any order of complexity, then
4 a fire consultant is essential to guide you through."

5 That was Mr Kuszell's evidence of his experience.

6 Do you agree with Mr Kuszell that a fire consultant
7 is essential to guide you through projects which have
8 any order of complexity?

9 A. In hindsight, definitely.

10 Q. At the time?

11 A. At the time, I had never experienced Rydon using a fire
12 consultant, so ...

13 Q. It would follow, I think, from that that you never
14 explored how much it would have cost to engage
15 a fire safety engineer as part of your design and build
16 team.

17 A. I believe we talked about a fire consultant during the
18 tender period, and that was actually focused on the
19 lower four floors. The cladding or the overcladding
20 element was something that we had had experience with
21 for the previous, I don't know, six years with what we
22 believed to be a competent specialist subcontractor. So
23 as far as risk goes, that was -- we were comfortable
24 with that. What -- the nuances of this particular
25 contract, the lower four floors and the escape routes,

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1 was of a greater concern to us.

2 Q. Did your budget that formed your tender price include
3 anything for a fire safety engineer?

4 A. It may have done, yes.

5 Q. Did you ever have any discussions with the TMO about
6 whether the budget could accommodate a fire consultant
7 as part of the D&B team?

8 A. I don't believe so, relating to budget, no, I don't.

9 Q. Can I ask you to go to {ART00002255}, which is a set of
10 the minutes of the contractor induction meeting of
11 1 April 2014. This is a document we are going to come
12 back to, I think, a number of times.

13 It was held at the Network Hub, KCTMO's offices, on
14 1 April 2014 between 12.00 and 2.15 that day. You're
15 present there, as you can see, and Mr Blake has given
16 these minutes for information purposes. We can also see
17 Mr Maddison, Mr Gibson and Ms Williams from the TMO and
18 Artelia there as well.

19 Can I ask you to look at page 4 {ART00002255/4},
20 please, and look at paragraph 5.3. This is under the
21 heading "Novation of Designers".

22 Under 5.3, the notes record:

23 "Exova completed the fire strategy at tender stage.
24 They have not been novated, but SL will contact them
25 with the view of using them going forward."

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1 Do you recall making that statement at that meeting?

2 A. Not necessarily the specific statement, but I do recall
3 that we were considering use of Exova or another fire
4 consultant in relation to the lower four floors.

5 Q. When you say "we", who do you mean by that?

6 A. I mean Rydon as the team.

7 Q. I see.

8 If it wasn't you who said that, can you help us with
9 who did say that at that meeting, "SL will contact" --

10 A. It probably was me -- well, the meeting states that, so
11 obviously it was me.

12 Q. Yes, okay.

13 Now, you can see that the first sentence says:

14 "Exova completed the fire strategy at tender stage."

15 Do you know, can you help us, who used the word
16 "completed"?

17 A. I can't.

18 Q. Who said, "Exova completed the fire strategy at tender
19 stage", do you remember?

20 A. I can't recall, no.

21 Q. At this stage, had you seen issue 3 of Exova's outline
22 fire safety strategy dated 7 November 2013?

23 A. I would assume so, because I would assume that was all
24 part of the tender pack that come across to us in
25 December/January time, or November time.

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1 Q. So when the person said, "Exova completed the

2 fire strategy at tender stage", what document did you
3 understand that to be referring to?

4 A. The -- well, at the time I can't recall, but having seen
5 information since, I would suggest it was the Exova
6 issue 3 of their fire strategy document, which I believe
7 we received as part of the tender pack.

8 Q. Yes, I see.

9 Now, it records that they have not been novated, so
10 in your mind at the time, who were Exova in contract
11 with?

12 A. I'm not sure I knew whether it was Studio E or TMO.

13 Q. Did you not ask?

14 A. No, and in theory it wasn't really relevant at that
15 stage.

16 Q. Right.

17 When it says, "They have not been novated", did that
18 not indicate to you that you at least, Rydon, weren't
19 taking them on and that therefore they would remain in
20 contract either with Studio E or with the TMO?

21 A. It could mean that they have just finished their section
22 of work, they've completed their contract today,
23 that's ...

24 Q. When it says "SL will contact them with the view of
25 using them going forward", who would be "using" Exova,

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1 would it be Rydon?

2 A. It would be Rydon.

3 Q. I see.

4 Was there any discussion, either at this meeting or
5 at around that time, with the TMO or Studio E or Artelia
6 as to how the TMO might use Exova going forward?

7 A. I don't recall any, no.

8 Q. Was there any discussion at this meeting or around this
9 time as to how Studio E might use Exova going forward?

10 A. Again, I don't -- I don't recall any discussion.

11 Q. Or how you, Rydon, would use Exova going forward?

12 A. I don't think ... I don't believe so. I can't remember.
13 I don't remember the -- I remember the meeting in
14 general, but what was exactly spoken about in that
15 meeting, I can only rely on the minutes.

16 Q. Right.

17 I'm just trying to get to the bottom of your
18 understanding, Mr Lawrence, and obviously if you can't
19 remember and you can't help us, then so be it.

20 Was it your understanding that in contacting them
21 with a view to using them going forward, was that with
22 a view to you subcontracting them in or simply using
23 them -- picking their brains, as it were, as somebody
24 else's subcontractor/contractor?

25 A. I would assume -- and I have to say I assume because

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1 I don't remember specifically, but I would assume that
 2 would be us subcontracting them.
 3 Q. I see.
 4 Did you ask the TMO, or Studio E for that matter,
 5 about whether Exova expected to be kept up to date with
 6 the project?
 7 A. No, I didn't ask.
 8 Q. Did you wonder?
 9 A. Not particularly. I don't recall there being any issue
 10 around that, no.
 11 Q. Did you ask the TMO, who were your client, to see the
 12 contract under which Exova had been retained, either by
 13 the TMO or by Studio E?
 14 A. No.
 15 Q. Did you ask Studio E that question?
 16 A. No, I don't believe so, no.
 17 Q. Were you not interested to know on what contractual
 18 basis Exova had completed the fire strategy at tender
 19 stage as this minute records?
 20 A. I don't remember it flagging any concern and need to see
 21 the contract that they had previously been with, no.
 22 Q. Right.
 23 Was there a discussion at this meeting about the
 24 need for a fire safety consultant in relation to the
 25 lower four floors at this meeting?

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1 A. I don't recall. I just -- the lower four floors was --
 2 is what I recall from our, as in Rydon's, concern about
 3 the fire strategy on the lower four floors.
 4 MR MILLETT: Yes.
 5 Mr Chairman, that's probably as convenient a moment
 6 as any to break.
 7 SIR MARTIN MOORE-BICK: All right. Well, in that case, we
 8 will have a break now, Mr Lawrence. We will come back
 9 at 11.30, if that's going to be long enough.
 10 Is that going to be long enough, Mr Millett?
 11 MR MILLETT: Yes, Mr Chairman, that's perfectly fine.
 12 SIR MARTIN MOORE-BICK: 11.30, please. No talking to anyone
 13 about your evidence while you are out of the room,
 14 please. Off you go with the usher.
 15 THE WITNESS: Thank you.
 16 (Pause)
 17 SIR MARTIN MOORE-BICK: Good, 11.30, please.
 18 MR MILLETT: Thank you.
 19 SIR MARTIN MOORE-BICK: Thank you.
 20 (11.16 am)
 21 (A short break)
 22 (11.30 am)
 23 SIR MARTIN MOORE-BICK: Right, ready to carry on,
 24 Mr Lawrence?
 25 THE WITNESS: Yes.

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1 SIR MARTIN MOORE-BICK: Good, thank you.
 2 MR MILLETT: Mr Lawrence, I need to correct one or two
 3 things that I put to you this morning because a date is
 4 wrong that I put to you.
 5 Can I ask you first to be shown {ART00008915}. This
 6 is an email we looked at this morning. I think I put it
 7 to you that it was dated 11 December 2014. In fact, as
 8 was often but not consistently, I believe, the case at
 9 this time, Artelia used an American dating system, and
 10 this in fact is dated 12 November 2014. That would mean
 11 that the email or the document I showed you at
 12 {ART00003086}, which was 17 November, which we looked
 13 at, was after this email and not before it.
 14 Let's just have a look at that document to be
 15 absolutely sure so that you're clear. {ART00003086}.
 16 It's still rev A.
 17 A. Yes.
 18 Q. So it's after the email we looked at before it, so
 19 you're clear. Thank you very much.
 20 Coming back to where we were, we had just been
 21 looking at the contractor's induction meeting of
 22 1 April 2014 together where you said that you would look
 23 at using Exova going forward. You confirmed that
 24 intention to contact a fire consultant on, we have
 25 counted, at least three later occasions, and I just want

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1 to go through those with you, please.
 2 First, {ART00002495}. This is the note of
 3 a pre-start meeting of 13 June 2014, and we can see that
 4 Claire Williams is there present, three people from
 5 Artelia, and you're there as well.
 6 If we can go, please, to page 3 {ART00002495/3},
 7 paragraph 3.5, it says:
 8 "SL to appoint other consultants (to include
 9 fire ...) after the main sub-contractors are on board."
 10 Do you see that?
 11 A. Yes.
 12 Q. At this stage -- this is now June, so we have moved from
 13 April to June 2014 -- what steps had you taken to
 14 appoint fire consultants?
 15 A. We hadn't, and I think we're clarifying there that we
 16 would do that after the main subcontractors are on
 17 board, and I'm not sure if they were at that stage or
 18 not.
 19 Q. I follow.
 20 Let's look at the next meeting, which is
 21 {ART00002614}. This is progress meeting number 1, held
 22 on 15 July 2014. So we're about a month on from the
 23 last one. Can I ask you, please, to look at item 1.8 on
 24 page 2 {ART00002614/2}. It says again, it's the same
 25 rubric:

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1 "SL to appoint other consultants (to include
 2 fire ...) after the main sub-contractors are on board."
 3 We're now a month on. What steps had you taken?
 4 A. I'm not sure we had taken any within that month.
 5 Q. Let's go to another one, then, {RYD00018299}. That's
 6 progress meeting number 3 held on 16 September 2014, and
 7 you can see you're present again.
 8 If we go to page 2 {RYD00018299/2}, under item 1.4,
 9 we see the same language again:
 10 "SL to appoint other consultants (to include fire ,
 11 DDA, acoustic, etc) after the main sub-contractors are
 12 on board."
 13 Now, by this stage the main subcontractors were on
 14 board, weren't they, Harley was on board?
 15 A. I would imagine so.
 16 Q. Yes.
 17 What steps had you taken by this stage to appoint
 18 a fire consultant or investigate doing so?
 19 A. We hadn't at that stage.
 20 Q. Right. Did you ever?
 21 A. We -- so the initial intention regarding fire
 22 consultants was for the lower four floors, as I've said
 23 previously. The cladding, in our view at the time, was
 24 less of a risk than the lower four floors because of the
 25 means of escape. So we had -- we thought that it may be

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1 a good idea to have a fire consultant for those lower
 2 four floors, but as the design progressed and the input
 3 from Building Control, particularly Paul Hanson, we
 4 ultimately come to the conclusion that we didn't need
 5 that fire consultant for the lower four floors.
 6 Q. Do you remember when that decision was taken?
 7 A. No, not without going through the records, no,
 8 I couldn't.
 9 Q. You say "we", who was the "we"?
 10 A. It would be a team -- a Rydon team decision. I couldn't
 11 specifically say who was in the room and who wasn't in
 12 the room or even exactly when it was, to be fair.
 13 Q. That's very fair. When you say a Rydon team decision,
 14 so nobody from outside Rydon, such as Studio E or
 15 Harley?
 16 A. No.
 17 Q. I see.
 18 Now, Mr Ashton of Exova tells us that nobody ever
 19 contacted him from Rydon. We don't need to go to the
 20 transcript, but it's his statement, in fact, and also
 21 {Day17/191:1-3}.
 22 Is he right about that?
 23 A. Yeah, I don't recall contacting him regarding fees.
 24 Q. Did you ever have any contact at all with Mr Ashton?
 25 A. Directly, no, I don't believe so.

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1 Q. Well, there are some emails we can look at later on in
 2 relation to specific topics, but you had no contact with
 3 him specifically?
 4 A. No, I don't believe so.
 5 Q. I think you told us earlier, but just confirm, that you
 6 didn't understand what the continuing contractual
 7 position was as between Exova and either Studio E or the
 8 TMO?
 9 A. Yeah, I didn't know that at the time.
 10 Q. And you didn't investigate it?
 11 A. No.
 12 Q. Right.
 13 If you had appointed another fire consultant or
 14 Exova as a fire consultant, what would you have asked
 15 them to do?
 16 A. At the time, we would have asked them specifically to be
 17 looking at the lower floors, but we may have gone -- we
 18 may have been more general than that, and encompass the
 19 whole build. But possibly we would have just looked at
 20 the lower floors.
 21 Q. We've seen the minute of 1 April, and we've seen the
 22 minutes of June, July and September on this topic, but
 23 did you have any discussions with Studio E about what
 24 you would need from a specialist fire consultant, even
 25 in relation only to the lower four floors?

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1 A. I don't recall any specific discussions, no.
 2 Q. Right.
 3 Do you know why at each meeting the same wording
 4 keeps coming into the minutes, "SL to appoint other
 5 consultants, to include fire", but nothing was done?
 6 A. I would suggest at that stage we didn't know if we were
 7 going to appoint somebody or not, and I would suggest we
 8 weren't clear with the client that we were either going
 9 to do so or we weren't going to do so, we were unsure at
 10 that stage.
 11 Q. I see. So would it be fair -- I don't want to make you
 12 say something if it isn't correct -- that when we look
 13 at these minutes and see those words there about "SL to
 14 appoint other consultants, to include fire", at this
 15 stage, at least, it's just a placeholder, essentially?
 16 A. Partly. I mean, we would -- we intended to look into
 17 it, definitely. So it wasn't just an off-the-cuff
 18 comment. But at the stage of the project in
 19 September -- and I would have to look at the records to
 20 be absolutely sure -- I think we were only at the very,
 21 very early stages. I doubt at that stage we were even
 22 constructing anything in the lower four floors. I would
 23 imagine we were clearing the site and doing enabling
 24 works.
 25 Q. Right.

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1 A. So it would be fairly early on for us to decide whether
2 we actually needed that input or we didn't need that
3 input.

4 Q. I see. Does it follow from that that there was no
5 specific discussion at any of these four meetings about
6 specifically what you would ask a fire consultant to do?

7 A. Correct.

8 Q. I see.

9 Can I ask you to look at Mr Sounes' witness
10 statement. This is {SEA00014273/152}, please. I would
11 ask you to look with me, please, at paragraph 372. This
12 is, although one can't see it from the previous page,
13 around about April time, March/April, and he says:

14 "Around this time I believe I asked Simon Lawrence
15 whether Rydon would extend Exova's appointment or
16 appoint another fire consultant. Simon said that Rydon
17 typically did not engage fire consultants on the basis
18 that the strategy was established by the client's team
19 and, as contractor, it was responsible for executing it.
20 He regarded it as Building Control's responsibility to
21 raise any concerns and satisfy themselves with the
22 details of the submission."

23 Did Mr Sounes ask you to extend Exova's appointment
24 or appoint another fire consultant as he says there?

25 A. I think he's asking us whether we would, not actually

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1 that we need to. We may have had that conversation,
2 I don't recall it specifically.

3 Q. Did you tell Mr Sounes what he says you told him here by
4 way of a response?

5 A. I think that's -- whether that's word-for-word exact,
6 but I think that's a fair explanation of how Rydon
7 typically dealt with the issue of fire --

8 Q. Yes.

9 A. -- and compliance.

10 Q. So you're not quarrelling with his evidence there about
11 the gist of your response to him?

12 A. No, not the gist of it, no.

13 Q. Did Mr Sounes accept what you told him and leave it at
14 that, or did he take you up on it?

15 A. I think it was just left as it -- as that. I don't
16 believe we had any further -- well, I don't recall any
17 further correspondence from Studio E saying, "This is
18 a service that is needed". So, no, I don't think it
19 went any further than that.

20 Q. You see, Mr Sounes has told us that his recollection is
21 that he queried what you were saying back to him, and
22 that it came up more than once. That's {Day12/168:20}.
23 Do you remember that?

24 A. I don't remember that, but I would expect if it was as
25 serious a point as Mr Sounes is suggesting that there

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1 would be emails relating to that. And I would suggest
2 if he didn't get a response that he felt was appropriate
3 from myself, then he would go further up the Rydon
4 chain.

5 Q. Yes.

6 A. So ... yeah.

7 Q. If it's right that you did tell him that Rydon typically
8 didn't engage fire consultants, as he records you
9 telling him here at paragraph 372, and you confirming
10 that the gist of it is as he said, how can you explain
11 that on 1 April you told the contract induction meeting
12 that you would contact Exova with a view to using them
13 going forward?

14 A. Because Grenfell was a -- the thing that stood out for
15 us at Grenfell wasn't the overcladding, because we had
16 had experience of that previously, it was actually the
17 lower floors and the works involved in changing the
18 means of escape, obviously adding flats in there,
19 demolition works, et cetera. So that was more of our
20 focus and concern at the time.

21 Q. If the gist of what you said back to him was as he said
22 here, we don't see you saying, "Well, we'll think about
23 using Exova for the lower four floors", so did you tell
24 him that?

25 A. Well, I don't recall this specific conversation, but

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1 I think the general -- I agree in the general principle
2 what he's saying.

3 Q. Right.

4 A. But the conversations backwards and forwards relating to
5 that subject, I don't -- I don't remember any specific
6 ones.

7 Q. So he would say: well, you did tell him that you didn't
8 typically engage fire consultants, et cetera, but
9 nonetheless at the meetings we see you did indicate that
10 you would look at using Exova going forwards, and that
11 appointing a fire consultant was a repeated theme in
12 later meetings, June, July and September 2014. Can you
13 comment on that?

14 A. Not any more than I probably just have, to be --

15 Q. All right.

16 I think the point that I'm trying to put to you is
17 that if, in fact, Rydon was going to use or was going to
18 think about using Exova or another fire safety
19 consultant going forward, even if only for the lower
20 four floors, that is something you would have told
21 Mr Sounes when he asked you to extend the appointment?

22 A. I would imagine so, but I don't recall the conversation,
23 so I --

24 Q. Right.

25 A. I'm just agreeing in principle on what he's saying

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1 there.
 2 Q. You didn't take away from that conversation the idea
 3 that Mr Sounes was happy that a fire consultant was
 4 unnecessary, did you?
 5 A. As I don't recall the conversation, I can't recall any
 6 feelings about it.
 7 Q. You could recall, I think, a moment ago, the gist of
 8 your response to him.
 9 A. Well, the response would be in line with what I had seen
 10 and experienced -- my experience of Rydon, what we
 11 typically did or didn't do, as in using fire
 12 consultants.
 13 Q. Yes, I thought you were telling us earlier that although
 14 you didn't recall the precise words of the conversation,
 15 you recalled the gist of your telling him what he has
 16 recorded there at paragraph 372; is that wrong?
 17 A. I think we might actually be splitting hairs then.
 18 I think perhaps I'm not communicating very clearly. But
 19 I don't recall the conversation specifically, but what
 20 he's saying was said in general terms, I agree that that
 21 would have been the position, as in Rydon didn't
 22 typically engage fire consultants, in my experience, and
 23 we would regard Building Control's responsibility to
 24 raise concerns.
 25 So in general principle, I agree with what he's

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1 saying, but I don't recall that specific conversation.
 2 Q. Right.
 3 Therefore, it would follow that when you indicated
 4 to the meeting on 1 April 2014 that you would look at
 5 using Exova going forward, even if only for the lower
 6 four floors, that would be a departure from Rydon's
 7 established practice, wouldn't it?
 8 A. It would, yes, and for the reason that Grenfell had some
 9 unique parts of the contract that we were looking at,
 10 which was the lower four floors and particularly around
 11 the means of escape. There was a lot of reconfiguration
 12 works around the means of escape for the residents,
 13 whilst they were occupying the building, so yes, it was
 14 flagged as a risk and we discussed the possibility of
 15 taking on a fire consultant.
 16 Q. Between April and September of 2014, do you recall
 17 having had a discussion with Mr Sounes about using Exova
 18 going forward in relation to the lower four floors?
 19 A. I don't recall any specific discussions.
 20 Q. Let's pick up the story, then, after the
 21 16 September 2014 progress meeting.
 22 Can we look, please, at {SEA00011754}. This is
 23 an email chain between you and Neil Crawford at Studio E
 24 in the middle of September 2014. The first one is at
 25 the bottom of page 1 and the top of page 2

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1 {SEA00011754/2}. If we could just go to page 2,
 2 I think, first of all, this is an email from
 3 Neil Crawford to Terry Ashton at Exova, copied to you.
 4 Do you see that?
 5 A. Yes.
 6 Q. The subject is:
 7 "Grenfell Tower Regeneration Project Fire Strategy
 8 Drawings - Minor revisions."
 9 "Terry" -- and you can see the text there. The
 10 gist, I think, is that you are asking for his advice
 11 about the escape distance, wall and door ratings --
 12 sorry, not you, Neil Crawford is asking for that. Do
 13 you see that there?
 14 A. Yes.
 15 Q. And he is asking for advice on the revised strategy
 16 plans relating to the ground floor, mezzanine and
 17 walkway level in the way I've just identified.
 18 Now, you reply to that email. If we can go back to
 19 page 1 {SEA00011754/1}, please, at the bottom, you reply
 20 to Neil Crawford:
 21 "Hi Neil,
 22 "I'm just catching up on emails, particularly around
 23 design and have noticed Exova in the chain. I know that
 24 they provided information in the tender for KCTMO but
 25 I don't know if they are still working for them. I know

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1 that we haven't employed them. So if you are getting
 2 some free advice then great otherwise we will need to
 3 look at this."
 4 Given what you said in April, June, July and only
 5 a few days before in September at the initial meeting
 6 and the progress meetings about looking to use a fire
 7 consultant, why did you let matters run to September
 8 without having actually appointed one?
 9 A. Because I believe, and I think the email at the top
 10 probably highlights this, we were still in discussions.
 11 It was still in the design process and waiting for
 12 Building Control comments around the whole lower four
 13 floors, the AOVs, et cetera. So at that stage, we
 14 hadn't decided if we were using a fire consultant for
 15 those areas or not, and we were engaged probably around
 16 that time and afterwards, obviously for a period of
 17 time, with John Hoban and Paul Hanson relating to their
 18 input around the fire strategy.
 19 Q. Yes, I see.
 20 If you look at the response we have just looked at
 21 together, it seems from that that you did know that they
 22 had provided information in the tender for the TMO.
 23 Does that help us clarify that you knew at the time that
 24 they had been retained by the TMO as opposed to
 25 Studio E?

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1 A. No, I didn't know that.
 2 Q. You didn't know --
 3 A. I think that's an assumption, I didn't know that.
 4 Q. Well, you say, "I know that they provided information in
 5 the tender for [the TMO]".
 6 A. By that I'm saying it's the TMO's tender that came out,
 7 because it was from them, and within their information
 8 that they sent us there was an Exova fire strategy
 9 document. So whether they provided it to Studio E or
 10 somebody else, it was still within the TMO's tender as
 11 a whole.
 12 Q. I see.
 13 A. That's what I'm referring to.
 14 Q. But in the email you go on to say:
 15 "... but I don't know if they are still working for
 16 them."
 17 Which would indicate to us at least that you knew
 18 that at that stage that they had in the past worked for
 19 them, them being the TMO; is that right?
 20 A. Not ... no, I didn't know. In fact, I didn't know until
 21 recently in the evidence that they were definitively
 22 working for the TMO or -- and contracted to the TMO.
 23 I'm making an assumption there that because it was a TMO
 24 tender and, as I've said, the fire strategy come out
 25 with the TMO tender documents, that, you know, it's kind

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1 of the royal "them", whether it be TMO, Studio E or
 2 whoever.
 3 Q. I see. So the TMO's group, if you like?
 4 A. Yes, yes, sorry, I'm -- yeah.
 5 Q. Did you --
 6 A. Design team, you could change that to, and would mean
 7 the same thing.
 8 Q. Did you ask the TMO if you could be sent the
 9 communications that they had or their team had had with
 10 Exova?
 11 A. No.
 12 Q. Why is that?
 13 A. Why would they -- I'm not sure why they would be
 14 relevant. We had a document that was issued. I'm
 15 sorry, I don't understand the relevance.
 16 Q. Let's look at it this way: you knew at this stage that
 17 you had not yet appointed a fire consultant --
 18 A. Correct.
 19 Q. -- and you weren't sure what the TMO were doing, so far
 20 as that was concerned. Wasn't it important for you,
 21 Rydon, as the incoming contractor, to understand what
 22 the current position of Exova was and who they were
 23 retained by and what they were going to be doing?
 24 A. No, I would think it would be on the design and build
 25 contractor to satisfy themselves that the fire strategy

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1 is correct. Quite often the client teams retain their
 2 own advisers to oversee the design and build contractor,
 3 so if they were employed by the TMO, then that could
 4 just be another oversight for what we would then employ.
 5 I don't quite see the relevance.
 6 Q. You say, "if you are getting some free advice then great
 7 otherwise we will need to look at this".
 8 Had Rydon decided against instructing Exova because
 9 you saw an opportunity to save money?
 10 A. No.
 11 Q. You --
 12 A. No. We weren't, as the email above says, at the stage
 13 where we decided. We wanted Building Control input, we
 14 wanted to fully understand the lower four floors and the
 15 strategy around that before we made a decision about
 16 what services we needed or didn't need.
 17 Q. Did you decide against instructing Exova or any other
 18 fire consultant because you hadn't budgeted for that
 19 expenditure?
 20 A. I think we had budgeted. How much, I can't tell you --
 21 Q. You don't know? Right.
 22 A. It will be in the records.
 23 Q. Why were you happy for Studio E to get free advice?
 24 A. Because if they were talking to a fire consultant and
 25 that consultant was able to aid them in any way ahead of

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1 our meeting with Building Control, then that's fine.
 2 There would be no difference going to a material
 3 manufacturer and getting advice from their technical
 4 department. We were reliant -- on the lower four
 5 floors, we were reliant to have the conversation with
 6 Building Control and get the full understanding of it,
 7 and I'm not sure in September 2014, with all that was
 8 going on with all the other changes and planning changes
 9 and material changes, that we had got to a position
 10 where we all fully understood the lower four floors down
 11 to the minute detail.
 12 Q. You see, you had been copied in on an email from
 13 Neil Crawford to Terry Ashton in which Neil Crawford
 14 asks for specialist advice from Terry Ashton. Were you
 15 not keen to understand what the contractual, formal
 16 relationship was at that time between Studio E and
 17 Exova?
 18 A. No, it didn't concern me, no.
 19 Q. Why was that? Was it not important for you to
 20 understand on what basis Studio E was getting advice?
 21 A. Well, I think it's the same as what I've previously
 22 said, regardless if a client -- well, (a) I would
 23 expect, if Studio E had a contract with Exova, to know
 24 about it and have the conversation we looked at
 25 previously in Bruce's email, for them to be saying,

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1 "We've retained Exova, they're one of our
2 subconsultants", so ... but the same again, I think
3 there's -- as a D&B contractor we should satisfy
4 ourselves with our consultants, and if they double up to
5 what the client team has, then that's fine, that often
6 happens.
7 Q. Yes. It's not quite an answer to my question. I was
8 really seeking to get to the bottom of why it wasn't
9 important for you to understand the formal basis on
10 which Studio E, who was by now your subcontractor, was
11 getting advice from a fire safety specialist.
12 A. Well, I don't know why I didn't ask.
13 Q. Do you think it was -- well, let me put it this way:
14 ad hoc advice on a free basis was unsafe and
15 inappropriate for a project of the scale and complexity
16 of the Grenfell Tower project, was it not?
17 A. If we were totally relying on that advice, then I would
18 agree with you. But, as I've said, we were still
19 waiting for the design and consultation with
20 Building Control relating to these matters. So if it
21 had been a full and final advice as a freebie, then
22 I totally agree with you. But that wasn't the case, it
23 was an input from Exova early on in the stage before the
24 design had been actually developed, fully signed off and
25 fully agreed by all parties.

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1 Q. Given that, as you say, the design hadn't been actually
2 fully developed, fully signed off and fully agreed by
3 all the parties, was it not essential for you at Rydon
4 to put in place a fire safety strategy even if in
5 relation only to the four floors as you told us, to make
6 sure that the resource was reliably there on a clear
7 basis for Studio E to use or for you to use?
8 A. We thought we had a resource with Building Control.
9 Q. Building Control isn't a resource, is it? Not in the
10 sense that you contract it in.
11 A. Well, we pay for their service to check the compliance
12 and provide advice regarding the regulations. So --
13 Q. But they're not a specialist fire consultant, are they?
14 A. But they have a specialist fire engineer in Paul Hanson.
15 Q. If Studio E was getting, as your subcontractor, free
16 advice from Exova, didn't you want to know on what basis
17 Exova was willing to provide free advice?
18 A. I don't recall needing to know, no.
19 Q. Why didn't you want to know that?
20 A. I don't know.
21 Q. Right.
22 Going back to your email exchange that we have here
23 on the screen, he comes back to you on 22 September:
24 "Hi Simon
25 "Thanks for the heads up on the Exova position."

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1 Do you see that?
2 "Ahead of tomorrow's DTM ..."
3 That's design team meeting?
4 A. Yes.
5 Q. "... (tomorrow at 9.00 [or was it 10.00?]) just want to
6 flag up the importance of getting John Hoban and Paul
7 Hanson round a table to agree the fire approach to
8 eliminate package risk re fire ratings/AOVs ..."
9 Then you go back to him and say the same day:
10 "Let's have a chat about this tomorrow after the
11 façade design and get a plan together."
12 So it looks as if façade design was very much in the
13 mix there as part of that discussion.
14 A. No, I don't read that the same as you have. I read that
15 tomorrow's DTM, which presumably was on 23 September,
16 may well have been a -- the time we were meeting Neil --
17 Q. Right.
18 A. -- and Harleys to have a DTM just relating to the façade
19 design.
20 Q. Now, we saw in the April induction meeting that you had
21 said that you were going to be looking at using Exova
22 going forward as the fire safety consultant. Did you
23 tell Mr Crawford or Mr Sounes that that was your plan,
24 at least back at that point in the year?
25 A. I don't recall the conversations about it.

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1 Q. In your email at the top, it says, "Let's ... get a plan
2 together". Did you get a plan together?
3 A. I don't recall the specifics around that, but I would
4 assume, and I am assuming that it was relating to
5 getting a plan together to meet up with John Hoban and
6 Paul Hanson, as is suggested in the email previous.
7 Q. Can we then look on in the story to the next progress
8 meeting, {RYD00022280}.
9 This is a progress meeting number 4,
10 21 October 2014, at page 1. I would like to look at
11 item 1.2, please, and again we see the same language:
12 "SL to appoint other consultants (to include
13 fire ...) after the main sub-contractors are on board."
14 We know that the main subcontractors are on board at
15 this stage and had been for a while.
16 Were TMO not interested -- they are present at this
17 meeting -- in why you had been promising or indicating
18 that you would appoint other consultants, to include
19 fire, since April, but hadn't done it yet?
20 A. I don't recall their thoughts on it.
21 Q. Right.
22 Now, by this time -- we have seen September and this
23 is now October -- the Building Control full plans
24 application had already gone in, hadn't it, it had gone
25 in in August?

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1 A. Okay, yeah.
 2 Q. Was it your understanding that Building Control was
 3 there basically as your complete safety net?
 4 A. Not as a complete safety net because we've got a design
 5 team that should be designing in accordance with the
 6 regulations and compliance, but Building Control is
 7 there to ensure that we do that and they check the plans
 8 that we do that.
 9 Q. Yes, so Building Control are there to check compliance,
 10 but they're not there, were they, to the best of your
 11 understanding, essentially to check your designs for
 12 compliance?
 13 A. Yes, they're there to check the designs for compliance.
 14 Q. But they're not there to do the design work in the first
 15 place, are they?
 16 A. No.
 17 MR MILLETT: No. No.
 18 Mr Chairman, I've just been passed a note that
 19 something has happened with the transcriber. Something
 20 has gone wrong with the transcript. I'm told
 21 five minutes is all that's needed.
 22 SIR MARTIN MOORE-BICK: Right, it seems to be running but
 23 there may be other problems.
 24 MR MILLETT: I think there is a problem with -- if we just
 25 take five minutes, Mr Chairman.

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1 SIR MARTIN MOORE-BICK: 12.15, that will give a little more
 2 time to get in and out.
 3 MR MILLETT: So sorry, Mr Lawrence.
 4 SIR MARTIN MOORE-BICK: Mr Lawrence, there is obviously
 5 a technical glitch that we need to sort out, and we will
 6 be back at 12.15, either to be told that we can carry on
 7 or to be told why we can't carry on. Thank you very
 8 much.
 9 (Pause)
 10 All right, 12.15, please.
 11 (12.06 pm)
 12 (A short break)
 13 (12.15 pm)
 14 SIR MARTIN MOORE-BICK: Well, now, Mr Millett, where are we
 15 now?
 16 MR MILLETT: We are in the middle, I am afraid, we broke in
 17 the middle.
 18 SIR MARTIN MOORE-BICK: At the moment you're in the middle,
 19 because I'm asking you, can we keep going or not?
 20 MR MILLETT: We can keep going. I'm told it was a technical
 21 problem with the audio in the system. I think I have
 22 accurately summarised it.
 23 SIR MARTIN MOORE-BICK: It's been resolved sufficiently to
 24 carry on?
 25 MR MILLETT: Sufficiently.

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1 SIR MARTIN MOORE-BICK: Would you like to ask Mr Lawrence to
 2 come back, please.
 3 (Pause)
 4 Well, now, Mr Lawrence, I haven't asked what the
 5 details of the problem were -- it's probably just as
 6 well -- but I'm told that it's been sufficiently fixed
 7 for us to carry on. I'm sorry about the disruption to
 8 your evidence, but we are now ready to go on.
 9 All right?
 10 THE WITNESS: Yes, thank you.
 11 SIR MARTIN MOORE-BICK: Yes, Mr Millett.
 12 MR MILLETT: Thank you, Mr Chairman.
 13 Mr Lawrence, the distinction you are drawing during
 14 2014 between the lower four floors of the building and
 15 the cladding in terms of the importance for the purposes
 16 of retaining a fire consultant, was that a distinction
 17 in your mind in April, June, July, September, October,
 18 2014?
 19 A. Yes, I would have said the whole -- yeah.
 20 Q. Can you explain why there aren't any documents, emails,
 21 memoranda, notes of meetings which draw that
 22 distinction?
 23 A. No, I can't explain why there isn't any.
 24 Q. Because we don't see anything in the documents at the
 25 time that suggest you would be using Exova or any other

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1 fire consultant in relation to the lower four floors.
 2 Why is that?
 3 A. I don't know.
 4 Q. Right.
 5 Are you sure that's not something that has come into
 6 your mind later?
 7 A. No.
 8 Q. Now, did you make a positive decision not to appoint
 9 a fire consultant?
 10 A. Yes, as a team we did.
 11 Q. I think you have said earlier on that you made that
 12 around about the time when it had become clear to you
 13 that the lower four floors were not going to be such
 14 a big problem. I may have mischaracterised your
 15 evidence.
 16 A. No, no, you're correct.
 17 Q. When was that, do you know?
 18 A. No, I can't. I can't tell you, no.
 19 Q. Right.
 20 Was Studio E or Harley privy to that discussion?
 21 A. No, I think that was a Rydon team discussion.
 22 Q. Did you ever tell the TMO or Studio E that, contrary to
 23 what had been said in the various minutes of the
 24 meetings through 2014, Rydon were no longer going to
 25 considering appointing a fire consultant?

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1 A. I don't know if we told them or not.
 2 Q. So you made the decision within Rydon. My question is:
 3 did you communicate that decision to anybody else in
 4 the --
 5 A. I don't recall one way or the other.
 6 Q. Had you done so, there would have been a record of it,
 7 wouldn't there?
 8 A. If it had been in a meeting or an email, yes, there
 9 would have been.
 10 Q. How would TMO, or Studio E for that matter, know that
 11 you had made that decision, having indicated in the
 12 minutes prior to October 2014 that you were still
 13 looking at appointing a fire consultant?
 14 A. Well, they wouldn't know.
 15 Q. Right. That's a bit of a gap, isn't it, in their
 16 knowledge, and one that you could have filled?
 17 A. We could have done, yes.
 18 Q. Can I ask you to look, please, at a witness statement of
 19 Chris Holt. He was a Rydon employee, wasn't he?
 20 A. He was one of the site managers, yeah.
 21 Q. One of the site managers, and he gave us a statement
 22 dated 27 September 2018. This is {RYD00094210}, and
 23 I would ask you please in that to turn to page 2
 24 {RYD00094210/2}. At paragraph 11, he says:
 25 "I was aware that as the refurbishment was to a

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1 residential block of flats, one of the main risk factors
 2 would be fire safety. When I started on the project
 3 I spoke to Simon Lawrence, the Rydon Contracts Manager,
 4 and asked whether I was required to consider aspects of
 5 fire safety in my role. Simon informed me that it was
 6 not part of my role and that it had been dealt with.
 7 I do not know whose role fire safety was."
 8 First, did Mr Holt ask you whether he was required
 9 to consider aspects of fire safety in his role?
 10 A. I don't recall that conversation, no.
 11 Q. He says he probably started as a site manager in
 12 September 2015, which was only a month or so before you
 13 left Rydon, but you say you don't recall the
 14 conversation?
 15 A. I don't recall that conversation, no.
 16 Q. Right.
 17 Did you tell him anything to the effect that
 18 consideration of fire safety was not part of his role?
 19 A. I doubt it, because I don't recall that conversation or
 20 having any conversations in that manner at all with
 21 Chris.
 22 Q. Right.
 23 A similar question in respect of where he says that
 24 you told him it had been dealt with. Are you sure you
 25 don't recall him --

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1 A. No, I don't recall that conversation whatsoever.
 2 Q. No. Whose role was fire safety at that point, so
 3 September 2015?
 4 A. Well, collectively as a whole team there would be
 5 varying parts of fire safety, there would be the
 6 construction fire safety, where we would have fire
 7 co-ordinators, fire marshals, et cetera, so unless
 8 that's what he is referring to, I don't know.
 9 Q. I see. You say --
 10 A. He may be referring to the site management role in
 11 construction rather than the project as a whole.
 12 Q. Whose role was fire safety in relation to site
 13 management?
 14 A. I think it would depend. I don't know who at the time
 15 was the fire co-ordinator and the appointed fire
 16 marshals. I don't know. I don't recall who that was.
 17 Q. Whose role was fire safety in relation to the building;
 18 in other words, not the fire safety on the site but
 19 fire safety in relation to the project itself?
 20 A. For the refurbishment project?
 21 Q. Yes, for the refurbishment project.
 22 A. That would come under Rydon's, and then for the
 23 ongoing --
 24 Q. Who within Rydon? Sorry to press you.
 25 A. Probably be myself, I suppose.

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1 Q. Right.
 2 Did you ever carry out any due diligence on Exova?
 3 A. No.
 4 Q. Did you ever learn anything about Exova, what they did,
 5 and what their role in the project prior --
 6 A. I knew their name in the industry, but that was as far
 7 as it went.
 8 Q. Let's dig into some detail.
 9 It's right, isn't it, as part of the contract
 10 documentation that you received as part of the tender
 11 package, I think you told us earlier you got issue 3 of
 12 Exova's outline fire safety strategy dated
 13 7 November 2013?
 14 A. I believe that to be correct, yeah.
 15 Q. Can we just look at it. It's {CST00000085}. It is also
 16 in plenty of other places for other people's references,
 17 but this is the one I have at the moment. Here it is in
 18 its first page, and it's a report to Studio E, as you
 19 can see.
 20 Did you read this document --
 21 A. I would --
 22 Q. -- at any stage?
 23 A. Yes, I would have done as part of all the tender and
 24 contract documents, yes.
 25 Q. So to put a date range on that, at some point after

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1 November 2013, but before March or February 2014?
 2 A. Probably would be fair, yeah. Probably would be fair.
 3 Q. Did you rely on it in any way?
 4 A. Yes, we did, because it ... as it says, it outlines the
 5 fire safety strategy related to the design and the works
 6 that were going on.
 7 Q. Did you notice that it was sent to Studio E, it was
 8 a report to Studio E?
 9 A. I have done, but whether that was at the time or
 10 afterwards, I can't recall.
 11 Q. Who did you think, when you read this, was Exova's
 12 client?
 13 A. I would say as and when I noticed that -- again, I can't
 14 recall when that was. Reading that now you would assume
 15 that was Studio E.
 16 Q. When you were appointed, and you became contractor, and
 17 novated Studio E, did you ever ask Studio E whether this
 18 document, issue 3, was sufficient for their purposes?
 19 A. No, I don't think we asked them specifically, no.
 20 Q. Did you ask to see Exova's fee proposal and scope of
 21 works for carrying out the refurbishment works fire
 22 safety strategy?
 23 A. No, I think I've answered that previously. Or do you
 24 mean post this? Either way, no.
 25 Q. Either way, no.

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1 Let's see if we can see if you have ever seen the
 2 document. Can I ask you to be shown it, {TMO10003885}.
 3 This is the fee proposal dated 9 May 2012 sent to
 4 Mr Sounes at Studio E:
 5 "Dear Bruce,
 6 "Re: Grenfell Tower Project - Fire Safety
 7 Engineering Services."
 8 Do you recognise this document?
 9 A. No.
 10 Q. You don't, all right.
 11 Do you recall reading something called an initial
 12 design note dated 12 September 2012?
 13 A. I don't recall reading it, no.
 14 Q. Let me just flash that up and see if it triggers
 15 a recollection, {TMO10037827}. This is it. Does this
 16 look familiar to you?
 17 A. No.
 18 Q. Do you recall reading either of issue 1 or issue 2 of
 19 the outline fire safety strategy which were the
 20 precursors to issue 3 that you did see?
 21 A. I don't believe so.
 22 Q. Right.
 23 A. I think we were only issued with issue 3.
 24 Q. Now, I would like to turn back to your witness
 25 statement, please, and look at paragraph 48. This is

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1 {RYD00094220/9}. You say at paragraph 48:
 2 "Before the project began Rydon instructed
 3 specialist contractors to undertake a number of surveys
 4 of the site. These included surveys relating to the
 5 presence of asbestos, lifts, electrical systems and
 6 structural issues relating to the first four floors.
 7 Rydon used contractors to undertake those surveys - for
 8 example, our electrical sub-contractor JS Wright did the
 9 electrical survey."
 10 Did you arrange a fire safety strategy of your own?
 11 A. No, we didn't.
 12 Q. I think you did commission a site fire risk assessment,
 13 didn't you?
 14 A. That I believe would be an internal --
 15 Q. Right.
 16 A. I'm assuming, internal management.
 17 Q. Okay. Let's just see if we can pin that down and deal
 18 with it. Paragraph 67 of your statement, please,
 19 page 14 {RYD00094220/14}. You say in the second line
 20 there:
 21 "Rydon had a site fire risk assessment developed for
 22 the construction phase. That was based on the knowledge
 23 that there was a 'stay put' policy for the tower block.
 24 That policy was consistent with what I had found on
 25 other projects."

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1 So the site fire risk assessment, what was that for?
 2 A. How we managed the -- how we managed the site, the
 3 construction phase of the project in relation to fire.
 4 Q. If you had a site fire risk assessment as you say here,
 5 why not a fire safety strategy for the project beyond
 6 issue 3 that we had seen?
 7 A. Well, I think we would be relying on issue 3.
 8 Q. So that was it?
 9 A. Yeah, if nothing had changed, then yeah.
 10 Q. Now, let's look at issue 3, if we can. Can you please
 11 see a document {RYD00018989}. This is where we see it
 12 being sent to you.
 13 Now, you told us earlier that you had seen it as
 14 part of the tender package. Here we see that on
 15 29 September 2014, Neil Crawford sends John Hoban,
 16 copied to you, the current Exova study. Do you see
 17 that? He says it was:
 18 "... written prior to the Fire Strategy Rev B
 19 changes and also attached the correspondence with Exova
 20 relating to the Rev B changes which we will modify
 21 accordingly."
 22 Now, if we look at it again -- it's back to
 23 {CST00000085} -- you can see it's entitled at the top
 24 "Grenfell Tower Outline Fire Safety Strategy".
 25 Were you ever concerned that this document never

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1 progressed beyond an outline?
 2 A. I don't think we would have distinguished between
 3 an outline and ... I don't think we would have noticed
 4 that word particularly, and it would have stood out
 5 particularly.
 6 Q. Did it not concern you that you never thereafter saw
 7 a detailed fire safety strategy?
 8 A. In my time -- the build hadn't finished by the time that
 9 I had left, but as far as we're aware, that was -- or
 10 understood at the time, that was -- that had looked at
 11 the works -- the refurbishment works that were going on
 12 and were -- and had said ultimately that, yes, they're
 13 able to go on, and yes, they are -- the works are safe,
 14 providing we completed them in accordance with
 15 building regs, et cetera.
 16 Q. You said in the last answer that, "In my time -- the
 17 building hadn't finished by the time I left". That's
 18 true, that was October 2015, but does that mean that you
 19 wouldn't expect there to be a detailed fire safety
 20 strategy until the refurbishment works had been
 21 completed?
 22 A. I think it depends if there's any changes, significant
 23 changes, on the way through the process.
 24 Q. Wouldn't you want a detailed fire safety strategy long
 25 before completion of the refurbishment works?

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1 A. We thought we had. We thought this gave us the
 2 information that we needed.
 3 Q. All right.
 4 Can I ask you to turn to page 9 {CST00000085/9} in
 5 it, please, and look at paragraph or section 3.1.4.
 6 Can I ask, first of all -- I'm sorry -- when you did
 7 receive this document, first of all as part of the
 8 tender package and secondly again in late
 9 September 2014, did you read it thoroughly?
 10 A. Whether I would have done in September, but I would have
 11 done initially, definitely.
 12 Q. Right.
 13 Let's look together at 3.1.4 on page 9 under
 14 "Compliance with B4 (external fire spread)". The report
 15 says:
 16 "It is considered that the proposed changes will
 17 have no adverse effect on the building in relation to
 18 external fire spread but this will be confirmed by an
 19 analysis in a future issue of this report."
 20 Did you note at the time that the proposed changes
 21 there were not identified specifically?
 22 A. I don't know whether I had noted that or not. This come
 23 as part of the whole tender pack, when we saw it, and
 24 the tender pack included overcladding and all the other
 25 changes. So I suggest that we presumed that it was

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1 cognisant of all the information it was attached to.
 2 Q. Does that tell us that when you read the words "proposed
 3 changes" in this paragraph, you understood that that
 4 included the overcladding?
 5 A. Yes.
 6 Q. You see, let's just finalise this a little bit more,
 7 because Mr Ashton gave some evidence about this, but
 8 let's look at the document.
 9 If you look at section 1 {CST00000085/4} under the
 10 introduction, you can see that, when we get there, the
 11 refurbishment is summarised in five bullet points, but
 12 we don't see any reference there to the overcladding.
 13 But I think you're telling us -- and correct me if this
 14 is wrong -- that didn't make a difference to you and you
 15 understood the proposed changes did include
 16 overcladding?
 17 A. I thought the proposed changes including overcladding
 18 because --
 19 Q. Right.
 20 A. But reading this now, I can see that it doesn't
 21 expressly state "overcladding" in that.
 22 Q. Did you note that there was no information at all given
 23 in this outline fire safety strategy about what the
 24 cladding was going to be comprised of or anything about
 25 its design?

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1 A. I don't recall noting that, no.
 2 Q. Did you make any effort to establish what documentation
 3 Exova had read or considered, particularly in relation
 4 to the exterior?
 5 A. No, I had assumed that again, as it was attached to
 6 a complete set of tender documents, drawings, et cetera,
 7 it encompassed everything.
 8 Q. Did you know whether or not Exova had been given the
 9 specification of the cladding system when it wrote the
 10 report?
 11 A. No, I didn't know that.
 12 Q. Did you know whether Exova had been involved in the
 13 drawing up of the NBS specification forming part of the
 14 tender?
 15 A. I didn't know that, no.
 16 Q. Did you make any assumptions one way or the other at the
 17 time?
 18 A. I assumed that they had been part of the design team
 19 from the start and had been on the design journey as to
 20 what was going to be part of the refurbishment and what
 21 wasn't.
 22 Q. I see. You assumed it, but you didn't ask anybody about
 23 it?
 24 A. No, I don't believe so. I don't recall doing so.
 25 Q. Right.

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1 Did you know -- and I think the answer would follow
 2 from your last answer that you didn't -- whether Exova
 3 had actually ever seen the NBS specification?
 4 A. No, I didn't know.
 5 Q. Going to page 4 at the bottom of the page --
 6 A. Sorry, can I just say that there's obviously -- and I'm
 7 reading this now rather than from memory -- but there is
 8 a note at the bottom there that it's based upon
 9 discussions held with the design team, RBKC and on fire
 10 access and fire strategy drawings produced by
 11 Studio E LLP. So I think that -- you know, I think you
 12 would -- you could easily assume that that is part of
 13 the whole pack of drawings and specification.
 14 Q. It's interesting you say that, because that was my next
 15 question. Looking at that reference, can you tell us
 16 what those were? What were the fire strategy drawings
 17 produced by Studio E?
 18 A. Yeah, I can't -- there are drawings there that show the
 19 lower four floors and where the compartments need to be,
 20 where the travel distances were, et cetera.
 21 Q. Did those drawings include anything, so far as you can
 22 recall, giving any details of the specific cladding
 23 proposal?
 24 A. I don't know without looking at any of the drawings,
 25 I don't know.

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1 Q. Going back to paragraph 3.1.4 on page 9 {CST00000085/9},
 2 did you notice at the time that, as at September 2014
 3 this report had been through three issues but there had
 4 as yet been no further analysis of the proposed changes
 5 from previous issues?
 6 A. Sorry, can you give me that again?
 7 Q. Let me try the question a slightly different way.
 8 When you saw this report in September 2014, having
 9 first read it --
 10 A. Sorry, is this the November report?
 11 Q. Let's back up. This is the November report, issue 3,
 12 which you had first seen in the tender; yes?
 13 A. Yes.
 14 Q. And then you saw again in September 2014.
 15 A. Sorry, yes.
 16 Q. Yes.
 17 Did you note in September 2014 there had been as yet
 18 no further analysis or any analysis in a future issue of
 19 the report?
 20 A. No, I didn't know that.
 21 Q. Did you note at the time that there had been as yet no
 22 comprehensive and unqualified B4 assessment?
 23 A. No.
 24 Q. Why didn't you pick that up in September 2014 and ask
 25 yourself the question: well, this has been outstanding

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1 from at least November 2013, where are we now?
 2 A. Well, I don't know if I had noted it or saw it at the
 3 time, I don't recall, but "analysis in future issue of
 4 this report" doesn't necessarily mean that Exova are
 5 doing that, it could be AN Other, and it -- and
 6 "confirmed by analysis" could also be compliant with
 7 Building Control regulations. So I think it's open to
 8 interpretation.
 9 So I didn't -- sorry, going back to your original
 10 question, I didn't note it at the time or recall it at
 11 the time.
 12 Q. Whether it's Exova or AN Other as you say, despite the
 13 provisional nature of this advice on the issue of
 14 compliance with B4, is it right that neither you nor
 15 nobody else in Rydon ever took any steps to resolve
 16 these matters by getting a final report based on all the
 17 drawings which did give complete and unqualified advice
 18 in relation to B4, "External fire spread"?
 19 A. I didn't during my time on the project.
 20 Q. Can you explain why that is?
 21 A. Because I would read that that providing we comply with
 22 the Building Regulations, then -- and the system is
 23 compliant, then it will not have any adverse effect on
 24 the outside of the building.
 25 Q. So from that answer, do I take it that you were

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1 comfortable simply to rely on what Exova were saying
 2 about the proposed changes having no adverse effect?
 3 A. We were comfortable that we would then employ
 4 a specialist subcontractor, we would have the architect
 5 and we would have the Building Control oversight as
 6 well, yes.
 7 Q. But without confirmation by analysis in a future issue
 8 of the report, how were you comfortable in moving
 9 forward with the cladding of the building?
 10 A. Because, again, "analysis" to me would be providing that
 11 we comply with the Building Regulations, then it is --
 12 then it is okay. It doesn't say it needs to be analysed
 13 in any other way or you do this or you don't do that or
 14 you do something else. It's under the heading of B4,
 15 "External fire spread", and my interpretation of that is
 16 providing we comply with B4, which obviously is what we
 17 set out to do, then it would have no adverse effect.
 18 Q. But, Mr Lawrence, this report isn't saying there is
 19 compliance, it's saying the proposed changes will have
 20 no adverse effect on the building in relation to
 21 external fire spread, but this will need to be confirmed
 22 by a future issue.
 23 A. Well, I read that by Building Control, that's how we
 24 would -- that's what my experience showed, that we
 25 didn't use fire consultants, my experience showed that

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1 we would have the design checked by our third parties
 2 and ultimately Building Control.
 3 Q. But, Mr Lawrence, this --
 4 A. That doesn't say to me can I -- can you carry out some
 5 other sort of test to prove that it complies. To me,
 6 this is implying that, provided we comply with B4 of the
 7 Building Regulations, it will have no adverse effect.
 8 Q. Who did you think would issue the future issue of this
 9 report? It wouldn't be Building Control, would it?
 10 A. Not of that report, no.
 11 Q. So how did you read the words "but this will be
 12 confirmed by an analysis in a future issue of this
 13 report"?
 14 A. I don't know at the time.
 15 Q. It couldn't have been that it will be okay if it passes
 16 Building Control, could it?
 17 A. Well, that's how I would -- that's how I had read it at
 18 that time, and I don't think that's expressly clear to
 19 say that, by complying with Building Control, you're
 20 still not ... it's still not okay. That's not how
 21 I read it.
 22 Q. Do you agree that neither you nor Rydon could fairly
 23 take any comfort or derive any assurance about the
 24 fire safety of the rainscreen cladding façade from
 25 Exova's engagement as a fire safety consultant prior to

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1 Rydon's appointment as main contractor?
 2 A. Sorry, could you repeat that, the first part?
 3 Q. Yes. Do you accept this proposition: that neither you
 4 personally nor Rydon as a company could take any comfort
 5 or derive any assurance about whether the rainscreen was
 6 safe based on Exova's engagement as a fire safety
 7 consultant prior to Rydon being appointed main
 8 contractor?
 9 A. I think we could take some comfort, because --
 10 Q. What gave you that comfort?
 11 A. Because we got a document from a fire consultant, and
 12 a well known fire consultant, that how I read it --
 13 whether it's right or wrong may be slightly different,
 14 but how I read it, it is implying that providing we
 15 comply with B4, then it will have no adverse effect on
 16 the building.
 17 Q. I'm bound, I think, to suggest to you that that reading
 18 was not a fair and tenable one of that sentence at the
 19 time, because it was saying that it would need to be
 20 confirmed "by an analysis in a future issue of this
 21 report".
 22 A. Well, that was my interpretation at the time.
 23 Q. All right.
 24 A. And I don't think it's clear -- I don't think it's
 25 expressly clear otherwise.

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1 Q. Now, at the time of Exova's version 3, 7 September 2013,
 2 it's right, isn't it, that the Reynobond PE 55 ACM
 3 cladding had not yet been chosen?
 4 A. Actually chosen, no, but it was one of four or five
 5 options that were being proposed by the TMO and
 6 Studio E.
 7 Q. Yes, in the NBS spec, I think you're referring to.
 8 A. Yes, in the tender, yes.
 9 Q. Similarly Celotex FR5000 -- became RS5000, but FR5000 --
 10 also had not been finally chosen but it was in the NBS
 11 specification.
 12 A. It was specified, yes.
 13 Q. Yes.
 14 When it was decided to go ahead with those materials
 15 later, particularly the ACM rainscreen overcladding, is
 16 it right that the decisions to use those materials were
 17 made without seeking specialist input from a fire safety
 18 consultant?
 19 A. Well, Rydon didn't, yes, yes, we didn't seek.
 20 Q. Thank you.
 21 After the choice had been made, and focus on --
 22 because the word "choice" can be ambiguous here, but
 23 focusing on the ACM polyethylene core cladding. After
 24 that choice, did it occur to you to go back to Exova to
 25 confirm the analysis about B4, "External fire spread",

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1 and ask them to produce a future issue of issue 3?
 2 A. No, it didn't, it didn't occur to me, but I would have
 3 assumed that, as it's in the NBS spec a variety of
 4 cladding materials, they would have been cognisant of
 5 all of those options, and if there was one that stood
 6 out that needed more or less work then it would have
 7 been noted in here. So ...
 8 Q. Is that an assumption -- I asked you this a moment
 9 ago --
 10 A. It is my assumption.
 11 Q. -- that you sought to verify at the time that you came
 12 into the contract?
 13 A. Not to verify, no.
 14 Q. Why is that?
 15 A. We've just been handed these documents that have got
 16 a specification, that have got input from a fire safety
 17 consultant, I would suggest you wouldn't normally then
 18 write to every single party that was involved in putting
 19 the documents together and ask them if they are correct
 20 and they have understood what they have put together.
 21 There would be a level of assumption there.
 22 Q. Given that Rydon had no design or other specialist
 23 expertise in-house, who did Rydon expect would advise on
 24 fire safety or get assurance about the fire safety of
 25 a design and selection of material?

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1 A. If we're talking cladding, then we have got our
 2 specialist consultant, our specialist subcontractor,
 3 Harleys. So we would be relying on them to design and
 4 know the rules and regulations relating to their field
 5 of expertise.
 6 We would also again rely on Studio E to have a view
 7 and understanding of Building Regulations. And then
 8 again it would be checked by Building Control.
 9 Q. Did you notice at the time you read issue 3, whether at
 10 the tender stage or in September 2014, that issue 3
 11 didn't refer to cavity barriers?
 12 A. No, I didn't.
 13 Q. You didn't notice?
 14 A. Didn't notice.
 15 Q. Can you explain why you didn't?
 16 A. No.
 17 Q. No.
 18 If you had noted it -- well, let me ask it
 19 a different way.
 20 This was a complex engineering project, this
 21 refurbishment, wasn't it?
 22 A. Yes.
 23 Q. And it required detailed fire safety input or expertise.
 24 A. Yes.
 25 Q. And in circumstances where you didn't instruct your own

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1 fire safety engineer, can you explain why you didn't
 2 scrutinise what Exova had done to date and what they had
 3 not done?
 4 A. No, I can't explain.
 5 Q. In the absence of any detailed fire safety strategy or
 6 any mention of cavity barriers, or a full, complete
 7 report on B4, "External fire spread", and indeed any
 8 final report, did it not occur to you that Exova's work
 9 could not safely be relied on by Rydon?
 10 A. No.
 11 Q. Moving forward in time, can we look at {RYD00037478}.
 12 This is an email from you to Ben Bailey at Harley dated
 13 31 March 2015, "Morning Ben", and it's part of
 14 a discussion about whether there was a building
 15 fire strategy document. He had asked the question, and
 16 you can see that from his email of the evening of the
 17 day before:
 18 "Simon, is there a building fire strategy document
 19 and some information on internal finishes that you can
 20 send over for me to pass on to Siderise?
 21 "Thanks,
 22 "Ben."
 23 You say:
 24 "Yes there is but it only relates to the bottom four
 25 levels where we are constructing new. As we are

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1 constructing new the fire ratings are in line with the
 2 current regs (Approved Document B). Anything above that
 3 is existing and there is no records showing what fire
 4 rating the slabs and walls (internal and external) were
 5 constructed to when the building was originally built
 6 back in 1974. We know that it is unlikely that the
 7 party walls, etc would be in line with current regs
 8 however this can't be proved without extensive surveys
 9 and specialist analysis. Unfortunately that is what you
 10 get with refurb and because we can't prove otherwise the
 11 Building Control Officers will revert to current regs.
 12 On a better to be safe than sorry approach."
 13 What was the basis for your understanding, as we can
 14 see from that email then, that the fire safety strategy
 15 only related to the bottom four levels?
 16 A. On reflection, and reading this in preparation, I think
 17 I misunderstood what I was being asked for, and I think
 18 I was referring actually to the fire strategy drawings
 19 from Studio E. So I think I've misunderstood that --
 20 Q. I see.
 21 A. -- and answered incorrectly.
 22 Q. When did you come to that view?
 23 A. Since re-reading and prepping.
 24 Q. Right. I see.
 25 A. It's not -- because it's not correct, I've answered --

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1 my email isn't correct.
 2 MR MILLETT: I'm going to turn to a very different topic
 3 now, Mr Lawrence, but there are still eight minutes or
 4 so on the clock, so I'm going to start, if the Chairman
 5 lets me.
 6 SIR MARTIN MOORE-BICK: Yes, on you go.
 7 MR MILLETT: The topic is the early part of the tender and
 8 value engineering.
 9 Now, we have already discussed the RIBA definition
 10 of value engineering, and just to repeat it, the
 11 quotation is:
 12 "Value engineering promotes the substitution of
 13 materials and methods with less expensive alternatives
 14 without sacrificing functionality."
 15 I think you are familiar with that?
 16 A. Yes.
 17 Q. Yes.
 18 Now, can we look at your statement, please,
 19 {RYD00094220/4} at the bottom, and let's look together
 20 at paragraph 21 and over to 22. You say:
 21 "Following the initial approach from the KCTMO,
 22 Rydon was asked to meet with the KCTMO to talk through
 23 the available options (in particular alternative
 24 products) for the scheme as the KCTMO needed to achieve
 25 around £800,000 of savings from the original tender

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1 price. They provided Rydon (Jeff Henton, Steve Blake,
 2 Katie Bachellier and myself) with a list of areas in
 3 which it was felt the savings may be achieved."
 4 Then over the page {RYD00094220/5}, paragraph 22:
 5 "I subsequently attended a meeting on
 6 Tuesday 18 March at the office of KCTMO along with
 7 Steve and Katie Bachellier, our estimator. I think the
 8 KCTMO people present were David Gibson (Head of Capital
 9 Investment), Peter Maddison (Director) and Claire
 10 Williams (Project Manager). At the meeting, it was
 11 discussed what could be done to bring the project within
 12 their revised budget."
 13 Now, at paragraph 23 of your statement you say:
 14 "I understood that some of the savings the KCTMO
 15 were looking at had the potential to be achieved through
 16 Grant Funding ..."
 17 Then you go on to say:
 18 "It was also my understanding that the KCTMO had in
 19 its original tender document included alternative
 20 product specifications that Rydon was asked to price
 21 against so that if chosen by KCTMO would have
 22 contributed to the overall savings they were looking
 23 for."
 24 I've read quite a lot of that to you.
 25 Is it fair to say that what you are describing here

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1 overall, particularly at paragraph 22 and 23, is
 2 a request from the TMO to value engineer the cladding?
 3 A. And other areas, yes.
 4 Q. And other areas?
 5 A. Yes.
 6 Q. But it included value engineering the cladding?
 7 A. Yes.
 8 Q. Now, can I ask you to look at the Rydon company
 9 statement, {RYD00094236/82}. Let's look at
 10 paragraph 192 together:
 11 "KCTMO's formal request for value engineering was
 12 passed down to members of the supply chain so that they
 13 could advise in respect of their specialist areas and
 14 because they would be individually [responsible] for
 15 procuring products and materials required for their
 16 parts of the Project."
 17 Then there is an example of that. Do you agree with
 18 that statement?
 19 A. Yes.
 20 Q. Can I ask you to look at Katie Bachellier's witness
 21 statement. Can I just ask you, how do you pronounce her
 22 name?
 23 A. I think you have got it correct.
 24 Q. {RYD00094347/3}. This is Ms Bachellier's witness
 25 statement, and she was an estimator on the

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1 Grenfell Tower project.
 2 A. She was.
 3 Q. We know that.
 4 At paragraph 20 she says:
 5 "In respect of the savings for cladding, Harley
 6 provided four different options to the Client. I do not
 7 recall which system was chosen; my role was to provide
 8 the proposed options to the Client and to highlight the
 9 savings that were available for each option."
 10 We will leave it there for the moment.
 11 Do you agree with that statement?
 12 A. Harley did provide ... yes, I do agree with that
 13 statement. Harley did provide costings for four options
 14 or -- yeah, I think it was four options.
 15 Q. Yes.
 16 A. But that was brought about by the request for that from
 17 the tender.
 18 Q. Yes. We will come back to that, I think, later perhaps.
 19 When she refers to the savings that were
 20 available -- do you see that there?
 21 A. Yes, yes.
 22 Q. In respect of savings --
 23 A. Yes.
 24 Q. -- those were savings from the contractor, were they?
 25 A. Yes, that was how much -- that was detailing -- so in

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1 the tender we were asked for five options -- I may not
 2 be exactly correct on that, five options -- and I think
 3 the tender asked for us to price for the zinc option,
 4 which was the most expensive, and then provide
 5 alternative quotes for the other options. So I believe
 6 we provided a quote for the zinc and then we provided
 7 additional documents that said less £100,000, less
 8 £200,000 --
 9 Q. We will come to that. I just want to get the sense of
 10 whether you agree with what she is saying, which is
 11 quite high level at this stage.
 12 Let's see if we can approach it slightly
 13 differently.
 14 In practice, where Rydon is aware that the client,
 15 any client, needs to make savings, Rydon would invite
 16 its subcontractors down the chain to explore what
 17 savings could be achieved -- is this right? -- and
 18 then --
 19 A. Yes.
 20 Q. -- they would collate savings and then pass those
 21 savings on to the client?
 22 A. Yes.
 23 Q. In the case of the cladding, was it the estimator's
 24 job -- Ms Bachellier's job -- to liaise with the
 25 subcontractor, see what savings could be achieved and

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1 then relay that information?
 2 A. She would, yes.
 3 Q. That would go to the client, the TMO in this case.
 4 A. Yes, that would be, yeah, internally viewed by the
 5 tendering team and then go to client, yes.
 6 Q. Is it right that you within Rydon co-ordinated that
 7 process?
 8 A. I'm not sure I co-ordinated it. I worked on the bid,
 9 but it was a team -- it was a team effort.
 10 Q. Yes.
 11 A. Financially I had, you know, far less to do with the
 12 finances than the actual construction programming and
 13 how we were going to do the works.
 14 Q. I follow.
 15 Were you ever yourself given any training on how to
 16 go about value engineering?
 17 A. I don't believe we had any specific training, no.
 18 Q. Did you understand that it was essential when conducting
 19 a value engineering exercise that you couldn't sacrifice
 20 functionality in favour of cost reductions?
 21 A. You say you couldn't -- that's ... I would say we
 22 would -- you would provide options to the client. They
 23 could even be, you know, different products for -- that
 24 would save on programme and not money. But you were
 25 giving the client a list of options, where they could

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1 save money.
 2 Q. Yes, but at no cost to functionality.
 3 A. If you're inferring fire resistance or retardance, then
 4 yes, we wouldn't be looking to give them something less
 5 than they've asked for, definitely.
 6 Q. Yes.
 7 What steps did you take during the value engineering
 8 process in general that quality or functionality were
 9 not sacrificed in favour of cost savings?
 10 A. Well, we would be relying on the subcontractor.
 11 Q. Right.
 12 A. So if we're talking cladding, we would be relying on
 13 Harley.
 14 MR MILLETT: Mr Chairman, I think that is a convenient
 15 moment.
 16 SIR MARTIN MOORE-BICK: Is that a good point?
 17 MR MILLETT: I'm about to turn to a document chain and we're
 18 about to go into some of the history, but it is.
 19 SIR MARTIN MOORE-BICK: We will stop now, Mr Lawrence, for
 20 lunch. Please go with the usher, and don't talk to
 21 anyone about your evidence, please.
 22 THE WITNESS: Thank you.
 23 (Pause)
 24 SIR MARTIN MOORE-BICK: Good, 2 o'clock, please. Thank you.
 25 (1.00 pm)

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1 (The short adjournment)
 2 (2.00 pm)
 3 SIR MARTIN MOORE-BICK: All right, ready to go on?
 4 THE WITNESS: Yes, thank you.
 5 SIR MARTIN MOORE-BICK: Very good, thank you very much.
 6 Yes, Mr Millett.
 7 MR MILLETT: Mr Lawrence, this morning you mentioned
 8 an email in which you recall having discussed whether
 9 Rydon would be kept in the loop in relation to
 10 communications between Harley and Studio E. I think we
 11 have found it, it's {RYD00013922}, but just help us.
 12 It's an email at the bottom of that page from
 13 Mark Harris to you, dated 28 July 2014:
 14 "Simon
 15 "We are starting to receive emails direct from Bruce
 16 regarding detailing and product selection etc. I wanted
 17 to check with you (to ensure we operate correctly with
 18 regards to contractual etiquette) whether this
 19 information should in fact be coming through Rydon?
 20 "I can see that you have been copied in, but thought
 21 I should ask the question in order to be sure."
 22 You respond to him the same day, copied to others at
 23 Harley:
 24 "Hi Mark,
 25 "As we've now done the deal we can get going. I've

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1 told Bruce that it is now ok to contact you direct about
 2 design but I am to be copied in. I expect you to flag
 3 any design changes that have time and cost implications
 4 so we don't over design anything."
 5 Is that the email you think you were referring to
 6 this morning?
 7 A. I think so, it looks like it, yeah.
 8 Q. Okay.
 9 A. Err -- yeah, looks -- yes.
 10 Q. In general terms, did you think that was it across the
 11 board; in other words, that that was essentially
 12 a standing instruction or procedure as to how matters
 13 were going to proceed thereafter?
 14 A. Yes, I would have -- yes.
 15 Q. Yes.
 16 Turning to the question of fire consultants, it's
 17 right that you or Rydon had been involved in the
 18 refurbishment of Chalcots in 2012.
 19 A. Correct.
 20 Q. Or earlier than that, in fact.
 21 A. Yes.
 22 Q. And that there had been a fire there in 2012, which
 23 I think you knew about.
 24 A. Yes.
 25 Q. In the light of that fire, did Rydon think it

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1 appropriate to change its practice and start to engage
 2 fire consultants?
 3 A. Not that I saw, but you would have to ask Rydon that,
 4 unfortunately.
 5 Q. Now, you said earlier this morning -- and I believe it's
 6 at page 69 of the transcript {Day23/69:1} -- that you
 7 had made a decision internally as a Rydon team not to
 8 use a fire safety consultant, and you told us that
 9 Studio E wasn't privy to that decision.
 10 Just to confirm, that's correct, isn't it?
 11 A. I believe so, yes.
 12 Q. If Rydon had no in-house design expertise, on what basis
 13 could the Rydon in-house team decide that they didn't
 14 need a fire safety consultant?
 15 A. Well, I think we felt that the advice from
 16 Building Control and their fire specialist, Paul Hoban,
 17 along with obviously Studio E, we felt the design was
 18 going -- was going well, and we were getting some good,
 19 you know, in fact a very good service from Paul Hoban
 20 and Building Control --
 21 Q. Right.
 22 A. -- in relation to the fire.
 23 Q. You have mentioned Building Control a number of times in
 24 the questions and answers we have had today, and you now
 25 say that you were getting good service from them. But

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1 Building Control weren't part of your subcontractor
 2 chain, were they?
 3 A. As far as actual subcontractor, no.
 4 Q. No, and they weren't -- sorry.
 5 A. I was going to say, but we pay them to check compliance
 6 for the building regs, we appoint them, don't we?
 7 Q. Whatever you pay them, Building Control are a regulator,
 8 aren't they?
 9 A. Correct.
 10 Q. They're external to the Rydon team, aren't they?
 11 A. Yes.
 12 Q. In fact, they're external to the entire Rydon
 13 subcontract chain.
 14 A. Yes.
 15 Q. Yes. So you might expect them to pick up any
 16 non-compliances, but is it really right, Mr Lawrence, to
 17 say that Rydon were relying on them as if they were part
 18 of the subcontractor chain, providing you with
 19 a service?
 20 A. Well, they were providing us with a service.
 21 Q. Is that how you saw it at the time?
 22 A. Yes, because we were paying for them to check compliance
 23 against the building regs and then check the works that
 24 was installed.
 25 Q. So just help me, is that how you saw Building Control's

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1 role, as someone who would essentially advise Rydon
 2 about compliance matters?
 3 A. They would advise -- well, they would advise Rydon,
 4 Studio E, in interpretation to the Building Regulations,
 5 yes.
 6 Q. Building Control are there, are they not, to provide you
 7 with the answer to the question whether this design or
 8 this construction passes or fails the test under the
 9 Building Regulations?
 10 A. Yes, correct.
 11 Q. They're not there, are they, to provide you with advice
 12 as to whether the building is safe or how to go about
 13 passing the Building Regulations?
 14 A. They will -- they will give advice on the
 15 interpretation of the regulations and, in particular,
 16 Paul Hanson, as an example, would give advice, you know,
 17 if there was a -- I don't know -- 60-minute fire door in
 18 it, or a 30-minute fire door and it needed to be
 19 a 60-minute fire door, they would point you in the right
 20 direction and say, "That needs to be a 60-minute fire
 21 door". So you would get advice of that extent.
 22 Q. Summarising it, though, is it right that you saw
 23 Building Control's role as essentially an adequate and
 24 reliable substitute for having a specialist fire safety
 25 engineer in your chain as a subcontractor?

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1 A. I think not just Building Control, but also the --
 2 again, apologies to repeat myself, but the -- but having
 3 a specialist subcontractor that's dealing with
 4 a specialism, whatever it be, a design team that has
 5 knowledge, should have knowledge, should understand
 6 design in accordance with Building Regulations, and then
 7 for all of that work then to be checked by the
 8 Building Control officer, not only plans but also the
 9 installation, then that's -- we saw -- that is all I had
 10 ever seen, to be fair, in my experience at that time.
 11 Q. Right.
 12 Well, we will come to Building Control later in your
 13 evidence, but let's leave that there for a moment, and
 14 can I pick up matters where I was going to after this
 15 morning.
 16 Can I go to {RYD00001533}. This is an email chain
 17 on 18 November 2013. This is an email chain initially
 18 between Peter Blythe of Artelia and Claire Williams of
 19 the TMO, and Peter Arnold, who I think is Rydon, isn't
 20 he?
 21 A. Yes, he was, yeah.
 22 Q. On 18 November, and it was discussing the bidders'
 23 conference at Grenfell Tower on 5 December 2015.
 24 Did you attend that conference, do you remember?
 25 A. Yes.

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1 Q. You did. What happened there? Do you remember what was
2 discussed?

3 A. I think there was two parts to it. There was an initial
4 site visit walk-round, where we met in the foyer of
5 Grenfell, us and other -- our competitors, had a brief
6 overview of the project, from what I believe, probably
7 questions and answers, and then we all went over to
8 another building, another RBKC building -- might have
9 been the Hub, I'm not sure -- where there was a formal
10 presentation of the tender.

11 Q. Now, at the top of the email chain we can see that you
12 are included, and you send the chain on to
13 Katie Bachellier and Peter Arnold, along with a document
14 that you found online, "Info found on web", do you see
15 that? And that is at {RYD00001534}.

16 It is entitled "The Royal Borough of Kensington and
17 Chelsea Housing and Property Scrutiny Committee". It's
18 a Royal Borough of Kensington and Chelsea Housing and
19 Property Scrutiny Committee minute or report dated
20 16 July 2013, the purpose of which, as you can see, was
21 to update on Grenfell Tower improvement works and recent
22 power surges:

23 "The purpose of this report is to inform members of
24 the Grenfell Tower improvement works and the recent
25 power surges."

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1 You see that?

2 Is this a document you have read since 2013?

3 A. No.

4 Q. Right.

5 Let's look at page 3 {RYD00001534/3}. At
6 paragraph 5.2:

7 "Since January, the design team has been working
8 with Leadbitter (the proposed contractor) to bring the
9 scheme within budget and to ensure that the project will
10 deliver value for money. Progress has been slow and
11 Leadbitter currently estimate the cost of works to be
12 £11.278m (inclusive of fees), which is £1.6m above the
13 current, proposed budget."

14 Then it says underneath that, at 5.3:

15 "A range of options have been considered to bring
16 the scheme within budget. It is now proposed to market
17 test the works through an open OJEU tender to ensure
18 that the best contractor is selected and value for money
19 achieved."

20 Then in 5.4 it says:

21 "In tandem with this procurement process, the design
22 team will undertake a 'Value Engineering' process to
23 maximise the delivery of key project outputs within the
24 proposed budget."

25 When you won the tender following the tender

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1 exercise in the spring of 2014, did you understand or
2 did you know that the TMO's budget was £1.6 million too
3 small or too low?

4 A. I don't -- at the time, no, I wouldn't have
5 remembered -- if I had read all this, I wouldn't have
6 remembered it, no. I don't remember it being
7 a discussion.

8 Q. Okay.

9 Did you know or understand that a priority, if not
10 the priority -- let's try to be fair to the TMO on this
11 question -- a priority of the TMO was to achieve the
12 refurbishment of Grenfell Tower at the lowest cost
13 possible?

14 A. Yes, I would have guessed that would have been
15 a priority.

16 Q. You would have guessed it; did you know it, did you have
17 a discussion with Ms Williams or Mr Maddison about it?

18 A. No, I don't believe there was any discussion about: we
19 must achieve the lowest price possible.

20 Q. Okay.

21 Can I then take you to an email at the time you were
22 involved a little bit later, {RYD00086624}. This is
23 an email from Stephen Blake on 7 January 2014. At this
24 time, I think it's right that Rydon was still putting
25 its tender together for the project, wasn't it?

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1 A. Yes, I would -- yes.

2 Q. Mr Blake in his witness statement says that your role
3 involved overseeing procurement, so can we assume that
4 you were heavily involved in the procurement exercise at
5 the time of this email?

6 A. Well, yes, I was involved in -- so the estimators
7 effectively put the finance together, the money
8 together, and go and get the quotes. I would work with
9 the estimators to decide how packages are put together,
10 shall we put it that way, how packages are put together.
11 We would draw on our collective experience as to which
12 subcontractors or supply chain we would prefer to go to,
13 and then generally I would talk to the supply chain --
14 not all but the key members of the supply chain -- to
15 understand programme, construction, elements of that.

16 Q. Okay.

17 I want to ask you about Mr Blake's email to
18 Paul Featherston, which you I think wouldn't have seen.
19 You would have seen the one from Katie Bachellier to
20 which this is an answer. But he says to Mr Featherston
21 at JS Wright:

22 "Hi Paul,

23 "Can this be reviewed?

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

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1 Did Mr Blake ever say anything like that to you at
 2 this time, or indeed at any time?
 3 A. Not that I recall, but I would -- again, I'm assuming,
 4 but I would read into that, you know, that we would know
 5 what tenders that we were looking at and what tenders
 6 were favourable, we had a chance with, or we didn't have
 7 a chance with, and I'm guessing that's what Steve's
 8 saying, but I'm afraid you would have to ask Steve,
 9 really.
 10 Q. This was, I think, your first job when you took it on as
 11 contracts manager.
 12 A. It was.
 13 Q. So that would have been quite an exciting prospect for
 14 you, was it?
 15 A. Yes.
 16 Q. You I think were dependent on subcontractor packages,
 17 weren't you?
 18 A. Yes.
 19 Q. You didn't prepare a bill of quantities yourself?
 20 A. No, and if we had have prepared a bill -- we may have
 21 prepared a bill on certain elements of the job, but that
 22 wouldn't be by myself, that would be by one of the
 23 estimators.
 24 Q. No, and certainly you hadn't done so, or Rydon hadn't
 25 done so, as at the end of January 2014, had they?

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1 A. Okay, I don't recall, but yeah.
 2 Q. Given that responses to the tender exercise were due
 3 from bidders at the end of January 2014, were you under
 4 some kind of time pressure to get quotes in from
 5 subcontractors?
 6 A. I think we're always under time pressure in a tender,
 7 so --
 8 Q. Yes.
 9 Ms Bachellier says in her witness statement that you
 10 usually allow subcontractors three to four weeks; would
 11 you agree with that?
 12 A. Yes, yes.
 13 Q. Yes.
 14 At this time you didn't I think focus on what
 15 cladding products were being proposed in the NBS
 16 specification, or did you?
 17 A. Not particularly, as in -- sorry, in what respect? I'm
 18 not understanding what you're meaning.
 19 Q. You didn't identify what cladding products -- so
 20 for example H92, the rainscreen -- were the subject of
 21 bid packages coming in from subcontractors, such as
 22 those in the position of Harley?
 23 A. Yes, yes.
 24 Q. You say yes; you mean you agree you didn't focus on
 25 those?

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1 A. Specifically about the cladding?
 2 Q. Yes.
 3 A. Focus on the cladding? Not any more than any others at
 4 the time. I think we went out to two cladding
 5 contractors.
 6 Q. Right.
 7 A. So -- and they would have had all the information that
 8 we had relating to the cladding.
 9 Q. My point is you simply left it to the cladding
 10 subcontractors, or any other subcontractor in respect of
 11 their package, to bid for what was in the package?
 12 A. Yes.
 13 Q. Yes.
 14 Now, can I ask you to look at paragraph 20 of your
 15 witness statement, at {RYD00094220/4}. You say there
 16 that:
 17 "Prior to Rydon being formally awarded the contract,
 18 I understood that the KCTMO contacted Jeff Henton
 19 (Managing Director of Rydon) or Steve Blake
 20 (Refurbishment Director of Rydon). I understand that it
 21 was felt we were best placed to win the tender. I
 22 became aware of this when an email was forwarded on to
 23 me from Steve Blake."
 24 Now, let's see if we can see that, {RYD00003279}.
 25 This is an email of 11 March from Jeff Henton to

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1 Alan Sharrocks and you, and indeed others at Rydon,
 2 "Subject: Grenfell Tower", and he says:
 3 "Hi Team
 4 "I have spoken with Peter Maddison at Kensington &
 5 Chelsea TMO Ltd, who informs me that our price for the
 6 above is in first place, allied to which our
 7 presentation and documentation is also in first place.
 8 Therefore, subject to a small amount of value
 9 engineering, Peter should be in a position to recommend
 10 our appointment on this scheme to his Board early next
 11 week."
 12 Now, at this stage it's right, isn't it, that Rydon
 13 hadn't officially been suggested as the preferred
 14 contractor? That didn't come until a little bit later
 15 in March. Do you recall that?
 16 A. Yeah, I wouldn't recall the dates, but yes, if you say
 17 so.
 18 Q. Right.
 19 It's also right, isn't it, that the OJEU tender
 20 process wasn't complete, it was still continuing?
 21 A. I don't know.
 22 Q. You don't know.
 23 Was it common in your experience at the time for
 24 indications such as this to be given outside the formal
 25 procurement framework or timetable?

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1 A. I don't really know, because it wouldn't -- generally
 2 wouldn't come to me.
 3 Q. I follow.
 4 A. I wouldn't be involved. I'm not sure that that's the
 5 actual email that I might be referring to in my ...
 6 I think there may be another.
 7 Q. Right.
 8 A. I don't know the timing around it.
 9 Q. In any case, I think we have seen that you did
 10 appreciate before you attended the bidders' day, as we
 11 have discussed, that the project was overbudget and
 12 value engineering would be needed to bring it down.
 13 A. Yes, we knew that from the --
 14 Q. You knew that.
 15 A. -- documents at the very least, yeah.
 16 Q. I think you knew at the time of the indication that you
 17 were the winners that significant value engineering
 18 would require to be done by Rydon.
 19 A. Yes, agreed.
 20 Q. In practice, is it right that the work of determining
 21 the value engineering options to be presented to your
 22 client was undertaken by the estimating team? The
 23 Rydon --
 24 A. As far as putting the actual finance together, yes.
 25 Q. So that's Ms Bachellier and Zak Maynard.

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1 A. Yes.
 2 Q. Katie Bachellier and Zak Maynard.
 3 A. Yes.
 4 Q. What was your involvement in that process?
 5 A. We -- I think the only involvement -- I mean, really
 6 probably talking to the -- talking to JS Wright and
 7 probably talking to Harleys, because I knew both
 8 subcontractors from previous jobs, so -- and probably
 9 knew them better than certainly Katie. Maybe not Zak,
 10 but certainly Katie.
 11 Q. Right.
 12 A. We would all as a team be going to them saying: what is
 13 there, what's available, what options have you got?
 14 Q. Did you oversee their actual calculations and the work
 15 product they produced?
 16 A. No.
 17 Q. Who did, do you know?
 18 A. That would be -- that would be Katie and Zak.
 19 Q. They did it, but did anyone oversee that?
 20 A. It wouldn't be myself. I mean, Steve would have -- we
 21 would have an adjudication before we actually submitted
 22 the tender, so Steve would have a -- would look through
 23 that.
 24 Q. But at the time when they then undertook value
 25 engineering itself and did some further work, which

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1 we'll come to, were you involved with overseeing that or
 2 was that somebody else?
 3 A. I wasn't overseeing that. I would have been cognisant
 4 of what was going on, but I wouldn't --
 5 Q. Who was overseeing that work, just to press the point
 6 a bit?
 7 A. I would imagine -- well, I would say it was done by
 8 Katie and then Zak would oversee as managing surveyor.
 9 Q. I see, okay. So he was her line manager on that
 10 exercise, was he?
 11 A. Yes, yes.
 12 Q. Who was his line manager?
 13 A. At the time -- I can't remember the gentleman's name,
 14 there was a commercial director.
 15 Q. Was that Steve Blake?
 16 A. No, Steve Blake was the --
 17 Q. Refurb director.
 18 A. He is the refurb director, but there is a commercial
 19 director as well, but I can't recall the name, I'm
 20 sorry.
 21 Q. I see.
 22 Now, in her statement, Katie Bachellier tells us
 23 that Zak reported to Steve Blake. Does that ring a bell
 24 with you?
 25 A. Yeah, he would -- I think if you actually looked at line

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1 manager -- well, it's probably a question for Zak to
 2 answer, really, but if you looked at -- his line manager
 3 is probably the commercial director.
 4 Q. Right.
 5 A. But as is pretty common, that he would feed into Steve.
 6 So Steve would be a line manager, although probably --
 7 Q. Yes, I see. But you weren't in her chain of command at
 8 all then?
 9 A. No.
 10 Q. I follow.
 11 By this point Rydon had, in its tender, I think,
 12 offered a price for zinc honeycomb, but an alternative
 13 price for ACM; yes?
 14 A. That sounds right, yes.
 15 Q. And that resulted in a saving of £243,067. Does that
 16 ring a bell with you?
 17 A. Yeah, I think there was various costs options, depending
 18 on --
 19 Q. Yes. We will come to look at a document in a moment.
 20 Well, let's look at it, actually. {ART00002087}. Let's
 21 just pick this up so that it's clear. This is the
 22 tender submission.
 23 If we go to page 15 {ART00002087/15}, please, you
 24 can see "Cladding". This is, "Cost for Alternative
 25 Design Solutions (Refer to Drawings, Specification and

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1 Room Data Sheets for the full Scope of Works)", and then
 2 item 1 is:
 3 "Cladding:
 4 "New Aluminium cladding including necessary support,
 5 insulation, etc. to façade of Tower."
 6 And there is a red figure of £243,067 as a saving.
 7 That's what you put forward, or Rydon put forward,
 8 in the tender submission?
 9 A. Yes, that looks right, yeah.
 10 Q. Can you help us with where that figure comes from?
 11 A. It would have come from -- initially it would come from
 12 Harley.
 13 Q. Yes.
 14 Now, as Rydon's contract was a fixed-price contract,
 15 any savings from the contract sum would have to be
 16 deducted, wouldn't they, from sums otherwise payable to
 17 Rydon under the contract?
 18 A. Sorry, could you say that again?
 19 Q. Yes. Because Rydon had a fixed-price contract, any
 20 savings on that contract sum would need to be deducted,
 21 wouldn't they, they would need to come off, you would
 22 get less?
 23 A. Yes.
 24 Q. The saving would be passed on to the client.
 25 A. Yes. Sorry, yes.

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1 Q. Let's look further on, {RYD00086654}. This is an email
 2 chain between Katie Bachellier and Steve Blake
 3 discussing Grenfell on 11 and 12 March 2014. If we look
 4 at page 2 {RYD00086654/2}, over the page, we can see
 5 Katie Bachellier saying to Steve Blake, this is
 6 11 March:
 7 "Steve,
 8 "Just to let you know I have found the 'Frank-ism'
 9 in Grenfell. Grenfell. He hasn't added the provisional
 10 sums (£212k) to our cost."
 11 There is a response to that we will come back to in
 12 a moment.
 13 Can you help with what that means? Do you
 14 understand what that means?
 15 A. Well, I'm assuming there was an adding-up error by one
 16 of the estimators.
 17 Q. To the tune of £212,000?
 18 A. It appears that way, yes.
 19 Q. Right.
 20 Were you aware of that at the time, so around
 21 11/12 March?
 22 A. I don't recall it, and I wouldn't necessarily be aware
 23 of all the financial adding-up and all the back-up that
 24 went to it. That's not my field.
 25 Q. It may be that you can't help us as much as others from

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1 Rydon can, but let's see how we go.
 2 Do you know what she meant by a "Frankism"?
 3 A. I think the particular person probably -- and I am
 4 making an assumption on this -- had made a few errors in
 5 the past.
 6 Q. Frank Smith is that?
 7 A. I'm assuming that's who she means, yes.
 8 Q. Well, we can ask her about that.
 9 Do you remember at the time seeing any records or
 10 being involved in any discussions about this
 11 underpricing of £212,000?
 12 A. I don't recall it at all, no.
 13 Q. Did you know about it at the time?
 14 A. I don't remember it at all.
 15 Q. Really? Okay.
 16 Let's just look and see how far we can go.
 17 Page 1 of this email run, please {RYD00086654/1},
 18 Mr Blake's response. Again, it's only between Mr Blake
 19 and Ms Bachellier:
 20 "Disappointing but not unexpected.
 21 "Hopefully there will be something to compensate.
 22 "The TAS must be wrong."
 23 What's TAS?
 24 A. I don't know. It would be one of the Rydon documents.
 25 Q. Right:

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1 "When we complete the value engineering exercise we
 2 will reissue accordingly.
 3 "Let's see where we go."
 4 A. Sorry --
 5 Q. Then she comes back to him --
 6 A. It may be sort of tender analysis summary, that may be
 7 one of the --
 8 Q. I see, okay. He says:
 9 "Hopefully there will be something to compensate."
 10 I know that you aren't in on this, but just help me:
 11 is Mr Blake suggesting additional value engineering
 12 savings will be found to make up the error?
 13 A. I don't really know, but I think it's probably best for
 14 him to answer.
 15 Q. Okay.
 16 Let's just finish the round off.
 17 Katie Bachellier goes back to Steve Blake, same day,
 18 "Re: Grenfell":
 19 "Yes the bill figure is incorrect resulting in our
 20 tender figure being £212k lower than it should be.
 21 I think we will recover this from Harleys by taking the
 22 timber window reveals out of their package but that will
 23 mean we have to work a little bit harder of finding some
 24 significant VE savings."
 25 Did you know anything of this discussion at the time

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1 or even afterwards?

2 A. I knew that Harleys didn't end up doing the window
3 reveals, but quite -- all of this going on, no, not that
4 I recall. But that wouldn't be unusual, because the
5 financial side of the bid was dealt with by the
6 estimators rather than myself.

7 Q. Right.

8 Did you know at the time or did you have any
9 understanding at the time that Rydon were under pressure
10 to find value engineering savings in order to secure the
11 appointment, and also under further pressure because
12 there had been a £212,000 undervaluation by an error in
13 the tender?

14 A. I don't remember the tender error, but I do know that we
15 were obviously being asked to find some VE savings.

16 Q. I see. When you say you don't remember the tender
17 error, how clear in your mind are you about that?

18 A. I don't recall this --

19 Q. Okay.

20 A. -- this chain of events, but it was six years ago.

21 Q. Indeed.

22 Do you remember whether Rydon told the TMO that its
23 tender was too low to the tune of £212,000?

24 A. I don't recall.

25 Q. Is it fair to say -- and maybe this is for somebody

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1 else -- that Rydon, having been told it was in first
2 place for the contract, didn't want to endanger its pole
3 position by issuing any correction in the price to the
4 TMO?

5 A. I mean, that's probably for Steve to answer.

6 Q. Let's look at your witness statement, paragraph 21,
7 {RYD00094220/4}. You say:

8 "Following the initial approach from the KCTMO,
9 Rydon was asked to meet with the KCTMO to talk through
10 the available options (in particular alternative
11 products) for the scheme as the KCTMO needed to achieve
12 around £800,000 of savings from the original tender
13 price. They provided Rydon (Jeff Henton, Steve Blake,
14 Katie Bachellier and myself) with a list of areas in
15 which it was felt the savings may be achieved."

16 So £800,000 was the working figure, was it?

17 A. It appears to be, yes.

18 Q. Yes.

19 Now, if you add £212,000 as a tender error to that,
20 that gives you 1.012 million as a deficit before you
21 even start, doesn't it?

22 A. As a deficit?

23 Q. Yes. You are underwater. You have got to find over
24 £1 million of value engineering in order both to satisfy
25 your client and to maintain your profit level.

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1 A. I suppose if you phrase it that way, then yes, we have.

2 Q. That's a bit of a challenge, or would have been a bit of
3 a challenge; no?

4 A. Yes, I mean, there were some items to -- items that were
5 identified and looked at, yeah.

6 Q. Put it this way: £1 million is more than 10% of your
7 tender figure.

8 A. Yes, and there was -- there were items -- this is what
9 the TMO were requesting, they had obviously set out
10 plans in their tender of alternative products, so ...

11 Q. Mr Harris in his statement recalls, or he rather records
12 that he recalls, that you told him in March 2014 that
13 the project was around £1 million overbudget. Do you
14 remember such a conversation with Mark Harris of Harley?

15 A. I don't remember it, but it's possible. I don't
16 remember it.

17 Q. Right. If it's possible, then it's possible that you
18 knew that there had been this error of over £200,000 in
19 the bid.

20 A. Or it's possible I was just rounding up £800,000 to make
21 it a million.

22 Q. It is.

23 Can we look at {RYD00003295}, please.

24 Now, let's just note the timing and the subject
25 matter. If you look at the first email on that page

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1 towards the bottom, the second half, Katie Bachellier to
2 Steve Blake and now you, Simon Lawrence, and
3 Alan Sharrocks and Zak Maynard, "Grenfell - Cladding".
4 Do you see that?

5 A. Yes.

6 Q. "[Starting] to think about VE for Grenfell:

7 "Looking at Frank's comparison Harleys are expensive
8 on the windows."

9 Then there are some figures set out there:

10 "May be worth discussing with Harley to see if they
11 can come down on price before they start looking at VE.
12 "Thoughts?"

13 Now, is it fair to say that Rydon had identified the
14 cladding system -- you see Harley in there -- as an area
15 of potential saving from at least this point?

16 A. There was definitely VE relating to the cladding, yes.

17 Q. Yes.

18 A. I think this is talking about windows, though, isn't it?

19 Q. Well, it's talking about Harley, "Alternative system",
20 and then other solutions.

21 A. Sorry, if I can just explain this.

22 We -- from what I can see here, we've obviously gone
23 to get a price from subcontractors that will just fit
24 windows, and we have gone to get a price from
25 a subcontractor, Harley, and I think one other that will

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1 do cladding and windows combined.

2 Q. Yes.

3 A. Which is not an unusual thing to do, but it would be
4 preferable to go with one contractor, bearing in mind
5 how closely linked the actual physical works are, that
6 would oversee both elements.

7 Q. Yes.

8 Now, looking at the next email up, Steve Blake back
9 to the same group, including you:

10 "We are going to be asked by K+C [Kensington and
11 Chelsea] to find some further value engineering savings
12 in addition to those identified in our tender.

13 "Let's wait until this approach is made before going
14 to the supply chain.

15 "In terms of value allocation we took care to make
16 provision against a specification that was exactly
17 compliant.

18 "Peter M is going to forward some ideas tomorrow."

19 Is Peter M Peter Maddison?

20 A. I would assume so.

21 Q. Did you know that he had been in contact with Mr Blake
22 personally?

23 A. Only via this email, and I think there might be another
24 one, but only via these emails.

25 Q. What did you know at the time of these conversations?

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1 A. Nothing more than these emails, really.

2 Q. Okay.

3 Did you have a conversation with Mr Blake about what
4 he had discussed with Mr Maddison at this time?

5 A. I don't recall any -- anything specific, but I would
6 have been in and around the office, as would Steve have
7 done, so it would have been in line with these emails,
8 I would expect.

9 Q. {RYD00003298}, please, and this is your response to
10 Steve Blake, 12 March:

11 "Steve,

12 "I suppose there is also the 'Eco funding' route to
13 input against their shortfall."

14 Who is "they" or "their" in that? Is that the TMO?

15 A. Yes, yes, I would -- that's how I read that.

16 Q. I see. Did you recognise then at the time that the TMO
17 didn't have the budget to meet the specification?

18 A. Yes, I think they had -- yes. Well, to meet -- when you
19 say to meet the specification, to meet the -- to meet
20 their top specification you also had the other ACM
21 options, and then I think there were some other options
22 in the tender that we were asked to look at.

23 Q. Yes.

24 A. But yes.

25 Q. Thank you.

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1 Would you accept that this exchange shows that you
2 were personally engaged from at least this stage in
3 suggesting methods of value engineering for this
4 project?

5 A. Yes, we -- I -- whilst not involved necessarily in the
6 finance, but the overall generally knowing what's going
7 on, I can't recall the £212,000 email, but yes, I was
8 understanding that we needed to find and we needed to
9 talk to the supply chain, yeah.

10 Q. Mr Blake comes back on the same day, to you, actually,
11 as the primary recipient of the email, copied to others:

12 "Definitely - he is going to take a view on what is
13 available at his risk!"

14 What did you understand Mr Blake to mean by "his
15 risk"?

16 A. I think it's relating to the ECO funding and I think
17 there wasn't -- well, I think; I know that there wasn't
18 a definitive amount on offer --

19 Q. Right.

20 A. -- I think.

21 Q. Is "his" a reference to Peter Maddison?

22 A. Yes, I would -- that's how I would read that.

23 Q. Can I ask you to look at {RYD00003302}, please. This is
24 an email of 13 March from David Gibson to Mr Blake,
25 towards the bottom of the page, and I think you probably

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1 have to go over to the second page {RYD00003302/2}.
2 Picking it up at the bottom of page 1, David Gibson,
3 13 March, to Steve Blake, and can we please have the
4 text of the next page:

5 "Peter Maddison of the TMO has given me your contact
6 details. I understand you are currently in a meeting.

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

10 "Our target is circa £800k, which included the
11 cladding savings already priced and any grant income to
12 the scheme."

13 Do you see that?

14 A. Yes.

15 Q. Then he says a little bit lower down the email:

16 "Can you also confirm if you can make a meeting on
17 Monday afternoon with Peter, myself, and Claire Williams
18 the project manager for the scheme at our offices. It
19 might be useful if you can bring your estimator also."

20 Now, the spreadsheet that's referred to by
21 David Gibson in that email, which I understand you
22 didn't see, or you weren't copying in on, is at
23 {RYD00003301}, and we need the native version of that,
24 please. You can see from that document that the works
25 budget is £8,415,000, the cost savings to be made need

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1 to be in the region of £800,000, and then it sets out
 2 some areas, non-exhaustive, in which savings might be
 3 found. Do you see that?
 4 A. Yes.
 5 Q. Then underneath that as item 3:
 6 "Cladding. Subject to planning approval - was
 7 mentioned in the tender as 'alternative costs'."
 8 And there is the 243 figure again.
 9 Now, did you understand that at this stage -- and
 10 I know you weren't a recipient of this email or this
 11 spreadsheet, but in general -- do you recall that you
 12 were being asked to better that proposed saving, to
 13 improve on it?
 14 A. I think they would have -- if we could have improved on
 15 it, I think they would obviously be happy to. I think
 16 that's ... that's just setting out the areas that they
 17 feel that they could achieve an 800k saving.
 18 Q. Right.
 19 Can I take you back to paragraph 20 of your
 20 statement, [RYD00094220/4]. You say there that:
 21 "... I understood that the KCTMO contacted Jeff
 22 Henton (Managing Director of Rydon) or Steve Blake
 23 (Refurbishment Director of Rydon). I understand that it
 24 was felt we were best placed to win the tender. I
 25 became aware of this when an email was forwarded on to

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1 me from Steve Blake."
 2 In fact, I think you had been made aware of this
 3 a couple of days earlier, on about 11 March, by
 4 Jeff Henton, hadn't you?
 5 A. It does appear that the dates are slightly --
 6 Q. Yes, and that had said that Rydon was in first place but
 7 subject to finding further cost savings. It said
 8 "subject to a small amount of value engineering". Do
 9 you remember that?
 10 A. Yes, agree.
 11 Q. Do you agree that by this time, 13 March 2014, it was
 12 clear to everyone in senior positions at Rydon for this
 13 project that Rydon's involvement in the project was
 14 contingent on Rydon finding considerable cost savings on
 15 the specification which had originally been proposed by
 16 the TMO?
 17 A. I think it's -- I think I would understand that the
 18 project -- it is not just Rydon's involvement but the
 19 project as a whole moving forwards.
 20 Q. Yes, and I think I put to you, perhaps wrongly, that you
 21 hadn't seen the email and spreadsheet, but you had,
 22 I think, seen this.
 23 A. Yes, I had seen it at some point, yes. I think I got
 24 forwarded it.
 25 Q. Yes. You weren't a recipient of it, but you got it by

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1 copy.
 2 A. Got forwarded it afterwards.
 3 Q. Exactly.
 4 Now, we have seen also earlier that Mr Blake's view
 5 was that this was the best opportunity Rydon had.
 6 Can I ask you to go to the first and second emails
 7 on the page we were looking at, which is [RYD00003302].
 8 Picking it up, it's the second email down, on page 1,
 9 Steve Blake to Gibson, copied to Claire Williams and
 10 Peter Maddison:
 11 "Hi David,
 12 "Understand what's required and see no reason why
 13 this can't be achieved."
 14 You see that?
 15 A. Yes.
 16 Q. Mr Blake's response came a little over five hours later
 17 the same day, before he forwarded the email to you. Do
 18 you see that?
 19 A. Yes.
 20 Q. Did Mr Blake discuss that email I've just shown you with
 21 you before he responded?
 22 A. I don't remember.
 23 Q. To your knowledge, did he discuss that request and his
 24 response with anyone at Rydon before he responded?
 25 A. I don't recall. He may well have done but I don't

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1 recall.
 2 Q. Mr Blake wasn't an estimator, was he?
 3 A. No, but he was a director so would have a very good
 4 commercial understanding.
 5 Q. Right.
 6 Again, these may be questions for him, and he is
 7 going to come and assist us, but to your knowledge, did
 8 he actually have the personal expertise or knowledge to
 9 be able to work out whether these savings were actually
 10 achievable?
 11 A. I don't know what data he had to be able to do that, no,
 12 I don't know.
 13 Q. Okay.
 14 Is it fair to say that Rydon's position was that it
 15 would find the required savings come what may?
 16 A. I think -- and, again, a question for Steve, really, but
 17 I don't think on the first approach or one of the first
 18 approaches by a client that you would instantly turn
 19 round and say, "No, we can't achieve what you're after,
 20 sorry", because you would instantly -- they would go to
 21 the next person in line, wouldn't they? So I think he
 22 was being optimistic. Whether he had the financial
 23 knowledge behind that, you would have to ask Steve,
 24 I don't know.
 25 Q. Thank you.

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1 At the top of the page, Steve Blake to
 2 Alan Sharrocks, and you're copied in on this -- in fact,
 3 you're one of a number of primary recipients -- subject:
 4 Grenfell Tower; attachments: "Rydon; potential cost
 5 reductions" spreadsheet:
 6 "See email chain below and spreadsheet."
 7 And I think that's the spreadsheet we looked at
 8 earlier.
 9 "I have spoken to Harleys and said that if we can do
 10 some significant VE to match their budget we will be
 11 recommended.
 12 "I have asked them to re confirm their price to
 13 double check the allowances we have submitted.
 14 "I will have same conversation with JS Wright.
 15 "Meanwhile lets have a brainstorm for further ideas
 16 and confirm figures on spreadsheet.
 17 "Fingers crossed."
 18 Is it right that Mr Blake had already spoken to
 19 Harley and you are now being reminded that what is
 20 required is significant value engineering?
 21 A. Well, yeah, his email is saying he has spoken to
 22 Harleys, so --
 23 Q. Yes. What did you understand "significant value
 24 engineering" to indicate?
 25 A. Financial significance rather than anything else.

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1 Q. Yes.
 2 A. A decent amount of money.
 3 Q. Did you have the brainstorm?
 4 A. I don't -- I don't recall. We may well have done. We
 5 might not have all had it together sitting in the same
 6 room, but yeah, I'm sure we've all gone away and thought
 7 of ideas.
 8 Q. Right, okay.
 9 Do you remember anything of the discussion, if there
 10 was one?
 11 A. The only discussion I particularly remember, I say
 12 particularly, is relating to the -- an option to go away
 13 from birch-faced plywood for the window linings, and
 14 obviously I know about the other -- well, I say I know;
 15 I've seen the list of the other options.
 16 Q. Did you consider the safety of any materials in the
 17 tender package at this stage or in the spec?
 18 A. Consider -- well, we ... we were under the assumption
 19 that what was being proposed by the client, the design
 20 team, would be compliant and would be correct, but we
 21 also would be looking to, you know, Harleys and
 22 JS Wright to confirm if there was any errors technically
 23 within their submission.
 24 Q. Yes.
 25 Let's see if we can summarise your understanding at

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1 this point, mid-March, 13 March to be precise.
 2 Is it right that at this stage you understood that
 3 Rydon was being asked to assist the TMO to reshape the
 4 scheme to provide one that could fit within the TMO's
 5 budget?
 6 A. Yes.
 7 Q. Yes, and that you would be undertaking a different
 8 scheme to that which had been put out to tender?
 9 A. When you say different, we're not talking about masses
 10 of difference, as in we're not redesigning the whole
 11 scheme, but yes, there would be elements that the client
 12 would like -- has either proposed and asked for options
 13 on, or would like us to think of other alternative
 14 generally materials, methods.
 15 Q. Did you know that the TMO was only talking to Rydon as
 16 a potential main contractor about that?
 17 A. No, I didn't know that, whether they were talking to --
 18 whether they were having the same conversation with
 19 others.
 20 Q. Does it follow that you didn't know one way or the other
 21 whether the TMO were having the same discussions about
 22 value engineering with other bidders?
 23 A. Yeah, we didn't know. I didn't know.
 24 Q. Or indeed being given the opportunity as you were being
 25 given to value engineer the project down?

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1 A. Yeah, I didn't know if they were or they weren't.
 2 Q. Okay.
 3 Let's just look at an email next in the story,
 4 {RYD00003315}, please. This is an email from
 5 Mark Harris of Harley of 14 March 2014 to Steve Blake,
 6 copied to you and others:
 7 "Please find the first round of V/E options attached
 8 for Grenfell Tower."
 9 Mark Harris at Harley says:
 10 "This has been presented to show the value of the
 11 compliant package, with V/E cost options below. The
 12 cladding is shown with 4 options for the main zinc
 13 areas. At the risk of stating the obvious, the cladding
 14 savings are not cumulative, only one of the four options
 15 can be selected.
 16 "With regards to the planners and what they will
 17 accept, having never met the planners, it is difficult
 18 for us to comment. However, when we met the architect,
 19 it has to be said that they were somewhat precious about
 20 retaining the spec for the zinc cladding, but no doubt
 21 budget will be the driver here.
 22 "We have included options for both face fixed (as
 23 used at Camden) and secret fixed (cassette), but again
 24 would comment that the architect was none too keen on
 25 face fixed when discussed."

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1 And he goes on a little bit further.
 2 So Harley was here responding to Mr Blake's request
 3 for value engineering options; yes?
 4 A. Yes.
 5 Q. You got this email at the time. What did you understand
 6 by the statement "no doubt budget will be the driver
 7 here" at the end of that third paragraph I've just read
 8 to you? What did you think that meant?
 9 A. Well, if there was already budget pressures and they
 10 were looking for VE, then -- to then go to the most
 11 expensive cladding ...
 12 Q. Right.
 13 A. I think that's all he's commenting on.
 14 Q. Do you mean in that last answer then not to go to the
 15 most expensive cladding?
 16 A. Yes. Sorry. If we know they're looking for value
 17 engineer options and we know they're looking for an 800k
 18 saving, then the driver will be to achieve that 800k
 19 saving as opposed to picking the most expensive
 20 cladding.
 21 Q. Yes.
 22 In the light of these emails that we have just been
 23 looking at, is it fair to say, looking at it in the
 24 round, that Rydon and Harley were agreed that the
 25 emphasis needed to be placed on meeting the TMO's

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1 demands as cheaply as possible?
 2 A. Yes.
 3 Q. Now, if we turn to the spreadsheet, that's
 4 {RYD00003316}, attached to this email, this is what
 5 Mr Harris sends, and we can see the four options here:
 6 "Compliant bid
 7 "Based on Harley quotation dated 29 January
 8 2014 ..."
 9 That's £3.47 million-odd, and that's on the basis of
 10 Proteus zinc cassette cladding and birch-faced plywood
 11 window reveals.
 12 Then:
 13 "Proposed V.E cost savings", you have got:
 14 "Metal Technology windows & curtain walling in lieu
 15 of Wicona."
 16 That's a saving of 114,000-odd.
 17 Then you have:
 18 "Upvc window reveals in lieu of birch faced
 19 plywood."
 20 That's £74,000-odd.
 21 Then you've got:
 22 "Reynobond Natural Zinc cladding (cassette) in lieu
 23 of Proteus zinc cladding (cassette)."
 24 157,000-odd saving.
 25 "Reynobond Natural Zinc cladding (face fix) in lieu

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1 of Proteus zinc cladding (cassette)."
 2 279,000.
 3 Then you have got:
 4 "Reynobond standard silver colour aluminium cladding
 5 (cassette) in lieu of Proteus zinc cladding (cassette)."
 6 £419,000-odd.
 7 Then:
 8 "Reynobond standard silver colour aluminium cladding
 9 (face fix) in lieu of Proteus zinc cladding (cassette)."
 10 A saving of £576,000-odd.
 11 So a rising scale when it comes to the rainscreen.
 12 When you saw this, was it clear to you from this
 13 table or spreadsheet that ACM cladding was going to be
 14 far cheaper than zinc cladding?
 15 A. Yes.
 16 Q. Was it accepted by this stage between Rydon and Harley
 17 that ACM cladding would be used if agreement could be
 18 obtained from the relevant parties such as RBKC's
 19 planning department?
 20 A. Yes.
 21 Q. Now, in your witness statement, if we could just go back
 22 to it -- it's page 5 {RYD00094220/5}, please,
 23 paragraph 22 -- you refer to a meeting that happened on
 24 18 March, just taking a story a little bit further
 25 forward, if we can, Mr Lawrence. You say there:

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1 "I subsequently attended a meeting on Tuesday 18
 2 March at the office of KCTMO along with Steve and Katie
 3 Bachellier, our estimator. I think the KCTMO people
 4 present were David Gibson ... Peter Maddison ... and
 5 Claire Williams ... At the meeting, it was discussed
 6 what could be done to bring the project within their
 7 revised budget."
 8 Now, we have been unable as an Inquiry to locate any
 9 note or minutes of that meeting. Do you remember
 10 whether any minutes or notes of that meeting were taken
 11 by anybody?
 12 A. I don't recall. I don't -- yeah, I don't remember
 13 seeing any formal minutes.
 14 Q. Right.
 15 A. Whether anybody took notes individually, I don't know.
 16 Q. Do you know whether Rydon or anyone in Rydon took notes
 17 of that meeting?
 18 A. I don't know. I'm not sure I did, but whether Katie or
 19 Steve did, I don't know.
 20 Q. Is there any reason why no notes of that meeting were
 21 taken?
 22 A. I ... no, I don't know.
 23 Q. Would it have been unusual for a meeting like that, when
 24 you were meeting your client on this topic, to have had
 25 no notes taken of it at all?

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1 A. I wouldn't say it was unusual, but normally you would --
 2 you know, things would be confirmed on email afterwards,
 3 if there was a -- so everybody understood.
 4 Q. Yes. We will see what comes out of it. I'm just
 5 wondering whether you can explain why there is no
 6 contemporaneous record of this meeting?
 7 A. Yeah --
 8 Q. You can't.
 9 A. I can't.
 10 Q. Do you know whether any of the other bidders had
 11 an equal opportunity to present these kind of value
 12 engineering options at this point --
 13 A. I don't know.
 14 Q. -- to reduce the cost?
 15 A. No, I don't know.
 16 Q. Even as late as this in March?
 17 A. Yeah, I don't know if they had the other bidders in or
 18 not.
 19 Q. Let's look at a slightly different kind of document.
 20 I'm going to show you something from Harley. It's
 21 a progress report sheet, {HAR00010160}. It's a Harley
 22 progress report sheet for Grenfell Tower, and it starts
 23 or it's initiated on 1 March 2013, and its title is
 24 "Sales/Tender Progress Report", and it runs over
 25 a number of pages. I would like to go to page 5

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1 {HAR00010160/5} within it, please. It's not a document,
 2 Mr Lawrence, that I would expect you to have seen, at
 3 least at the time.
 4 Can I take you on page 5 to 12 March. It says:
 5 "MAH [that's Mark Harris, we believe] call received
 6 from Simon at Rydon. They have received news 'off the
 7 record' that Rydon are in pole position. They now await
 8 formal notification."
 9 Do you remember that conversation?
 10 A. Not specifically, but if I had have been notified by
 11 Jeff or Steve, whichever email come first, then yes, it
 12 wouldn't be unusual to be talking to one of our supply
 13 chain members.
 14 Q. I see. I was going to ask you, do you remember who told
 15 you that Rydon were in pole position?
 16 A. It came from that email, which was either -- whichever
 17 come first, Jeff's or Steve's.
 18 Q. I see. So is it right that, by the time of the 18 March
 19 meeting, you basically knew that you had got the job but
 20 would need to bring the costs down?
 21 A. We thought we had, yes.
 22 Q. Yes.
 23 A. But whether they were -- whether the TMO was talking to
 24 the other tenderers and saying the same thing, we didn't
 25 know, but we were optimistic.

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1 Q. Right.
 2 Can I ask you to look at {RYD00003419}. Now, this
 3 is an email from Peter Blythe -- I'm looking at the
 4 second email down -- of Artelia to Peter Arnold at
 5 Rydon, copied to Claire Williams and Jenny Jackson at
 6 the KCTMO:
 7 "Grenfell Tower - Notice of tender result.
 8 "Dear Peter,
 9 "Please find attached the notice of tender result
 10 for the works at Grenfell Tower."
 11 I just ask you to note the time of that email, which
 12 is just before 6 o'clock in the evening on that day.
 13 I have assumed -- but correct me if I'm wrong,
 14 Mr Lawrence -- that the meeting that you had attended
 15 with the KCTMO to discuss value engineering options had
 16 happened earlier in the day.
 17 A. Yes.
 18 Q. Would that be right?
 19 A. Yes, correct.
 20 Q. So this comes on that day at 5.56. If we need to look
 21 at the letter, we can -- perhaps we just should,
 22 actually. Let's do that. {RYD00003420}, please. This
 23 is the letter dated 18 March 2014:
 24 "Dear Mr Arnold,
 25 "Notice of preferred bidder status."

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1 You can see from the first and second paragraphs
 2 that Artelia were telling Rydon that Rydon were the
 3 preferred bidder subject to the agreement of the site
 4 boundary and formal approval from the KCTMO board. So
 5 that's the letter.
 6 My question is this: is it safe to say that Rydon
 7 had done enough at the meeting earlier in the day on
 8 18 March to convince the TMO to select it for the
 9 project?
 10 A. I would say so, yes.
 11 Q. Yes.
 12 Now, moving forward a little bit in time, we get
 13 a little bit of an idea of what was discussed at that
 14 meeting from the next document, {RYD00003489}. This is
 15 an email of 20 March 2014 from Katie Bachellier to
 16 Peter Maddison and others at the KCTMO, copied to you
 17 and Mr Blake:
 18 "All,
 19 "Further to our meeting on Tuesday, please find
 20 attached our summary list of Value Engineering options.
 21 "As discussed, we will continue to look for further
 22 savings and identify them as we progress."
 23 You can see that one of the attachments to this
 24 email was "Cladding VE Options", can you see that?
 25 A. Yes.

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1 Q. So can we take it from that, Mr Lawrence, that cladding
 2 was one of the things discussed at that meeting?
 3 A. Yes.
 4 Q. Savings on cladding?
 5 A. Yes.
 6 Q. Yes.
 7 Was there any discussion at that meeting about the
 8 level of quality or performance that the TMO was looking
 9 for, or the compromises that they were prepared to make
 10 in return for a lower price?
 11 A. No, I don't think anybody was aware of any performance
 12 compromises, as you're suggesting, no. We didn't.
 13 Q. Was there any suggestion about fire safety?
 14 A. Absolutely none, no.
 15 Q. If we look at the email, we can see that the attachments
 16 included "VE Options 18.03.14", do you see -- sorry:
 17 "Attachments: VE Options 18.03.14.pdf; Cladding VE
 18 Options 18.03.14 ..."
 19 Do you know who created those documents?
 20 A. Without seeing them, no, but it would --
 21 Q. All right. Let's move ahead.
 22 A. I would assume -- I would assume Katie based on the
 23 information that -- I assume that she has collated
 24 a sheet taken from Harley, but I don't know.
 25 Q. All right. We will look at a document in a moment.

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1 Just sticking with the email if we can for the
 2 moment, they're dated 18 March on this email attachment
 3 list. Does that tell us that they were created for the
 4 meeting, for use at the meeting on 18 March?
 5 A. Probably.
 6 Q. Do you know?
 7 A. No, I don't --
 8 Q. All right.
 9 A. I don't recall.
 10 Q. Let's look at one: {RYD00003490}, this is one of the
 11 documents attached to that email, which is "VE Options
 12 18.03.14", I think it's the first one. It shows
 13 a number of figures with total possible savings listed
 14 at the bottom there as £862,041, and its title is
 15 "Grenfell Tower Value Engineering Options". Under
 16 windows and curtain walling you can see the second item
 17 down, "Cladding - Aluminium in lieu of zinc", minus
 18 £293,368, do you see that?
 19 A. Yes.
 20 Q. Also in the middle, "Pre-finished board in lieu of
 21 birchwood surround", a saving of £116,000.
 22 Focusing on the cladding and the total, in fact, the
 23 total figure was slightly more than the £800,000 that
 24 Mr Gibson had proposed earlier in the month, wasn't it?
 25 A. Yes.

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1 Q. So it looks on the basis of those figures that it would
 2 be possible for the TMO to achieve the savings that it
 3 had wanted?
 4 A. Yes.
 5 Q. Would that be fair?
 6 A. Yes, yes.
 7 Q. Looking at the top of the document, as we have just
 8 seen, we see the figure of £293,368 as a saving for
 9 aluminium in lieu of zinc.
 10 Was it the case that, at this point, Rydon was
 11 confident that it could meet the TMO's target of savings
 12 of £800,000 if it made a saving of £293,368 on the
 13 cladding?
 14 A. It appears that way, yes.
 15 Q. Let's look at another of the documents she attached.
 16 This is {RYD00003491}. This one is called "Cladding VE
 17 Options 18.03.14". It's another of those attachments to
 18 Katie Bachellier's 20 March email. If we look at the
 19 top of that document, "Grenfell Tower - Value
 20 Engineering", there are four alternatives set out there.
 21 Let's just look at them together. Alternative zinc
 22 system, cassette, saving of £100,406; alternative zinc
 23 system, face-fixed, a saving of £202,372; alternative
 24 aluminium system, cassette, a saving of £293,368; and
 25 alternative aluminium system, face-fixed, a saving of

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1 £376,175.
 2 Now, just looking at those and digesting those
 3 options, it's clear, is it, or was clear to you at the
 4 time, that the biggest saving would come from face-fixed
 5 aluminium ACM cladding?
 6 A. Yes.
 7 Q. And that would be a saving of £376,175.
 8 A. Yes.
 9 Q. And the next largest down was cassette-fixed ACM,
 10 a saving of £293,368.
 11 A. Yes.
 12 Q. Right. I have laboured those figures because they're
 13 important figures to keep in mind as to where we're
 14 going next with them.
 15 Did you at the time have any idea of the difference
 16 between cassette and face-fixed?
 17 A. Yes.
 18 Q. What was that difference, please?
 19 A. Well, the cassettes were effectively hidden fixings and
 20 they were folded into trays, which is what eventually
 21 was installed, and face-fixed were flat panels that were
 22 effectively riveted to the rail system, but the fixings
 23 were exposed.
 24 Q. Did you investigate why face-fixed were so significantly
 25 cheaper than cassette?

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1 A. I think we -- I think we knew. I think the -- there is
 2 a lot of work that goes into -- face-fixed you take
 3 a flat sheet and put four holes in it, ten holes in it,
 4 whatever needed, where a cassette-fixed needs to go
 5 through fabrication to fold the sheet, bend the sheet,
 6 manipulate the sheet into whatever shape it needs to go.
 7 So there's a lot more upfront cost.
 8 Q. Did you know or have any reason to believe that they
 9 might perform differently when exposed to fire?
 10 A. No.
 11 Q. Did you investigate that subject?
 12 A. No.
 13 Q. Just keep those figures in your mind for a moment,
 14 293-odd, 376-odd for the aluminiums. Let's now look
 15 back at {RYD00003316}. Here we see the spreadsheet sent
 16 to Ms Bachellier and you by Harley on 14 March,
 17 four days before Rydon produced the VE cladding document
 18 we have just looked at. Here we see the four options,
 19 and they're rather different figures. For cassette and
 20 face-fixed at the bottom, we have a saving for cassette
 21 of £419,627, and for face-fixed we have a saving of
 22 £576,973.
 23 Can you account for the fact that in each case the
 24 saving presented to the TMO, whether face-fixed or
 25 cassette, were for much less than the saving Harley were

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1 presenting to you?
 2 A. I would suggest by that, although not my area of
 3 expertise, that Rydon took some of the saving for
 4 themselves.
 5 Q. Right. Do you know that?
 6 A. Judging by the figures, yes.
 7 Q. Did you know that at the time?
 8 A. I think I probably did, yes.
 9 Q. Why were the savings detailed by Mr Harris not passed on
 10 in full to the TMO?
 11 A. That's not -- that's a question that either Steve or the
 12 financial team would have to answer.
 13 Q. It may well be, Mr Lawrence, but do you know, sitting
 14 there, the answer to my question?
 15 A. I would assume it went against risk or additional
 16 profit.
 17 Q. I think you're suggesting that the savings that could be
 18 achieved on the switch to ACM were over £100,000 less
 19 than the lowest of the Harley figure; is that right,
 20 isn't it?
 21 A. If that's how it adds up, then yes.
 22 Q. Yes.
 23 Given that you had appreciated long before the
 24 production of these documents that budget was a priority
 25 for the TMO, why was it not Rydon's responsibility to

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1 alert the TMO to the fact that Harley had advised that
 2 far greater savings could be achieved than you were
 3 letting on?
 4 A. Again, I don't think that's a question that I can
 5 answer. I think that's one that needs to be answered by
 6 either Steve or the financial team.
 7 Q. Well, I can understand you answering it that way in
 8 terms of legal responsibility or even moral
 9 responsibility. My question is: do you know the reason?
 10 A. As to why they did it?
 11 Q. Yes.
 12 A. As I've said a minute ago, it probably went into either
 13 risk or into, effectively, additional profit.
 14 Q. Was the plan in Rydon to keep the TMO in the dark about
 15 the real extent of the savings on the ACM panels and
 16 then pocket the difference to make up the shortfall
 17 caused by Frank Smith's £212,000 estimating error?
 18 A. That could be the reason for it.
 19 MR MILLETT: Mr Chairman, is that a convenient moment?
 20 SIR MARTIN MOORE-BICK: Yes, I think it is, thank you.
 21 We will have a break now, Mr Lawrence. I think 3.25
 22 will leave you good time to come back.
 23 So if you go with the usher, remember not to talk to
 24 anyone about your evidence while you're out of the room,
 25 please.

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1 THE WITNESS: Thank you.
 2 SIR MARTIN MOORE-BICK: Thank you.
 3 (Pause)
 4 3.25, thank you very much.
 5 (3.11 pm)
 6 (A short break)
 7 (3.25 pm)
 8 SIR MARTIN MOORE-BICK: Right, Mr Lawrence, ready to keep
 9 going?
 10 THE WITNESS: Yes.
 11 SIR MARTIN MOORE-BICK: Yes, Mr Millett.
 12 MR MILLETT: Thank you, Mr Lawrence.
 13 Mr Lawrence, do you agree, having looked at these
 14 figures, that it was in Rydon's own commercial interests
 15 to push the selection of Reynobond standard silver ACM,
 16 cassette or face-fixed?
 17 A. Yes.
 18 Q. And mainly face-fixed, because that's where the biggest
 19 savings came?
 20 A. Yes.
 21 Q. Can I take you forward in time to early April 2014, and
 22 go back, please, to the Mark Harris sales tender
 23 progress report at {HAR00010160/6}.
 24 Here you will see, 2 April, middle of the page,
 25 "File note", do you see that?:

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1 "Simon advised via Mike Albiston [Harley] that no
2 decision will be made on V/E until the contract has been
3 formerly awarded, to avoid other m/c's being given the
4 impression that they were not given equal opportunity to
5 look at V/E ... In the interim, we have been asked to
6 obtain a Nedzink sample for comparison purposes. The
7 current exercise of obtaining alternative samples is
8 being referred to as the 'design process'. Simon will
9 be in contact next week to set up a meeting with us."

10 Now, Simon, I think, is you, or is that wrong?

11 A. I would assume that was me.

12 Q. Yes.

13 Were you concerned -- well, let me first of all ask
14 you: did the discussion with Mr Albiston that's recorded
15 here by Mr Harris take place?

16 A. It may well have done. Again, I don't recall it, but it
17 may well have done.

18 Q. Can we proceed on the basis that what is recorded here
19 against that date in that file note is accurate?

20 A. Okay.

21 Q. Yes, okay.

22 Were you concerned that other contractors would be
23 given the impression that they weren't given equal
24 opportunity to look at VE?

25 A. Well, the note gives the impression it was. I don't

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1 recall that being an issue at the time, but ...

2 Q. Right.

3 A. Again, apologies, but it's six-odd years ago, so ...

4 Q. No, I understand.

5 Was Artelia or the TMO concerned about the fact that
6 other main contractors had not been given equal
7 opportunity to look at VE? Do you remember any
8 discussion about that?

9 A. No, no.

10 Q. It seems that if this note is accurate, you at least had
11 a concern that other MCs might have been given the
12 impression that they weren't given an equal opportunity
13 to look at value engineering. Was that a concern of
14 yours?

15 A. Not particularly. As I say, I don't recall the note.

16 I think we would have been awarded the -- or
17 provisionally awarded the contract by then. So, no, I'm
18 not -- I don't really recall the conversation at all,
19 so ...

20 Q. Right.

21 A. Or having any concern about the other tenderers.

22 Q. No, I can appreciate you not remembering it, but on the
23 footing that Mr Harris' note of what Mr Albiston was
24 told by you is accurate, my question is really whether
25 you can tell us anything about what concerns you had on

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1 this topic at the time?

2 A. No, because I don't --

3 Q. Right.

4 A. -- don't recall them.

5 Q. Okay.

6 Now, can I ask you to look at {HAR00000927}, please.

7 This is an email from you to Mark Harris at Harley
8 copied to Mike Albiston at Harley, 17 April 2014, and at
9 the base of page 1, Mr Harris says that he has sent you
10 some Ferrier Point cladding details. He says he has put
11 a Dropbox invite over to you. Your response is, "Thanks
12 for this", do you see at the top of the page?:

13 "I've spoken to Bruce (Studio E Architects) this
14 afternoon. I've confirmed that I'm happy for him to
15 contact yourselves but to ensure I'm copied in so we
16 keep some sort of protocol guidelines from the start.
17 He may be after details to get the render drawings
18 correct. It may be worth inviting him into the relevant
19 Dropbox files save me copying and pasting info into an
20 email.

21 "One thing I would ask, which I'm sure you'll do
22 anyway, is that anything financial stays between
23 ourselves."

24 Is it fair to say that what you meant by that was
25 that Harley shouldn't disclose to anyone else any

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1 discussions that it was having with Rydon in relation to
2 the financing or the money side of the Grenfell Tower
3 project?

4 A. Yes, I -- particularly ... Studio E would -- I would
5 expect Studio E to push for the most architectural
6 pleasing, aesthetically pleasing design overall, and
7 what I wasn't keen on was Harleys and Bruce getting
8 together, coming up with an elaborate design that was
9 more than we had sort of tendered against, and there
10 being additional costs coming from Harley to us. So
11 I was keen on making sure that anything financial stayed
12 with us and stayed away from Studio E.

13 Q. Or was it because you were concerned in case TMO found
14 out that you were pocketing the savings?

15 A. No.

16 Q. Not that?

17 A. It wouldn't have been my concern, to be fair.

18 Q. Let's go to {HAR00000944}. This is an email from
19 Mr Kai Fabiunke of Studio E. In fact, we want, I think,
20 the second page of this first, please {HAR00000944/2},
21 which is Kai Fabiunke of Studio E writing to Mark Harris
22 at Harley, 25 April 2014, so we have moved on in time.

23 Halfway through that email he said, after
24 a reference to the spandrel panel design:

25 "Could you please let us know if this could be done

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1 using the secret fixing system or if it has to be face
 2 fixed rivets. Would both fixing systems be within the
 3 budget?
 4 "If face fixed, what would the vertical centres of
 5 the T rails and horizontal centres of C channels need to
 6 be?
 7 "If secret fixed, what would the vertical centres of
 8 the supports need to be?
 9 "Please let us know your comments and how you would
 10 propose to detail the interfaces, recessed joints and
 11 folds and the rainscreen supports."
 12 Do you see that? If you go to page 1
 13 {HAR00000944/1}, please, you can see that the email was
 14 addressed to Mr Harris, but then you responded, about
 15 an hour later that day, to Kai Fabiunke directly, as
 16 well as to Mark Harris, copied to Mr Soules. You thank
 17 him for the images and you, in the third line, say this:
 18 "Whilst they are definitely one of our close Supply
 19 Chain Partners [this is a reference to Harley] and
 20 I would hope they will be working with us on this
 21 project, nothing has been signed or agreed yet. Because
 22 of this they aren't able to offer full design
 23 development at this stage as they would be at risk. So
 24 some of the more technical questions can't be fully
 25 answered yet. I'm not sure they are relevant to the

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1 planners at the moment.
 2 "In order to design a system that achieves the
 3 Client's requested budget we need to be making
 4 everything face fix and from flat sheet where possible.
 5 Every 'bird mouth' joint or recessed corner adds cost
 6 because there's an additional manufacturing/fabrication
 7 process to fold the flat sheet into shape and the
 8 supporting structure behind often is more involved."
 9 Let's pause there.
 10 Do you accept that the emails we have been talking
 11 about show that Rydon had itself calculated that it was
 12 in fact able to meet the client's budget, even
 13 accounting for the £800,000, by using a cassette-fixed
 14 system?
 15 A. Yes.
 16 Q. In fact, those calculations enabled Rydon to meet the
 17 client's budget and retain a profit of about
 18 £126,000-odd for itself.
 19 A. Okay, yeah.
 20 Q. Yes.
 21 Do you accept that therefore it wasn't true to say
 22 that, "in order to design a system that achieves the
 23 Client's requested budget we need to be making
 24 everything face fix and from flat sheet where possible"?
 25 A. I think at that -- whilst the client was ... the client

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1 accepted the cassette-fix option because it was a less
 2 risky option with the planners, but if they could have
 3 achieved a face-fixed option giving them more saving,
 4 then they would have done.
 5 So at that time, it hadn't gone to the planners, it
 6 hadn't been discussed with the planners. We also
 7 weren't -- whilst Harleys were our preferred supply
 8 chain partner, they weren't actually guaranteed of the
 9 job, although it was highly likely they were -- would --
 10 we would contract with them. So I don't think anything
 11 was fixed relating to face-fixed or cassette at the
 12 time.
 13 Q. You say in the first sentence of that paragraph:
 14 "In order to design a system that achieves the
 15 Client's requested budget we need to be making
 16 everything face fix ..."
 17 But, in fact, that wasn't true, was it, because you
 18 could have achieved the client's budget even if you had
 19 used cassette, which was more expensive?
 20 A. Although there was still some risk around the ECO
 21 funding.
 22 Q. All right. But you are nonetheless giving Studio E the
 23 impression that it had to be face-fixed, whereas in fact
 24 you knew, didn't you, that cassette fixed would actually
 25 come within budget?

171

1 A. Yeah.
 2 Q. You accept that?
 3 A. It implies -- yes, it does.
 4 Q. Thank you.
 5 Did Harley know, like you knew, that it wasn't
 6 necessary to use face-fixed in order to meet your
 7 client's budget?
 8 A. I don't know.
 9 Q. In fact, Harley had been approached by Rydon to prepare
 10 the savings calculations in order to match the budget,
 11 hadn't they?
 12 A. Yes.
 13 Q. Yes.
 14 A. But they wouldn't have been aware of the other elements
 15 necessarily within the VE.
 16 Q. Right.
 17 Given that it wasn't correct that, in order to meet
 18 the budget, you had to go for face-fixed as opposed to
 19 cassette, might that have been one of the reasons why
 20 you wanted Harley to keep anything financial between
 21 yourselves and not let Studio E know about it?
 22 A. That could have factored into it.
 23 Q. Thank you.
 24 A. I don't recall at the time.
 25 Q. Yes.

172

1 Move on to {RYD00004916}, please. This is an email
 2 of 22 May 2014 from you to Claire Williams copied to
 3 Zak Maynard, "Hi Claire".
 4 Paragraph 1:
 5 "Goods news hot of the press, is that what we
 6 believed to be a more expensive ACM cladding finish
 7 (Natural Aluminium) isn't going to be. The
 8 manufacturers have confirmed that they are willing to
 9 supply it at the same price as the other ranges
 10 previously discussed. Therefore the savings stay the
 11 same as per attached. £293,368 (cassette) or £376,175
 12 (face fixed)."
 13 You attach the two documents which Ms Bachellier had
 14 attached to her email of 20 March which we looked at
 15 before, and you can see "VE Options 18.03.14" and
 16 "Cladding VE Options 18.03.14". Do you remember we
 17 looked at those before the break?
 18 A. Yes.
 19 Q. We can look at them again, but those figures weren't,
 20 were they, the savings which were in fact being provided
 21 by Mr Harris of Harley on 14 March, were they, as we
 22 have established earlier?
 23 A. Correct.
 24 Q. Because, as we know, Harley had offered savings of
 25 577 for face-fixed and 420 for cassette.

173

1 Is it fair to say that you, again, were materially
 2 understating to the TMO here the extent of the savings
 3 on ACM panels?
 4 A. I was passing on the figures in my email that I was
 5 aware that Rydon wanted to pass on.
 6 Q. Indeed, and thereby materially understating to the TMO?
 7 A. Yes. Yes.
 8 Q. And you knew that?
 9 A. I was aware of it, yes.
 10 Q. Let's move to a slightly different topic, which is
 11 Rydon's provision of cladding information to the TMO.
 12 I would like to scroll back to the start of that
 13 exercise in the employer's requirements contained in the
 14 JCT contract. Can I ask you to go to that,
 15 {SEA00000169}, please. That's the first page of the NBS
 16 spec. At page 69 {SEA00000169/69} in it, if we go to
 17 item 235, please, that's the section entitled
 18 "Information to be provided before commencement ...",
 19 et cetera. Do you see that?
 20 A. Yes.
 21 Q. "Information to be provided before commencement of
 22 testing or manufacture of rainscreen cladding system."
 23 Do you agree that Rydon was obliged to provide
 24 information to the TMO on that subject?
 25 A. Yes.

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1 Q. What information did you understand at the time that the
 2 TMO were entitled to about cladding, or the cladding?
 3 A. What they prescribed in the NBS spec.
 4 Q. Now, we will come to this in more detail, but given your
 5 role was to understand and manage Rydon's contractual
 6 obligations on the Grenfell Tower project, what steps
 7 did you take generally to ensure that the relevant
 8 information as identified here at paragraph 235 of the
 9 NBS spec was provided to the TMO?
 10 A. Drawings, I believe, went across to them. We didn't
 11 keep a tracker or a spreadsheet of all the other
 12 components within this.
 13 Q. Right, so drawings. Anything else?
 14 (Pause)
 15 A. I don't know if we did the spare parts, I don't know if
 16 we did the -- all the rest of it would be part of the
 17 O&M and health and safety file.
 18 Q. You mentioned drawings. The first bullet point there
 19 is:
 20 "Detailed drawings to fully describe fabrication and
 21 installation."
 22 That rather looks as if what you are required to
 23 provide to the TMO is detailed drawings, as it says,
 24 which fully describe fabrication and installation?
 25 A. Which is Harley's drawings.

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1 Q. Were these drawings and calculations ever provided to
 2 the TMO?
 3 A. I believe the drawings were, but I don't know about the
 4 calculations.
 5 Q. Yes, I see. But Rydon themselves didn't produce those
 6 drawings?
 7 A. No.
 8 Q. No.
 9 What steps did you take to ensure that the
 10 information that you were to provide to TMO comprising
 11 detailed drawings were adequate and accurate?
 12 A. Again, by having a specialist subcontractor, by having
 13 an architect, those are the people that are able to
 14 determine whether those drawings are adequate or not.
 15 Q. You can see that at the fourth bullet point down it
 16 says:
 17 "Certification for incorporated components
 18 manufactured by others confirming their suitability for
 19 proposed locations in the rainscreen cladding."
 20 How did Rydon plan to satisfy itself that the
 21 products selected for use in the external wall were
 22 properly certified, or were certified at all?
 23 A. Well, we would have a -- we would have a quality
 24 process, and, again, it's a long while since I've used
 25 Rydon's quality process so I couldn't tell you the

176

1 in-depth steps of that.

2 Q. You say, "We would have a quality process"; was that

3 a process which would identify the particular materials

4 and the certificate that went with it?

5 A. You would have an inspection and test plan would be part

6 of that process, which generally would have

7 certification and all the elements to do with that.

8 That is generally all handed over, and I know what it

9 says at the very top sentence, and I'm sure you will

10 remind me of that, but that's generally handed over as

11 part of the O&M and health and safety file, so the

12 client ends up with the full information about the

13 built -- about the building.

14 Q. That's before commencement of testing or manufacture of

15 a rainscreen cladding system, isn't it?

16 A. Yes.

17 Q. What system did you have in place to ensure that the

18 certification for, for example, the ACM PE 55 Reynobond

19 panels were certified for suitability in their proposed

20 locations before commencement of testing or manufacture?

21 A. I don't think we did before commencement of manufacture.

22 Q. No.

23 Rydon was also required to provide project-specific

24 fabrication handling and installation method statements.

25 What did Rydon do to comply with that obligation?

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1 A. Again, all of that or the majority of that information

2 I would expect to form part of the O&M and health and

3 safety file.

4 Q. I see.

5 A. Which, again, I accept that the top sentence asks for it

6 in advance.

7 Q. Yes.

8 What about the recommendations for spare parts and

9 recommendations for safe dismantling, same again?

10 A. The same as the previous answer.

11 Q. What if anything did you do to ensure that the ACM

12 panels that you were discussing under the value

13 engineering discussions we've just been looking at in

14 March and April 2014 were suitable for use above

15 18 metres on Grenfell Tower?

16 A. Firstly, they were specified before our time via the --

17 by Studio E. Secondly, they were -- again, I'll go back

18 to we've got a specialist cladding contractor who

19 I would expect to know what is correct or not, and then

20 from our experience, my experience with Rydon, we fitted

21 exactly the same on numerous projects dating back to

22 2007. So ...

23 Q. We're going to come to that shortly. You say numerous

24 projects. We know about Ferrier Point and --

25 A. Chalcots and Ferrier Point, but in Chalcots there is

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1 more than one --

2 Q. In that last answer, Mr Lawrence, you name-checked

3 Studio E and Harley. Do I take it from that that you

4 yourselves, Rydon itself, did nothing to ensure that ACM

5 panels, PE 55 ACM panels manufactured by Reynobond, were

6 suitable above 18 metres?

7 A. Correct, we would rely on others to do it.

8 Q. You would rely on others to do it.

9 I would now like to turn to the selection of the ACM

10 panels themselves.

11 Sticking with the NBS spec for the moment, can we

12 go, please, back three pages to page 66

13 {SEA00000169/66}. We can see that what was specified

14 here under item 123 under H92 rainscreen cladding was

15 the Proteus HR honeycomb rainscreen panel manufactured

16 by KME Architectural Solutions.

17 So that's actually what was specified, isn't it, as

18 the primary product?

19 A. It was the primary product, as their top choice, yes.

20 Q. Underneath that, we can also see zinc sheets were to be

21 manufactured by NedZink. Yes?

22 A. Correct.

23 Q. So the sheets themselves, the zinc would come from

24 NedZink in the Netherlands, and then they would be

25 fabricated by KME, wouldn't they?

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1 A. Yes.

2 Q. Did you ever read any of the product literature

3 concerning the Proteus panel?

4 A. I think the only time I looked at any product literature

5 was when we were putting together the information about

6 the longevity of the --

7 Q. Right.

8 A. Or durability of the panel.

9 Q. Did you know that the core of the product is

10 an aluminium honeycomb structurally bonded between two

11 thin gauges of metal?

12 A. Only from what it says there, but I've never used the

13 product previously or --

14 Q. I see, but you didn't investigate the product literature

15 to see what this stuff was made of?

16 A. No, not particularly, no.

17 Q. Did you know that the fire classification for that panel

18 was that it met the requirements according to class 0 of

19 the national Building Regulations?

20 A. No. I would have assumed it, but I didn't investigate

21 it.

22 Q. Did you investigate the fire performance of the

23 Proteus HR panel at all?

24 A. No.

25 Q. Didn't have a discussion with Studio E about it?

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1 A. No.
 2 Q. No.
 3 You didn't look at the brochure, as I think you have
 4 told us.
 5 A. Only to look at long -- only to look at --
 6 Q. Yes.
 7 A. -- longevity.
 8 Q. Now, the specifications, as I've shown you, are set out
 9 here in the NBS. Could you also look, please, at
 10 page 64 {SEA00000169/64}, two pages earlier on. At
 11 item 11, you can see:
 12 "Information to be provided with tender
 13 "In addition to the cladding specified in the below
 14 clauses 120 & 123 submit comparative supply and install
 15 costs per m2 of the whole cladding system for the
 16 following alternative materials."
 17 Then you have Reynobond, three products there, and
 18 Alucobond, Spectra and zinc, quartz zinc:
 19 "Note: Face fastened solutions permitted."
 20 If you go to page 65 {SEA00000169/65} and look at
 21 item 120, please:
 22 "Rainscreen cladding to columns & external envelope
 23 of main entrance canopy."
 24 We have just seen that.
 25 Looking at the two together -- item 11 on page 64

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1 and item 120 on page 65 -- Mr Lawrence, isn't the
 2 position that it was the zinc Proteus HR panels which
 3 were specified, but comparative costings were required
 4 from contract tenderers for Reynobond panels, Alucobond
 5 panels and VMZinc panels, composite panels?
 6 A. That's correct.
 7 Q. You can see, if you go back a page to item 11 on
 8 page 64, the alternative costings for Reynobond were
 9 required to be Duragloss 5000 in metallic standard and
 10 non-standard satin gloss, that's one of them.
 11 Did you address your mind to this reference in the
 12 NBS specification to standard and non-standard?
 13 A. I ... I'm not sure I would have picked it up
 14 specifically at the time. If you were to ask me now,
 15 I would say that is a ... talking about a paint finish.
 16 Q. Right.
 17 You have said you didn't pick it up at the time,
 18 you're not sure you would have done. Did standard and
 19 non-standard mean anything to you in this context at the
 20 time?
 21 A. Only paint -- it would only be paint finish.
 22 Q. Paint.
 23 Now, let's turn to a subtopic: the difference
 24 between face-fixed and cassette. We touched on this
 25 earlier on in your evidence.

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1 Were you aware at the time of this project and your
 2 coming into it in the spring of 2014 that the fire
 3 performance of ACM polyethylene panels when fabricated
 4 into cassettes was significantly worse than the fire
 5 performance of the same panels in rivet form?
 6 A. No.
 7 Q. Do you know whether anyone else at Rydon was aware of
 8 that specific fact?
 9 A. I don't know, but I doubt it very much.
 10 Q. Did you know that the tests carried out by Arconic in
 11 and after 2011, so three years prior, had consistently
 12 shown that Reynobond PE panels in cassette form only
 13 achieved class E classification under the relevant
 14 tests, EN 13501, whereas the same panels in rivet form
 15 achieved class C classification?
 16 A. No, I didn't know.
 17 Q. Did anyone else at Rydon to your knowledge know that?
 18 A. Again, I doubt it very much.
 19 Q. Turning away from that back again to compliance, at the
 20 start of your examination on Thursday, you and I looked
 21 together at the contract, and we looked particularly at
 22 clause 2.5.1.1.1, which said that -- and I'm summarising
 23 it, we can go and look at it if you like --
 24 A. No, that's okay.
 25 Q. -- that Rydon would not permit for use in refurbishment

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1 any product which did not conform with British or
 2 European standards, or, where no such standards exist,
 3 do not conform with the British Board of Agrément
 4 certificate. Do you remember that?
 5 A. Yes.
 6 Q. In the light of that contractual obligation that Rydon
 7 undertook to the TMO, can you tell me what practices or
 8 systems Rydon employed at the time to make sure that the
 9 cladding products being considered for the
 10 Grenfell Tower project met the requirements of the
 11 Building Regulations?
 12 A. Yes, we would use our specialist supply chain, who had
 13 the technical knowledge and understanding of the
 14 material manufacturers.
 15 Q. I appreciate that's probably a repeat question and
 16 a repeat answer based on that. I just wanted to bring
 17 it into the context of what we're now going to discuss.
 18 {RYD00003890}, please. This is an email from you to
 19 Bruce Sounes of Studio E on 17 April 2017, and in the
 20 first line it says:
 21 "Bruce
 22 "As per our discussion earlier. Harley's have been
 23 in talking to Reynobond on our behalf regarding the ACM
 24 panel samples. The samples ordered (and mostly
 25 received) so far as follows ..."

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1 Then you set out four samples, and there is then
 2 a discussion about how close they are to zinc.
 3 You say "on our behalf"; did you ask Harley to talk
 4 to Reynobond on your behalf?
 5 A. Yes, I believe I would have done.
 6 Q. Who did you ask within Harley to talk to Reynobond?
 7 A. I can't be 100% sure, but it would more than likely be
 8 Mark Harris.
 9 Q. Right.
 10 Do you remember when you did that? I mean, how long
 11 before this email, do you think?
 12 A. No. No, I don't know.
 13 Q. All right.
 14 Now, reference here to "the ACM panels" -- do you
 15 see?
 16 A. Yes.
 17 Q. "The ACM panel samples" suggests that Reynobond ACM
 18 panels had been the subject of discussion prior to the
 19 date of this email, suggests to a reader like me who
 20 wasn't there at the time.
 21 My question is: to your knowledge, when did ACM
 22 panels, and specifically Reynobond ACM panels, start
 23 being discussed in place of zinc?
 24 A. I think probably as soon as the tender come in and it
 25 had in the documents that we looked at previously.

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1 Q. Right.
 2 Now, this email also shows that Harley have at this
 3 point been talking to the manufacturers of Reynobond, in
 4 other words Alcoa, later Arconic --
 5 A. Yeah.
 6 Q. -- directly in relation to sourcing materials for the
 7 construction of this refurbishment project.
 8 Was anyone at Rydon in the loop on those
 9 discussions?
 10 A. Not directly, no, we would always --
 11 Q. Do you know whether anyone at Studio E was in the loop
 12 on those discussions?
 13 A. I don't know, but I doubt it. I would imagine that
 14 would be Harley directly with their manufacturer.
 15 Q. I see, okay.
 16 Now, is it fair to say that at this time Harley
 17 rather than Rydon were leading the search for ACM panels
 18 which would be used as part of the cladding on the tower
 19 as an alternative to the Proteus zinc?
 20 A. Yes, they would be leading it because they obviously had
 21 contact with the manufacturer and knew them well.
 22 Q. Right.
 23 What was Rydon doing, if anything, to oversee that
 24 process?
 25 A. We --

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1 Q. The process of discussion.
 2 A. We were in the discussion, and at the time we were
 3 looking for suitable alternatives, visually suitable
 4 alternatives, to the, you know, number one option of
 5 zinc. So we were going between Bruce and Harleys and
 6 all three were talking to find a suitable finish. It
 7 was all about the -- at that time, all about the
 8 architectural finish that could be achieved.
 9 Q. Well, let's look at the email. If you look at the
 10 middle of the page, it says:
 11 "If there are any other colours that you would like
 12 to see and feel is more appropriate then let me know and
 13 we will get Harley to order them. Alternatively we can
 14 get the Reynobond rep in to meet us."
 15 Who, if anybody, told you that the Reynobond rep
 16 would meet you?
 17 A. I would imagine it would have been Mark.
 18 Q. Right. Did you actually get the impression that
 19 Reynobond would give you or Studio E project-specific
 20 advice or information?
 21 A. Yes, they would, yeah.
 22 Q. Where did you get that impression from?
 23 A. From Mark, and it's probably insinuated in emails. So
 24 I think it's Deborah French was involved in some email
 25 trails, so ... and would be typical by -- with

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1 a material manufacturer wanting to sell their product.
 2 Q. Right.
 3 By this point, had you had any discussions yourself
 4 directly with Deborah French?
 5 A. No.
 6 Q. Deborah French is --
 7 A. I don't think I've ever actually met her.
 8 Q. I see.
 9 At this point, you were looking at riveted panels,
 10 not cassettes, weren't you?
 11 A. Possibly, yeah. I can't remember at that point, yeah.
 12 Q. All right.
 13 A. Yes, probably.
 14 Q. I mean, I think --
 15 A. We were probably looking at both, but we were --
 16 obviously the preferred option was face-fixed.
 17 Q. That's fair.
 18 Now, the reference to Mark Harris, who was the
 19 Harley sales guy I think you referred to, and the work
 20 that you did at Ferrier Point together, which you refer
 21 to in the last paragraph, was with riveted panels not
 22 cassette, wasn't it?
 23 A. Yes, all my previous experience had been with
 24 face-fixed, so riveted panels, yes.
 25 Q. Yes. So can we take it from that that you had never

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1 actually worked with ACM PE core cassettes --
 2 A. Correct.
 3 Q. -- on a high-rise overclad?
 4 A. Correct.
 5 Q. Right.
 6 Can I look with you, please, at {RYD00003909}. This
 7 is an email from Bruce Soune in response to yours on
 8 22 April 2014, copied to Kai Fabiunke, and he says:
 9 "Hi Simon,
 10 "For some reason both you and we have overlooked the
 11 Metallics. Is this cost?"
 12 Then he goes on to set out a number of models of ACM
 13 cladding which were offered by Alcoa but had not yet
 14 been considered by Rydon or Studio E or Harley.
 15 Are these all PE core?
 16 A. I would assume so, I don't --
 17 Q. Right.
 18 A. Yeah. At the time, I didn't know there was any other
 19 ACM panel apart from PE core.
 20 Q. I follow.
 21 A. I had never experienced it or been told about it, so
 22 I would just -- this is talking about colours, paint
 23 effects, on an ACM panel.
 24 Q. I see.
 25 We can see in the list before the bottom, "Smoke

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1 Silver E9107 S". That is in fact the cladding
 2 ultimately chosen for the building, wasn't it?
 3 A. Yes, I think it was, yes.
 4 Q. The discussion here is all about finishes and cost, and
 5 there is no discussion here about the properties or
 6 performance of these ACM panels, other than their finish
 7 and cost.
 8 Did you have any discussion at all at this time of
 9 those matters outside this exchange?
 10 A. No. I think the assumption was they were all equal.
 11 MR MILLETT: Right.
 12 Mr Chairman, I have probably got two more documents
 13 to show the witness --
 14 SIR MARTIN MOORE-BICK: I think you should carry on, then.
 15 MR MILLETT: -- before we get to a slightly different topic,
 16 but can I do that? Thank you.
 17 SIR MARTIN MOORE-BICK: Then that would be a convenient
 18 point to break?
 19 MR MILLETT: It would.
 20 SIR MARTIN MOORE-BICK: Carry on, then.
 21 MR MILLETT: Thank you.
 22 {RYD00003913}, and if I can put pages 1 and 2 next
 23 to each other, we can see that at the bottom of page 1
 24 is you forwarding an email to Mark Harris at Harley,
 25 which you had got from Mr Soune, which we have just

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1 looked at. You send it on to him and you say:
 2 "Mark/Mike,
 3 "Thoughts please? Particularly around cost."
 4 Yes?
 5 Then he responds to you the same day, a little bit
 6 later on -- only about 15 minutes, actually, later on.
 7 Do you see that?:
 8 "Simon
 9 "By far the easiest way for us to respond, is for me
 10 to forward a copy of Bruce's email to Deb French at
 11 Alcoa (the Reynobond lady) for comment regarding cost.
 12 I'll do that straight away."
 13 Did you pass on to Harley all decisions and
 14 oversight of the cladding material selection process, do
 15 you think?
 16 A. I believe so.
 17 Q. Yes. So basically, this whole discussion was really
 18 outsourced to Harley? When I say this whole discussion,
 19 the discussion about cost and the appropriateness of ACM
 20 for the tower?
 21 A. Yes, I don't -- and I don't -- when you say
 22 appropriateness, again this trail of emails is talking
 23 about colour. But yes.
 24 Q. You are right, and to be fair --
 25 A. Yes.

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1 Q. -- when I say appropriateness, I mean within the subject
 2 matter of the discussions you were consciously having.
 3 A. Yes, yes.
 4 Q. Yes.
 5 At the top of the page the document shows his
 6 response, and I have summarised that to you. We can see
 7 that his suggestion was simply to forward the email to
 8 Deborah French and get her comment in respect of costs.
 9 So he in turn was in a sense acting really as a postbox
 10 between you and Reynobond.
 11 A. Correct.
 12 Q. Now, at this stage, was Mark Harris expressing
 13 a preference for Reynobond ACM panels because of the
 14 cost?
 15 A. I think that's ... it infers that in his sort of
 16 second-to-last paragraph.
 17 Q. Indeed, I was going to show you that:
 18 "I would prefer to try and stick with Reynobond if
 19 poss, nothing wrong with Alucobond of course, but I'm
 20 not sure we can manage the cost so well if we go that
 21 route!!"
 22 So you have actually answered the question before
 23 I showed you the paragraph.
 24 A. Sorry.
 25 Q. But I'm grateful.

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1 Can we summarise it this way: as far as you were
 2 aware, there was a beneficial relationship between
 3 Harley and Reynobond?
 4 A. Correct.
 5 Q. If we next go to the next document, {RYD00003932}, we
 6 can see what happens next. This is an email from
 7 Mark Harris to Debbie French and then him sending you
 8 back her response to him on 23 April. We can see that
 9 she comes to him on 23 April, copied to Mike Albiston
 10 and Geof Blades:
 11 "Hi Mark
 12 "As per your couple of emails I have attached copies
 13 of our Reynobond BBA - Specimen Warranty, we will supply
 14 the original warranty once we have produced and shipped
 15 material, it will be drawn up Project and Site specific ,
 16 FYI I have also attached copy of our COSHH and Cleaning
 17 documents.
 18 "In terms of the colour categories and pricing - I
 19 can confirm that the following colours are not going to
 20 carry any up-charge on prices already discussed and
 21 quoted ..."
 22 And she sets out the three and makes some other
 23 comments about other colours.
 24 "Hope this information is OK but any other questions
 25 just let me know or ring me."

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1 Then Mark Harris comes back to you, pings it on to
 2 you:
 3 "Simon
 4 "Thought it would be easier to forward you the email
 5 and all attachments as received from Debbie French at
 6 Alcoa. I can't see a reason for this not to be sent as
 7 it is, to Bruce, but will leave that decision to your
 8 good self!"
 9 First of all, did you know at this stage who
 10 Geof Blades was, he was one of the copy --
 11 A. Yes.
 12 Q. What was his role, as you understood it?
 13 A. Yeah, he works for CEP.
 14 Q. Yes.
 15 A. What his actual role is, I don't know, but yeah.
 16 Q. We can see the response, and I've read it to you.
 17 Mark Harris' suggestion was that it all be sent straight
 18 on to Studio E unless you thought differently .
 19 Did you send it on to Studio E, do you think?
 20 A. I would have thought so.
 21 Q. Right. Is there any reason why you would not want
 22 Studio E to see that information?
 23 A. No.
 24 Q. Did you read the documents that she sent you yourself?
 25 A. Probably not, but I probably would have passed them

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1 straight on, but I can't say for sure.
 2 Q. What about the copies of the Reynobond BBA? Did you
 3 know what that was?
 4 A. Yes, yes, I knew what that was.
 5 Q. Did you notice that it had been attached to the email?
 6 A. I probably did at the time.
 7 Q. Right. We will come to that tomorrow.
 8 Just one last question on this. She says that
 9 post-shipment the warranties would be drawn up project
 10 and site - specific .
 11 Did you understand that Ms French of Arconic knew
 12 that the Reynobond material that she was discussing with
 13 Harley was going to go on to Grenfell Tower?
 14 A. Erm --
 15 Q. Was that your understanding?
 16 A. I'm not sure she knew, but I would say she would have
 17 a very good -- it would be very likely that that was
 18 going to happen, given the correspondence, yes, I would
 19 say so.
 20 Q. Right. To your understanding at the time, would she
 21 have had, to use your words, a very good idea that that
 22 building is a building higher than 18 metres?
 23 A. I would have thought so, yeah, definitely. I would have
 24 thought Harleys would have --
 25 Q. Right.

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1 A. I would have thought Harleys would have been speaking to
 2 Reynobond about that, if not about material cost and
 3 quantities of material, et cetera. So yes.
 4 MR MILLETT: Right.
 5 Mr Chairman, it's now just gone 4.05 and I'm going
 6 to come next to -- we're staying in the same topic but
 7 a different set of documents and questions about it. Is
 8 now a convenient moment?
 9 SIR MARTIN MOORE-BICK: I think it is, yes.
 10 You are getting on quite well?
 11 MR MILLETT: I am getting on quite well, Mr Chairman, but
 12 I am concerned, and we may need to raise a question with
 13 the witness about overrun. I'm concerned that we are
 14 not going to finish tomorrow, particularly since there
 15 are questions which are coming in at the moment from
 16 other core participants .
 17 SIR MARTIN MOORE-BICK: Would it be sensible to canvass that
 18 now?
 19 MR MILLETT: I think it would be sensible.
 20 SIR MARTIN MOORE-BICK: Would you like to tell us how you
 21 see things?
 22 MR MILLETT: Yes, Mr Chairman, and there are knock-on
 23 effects for other witnesses, so I don't want to go into
 24 too much detail, but so far as Mr Lawrence is concerned,
 25 if Mr Lawrence could come back on Wednesday, if that's

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1	not inconvenient, to finish off his evidence, would that	1	INDEX	
2	cause trouble?	2		PAGE
3	THE WITNESS: It would cause trouble, but yes, of course	3	MR SIMON LAWRENCE (continued)1
4	I will help.	4		
5	SIR MARTIN MOORE-BICK: I'm very sorry about that, because	5	Questions from COUNSEL TO THE INQUIRY1
6	I'm sure you have made your arrangements on the	6	(continued)	
7	assumption that you will finish tomorrow.	7		
8	THE WITNESS: Yes.	8		
9	SIR MARTIN MOORE-BICK: But it looks as though that's not	9		
10	really going to be very convenient, so if you could,	10		
11	I think we would ask you to make arrangements to come	11		
12	back on Wednesday. I would think for only part of the	12		
13	day.	13		
14	MR MILLETT: I think it would be part of the day,	14		
15	Mr Chairman. I'm not going to commit to a precise time,	15		
16	I am afraid, because things happen during the course of	16		
17	the evidence, as one knows.	17		
18	SIR MARTIN MOORE-BICK: You never quite know. But I suspect	18		
19	that if you are discussing your availability with other	19		
20	people, you had better perhaps say after lunch, and	20		
21	that's not giving you a promise that it will be before	21		
22	the end of the day, but you understand, I think that's a	22		
23	reasonable basis to work on.	23		
24	THE WITNESS: Yes.	24		
25	SIR MARTIN MOORE-BICK: Okay. We will call a halt there and	25		

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1	finish for the day. Please don't talk to anyone about	200
2	your evidence or anything to do with it overnight, and	
3	we will resume at 10 o'clock tomorrow, please.	
4	THE WITNESS: Thank you.	
5	SIR MARTIN MOORE-BICK: All right? Thank you very much. Go	
6	with the usher now, please.	
7	(Pause)	
8	Thank you very much, Mr Millett.	
9	MR MILLETT: Thank you.	
10	SIR MARTIN MOORE-BICK: 10 o'clock tomorrow.	
11	(4.10 pm)	
12	(The hearing adjourned until 10 am on Tuesday, 21 July 2020)	
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