

OPUS 2

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Grenfell Tower Inquiry

Day 28

July 28, 2020

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1 Tuesday, 28 July 2020
2 (10.00 am)
3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
4 today's hearing.
5 Today we're going to hear from another witness who
6 was part of Rydon's team handling the refurbishment.
7 So, Mr Millett?
8 MR MILLETT: Yes, Mr Chairman, good morning. Today we're
9 going to call Mr Stephen Blake.
10 SIR MARTIN MOORE-BICK: Yes. Would you ask Mr Blake to come
11 in, please.
12 MR STEPHEN BLAKE (affirmed)
13 SIR MARTIN MOORE-BICK: Thank you very much, Mr Blake.
14 Now, sit down, make yourself comfortable.
15 All right?
16 THE WITNESS: Thank you.
17 SIR MARTIN MOORE-BICK: Thank you.
18 Yes, Mr Millett.
19 Questions from COUNSEL TO THE INQUIRY
20 MR MILLETT: Good morning, Mr Blake.
21 Could we start, please, by your giving the Chairman
22 your full name.
23 A. Stephen William Blake.
24 Q. Thank you.
25 Thank you very much, first of all, for attending

1

1 today to give evidence. We very much appreciate your
2 doing so.
3 I'm going to be asking you a number of questions.
4 If you have any difficulty understanding any of them,
5 please just say and I can ask the question again or
6 I can put it in a different way.
7 Also, if I can ask you, please, to keep your voice
8 up so that the transcriber, who sits to your right, can
9 hear you and get down your evidence.
10 Also, just to mention one thing, a nod or a shake of
11 the head doesn't go down on the transcript, so you do
12 have to say "yes" or "no" as the case may be.
13 If you need a break at any point other than the
14 scheduled breaks, please let us know and we can take
15 a short break.
16 You have made one statement dated 25 September 2018,
17 which you will find in the desk in front of you in the
18 black folder, and it will also appear on the screen in
19 front of you. That is {RYD00094225}.
20 Can I ask you first, please, to look at the first
21 page of that and confirm that that is your statement to
22 the Inquiry.
23 A. Yes, it is.
24 Q. Can I ask you to go to page 14 {RYD00094225/14}, please,
25 where there is a signature. Is that your signature?

2

1 A. Yes.
2 Q. Have you read this statement recently?
3 A. Yes.
4 Q. Can you confirm that its contents are true?
5 A. Yes.
6 Q. Now, as well as your personal witness statement, Rydon
7 has given a statement as a company. Have you read that
8 statement?
9 A. Not the statement that's in the Inquiry, no.
10 Q. Right. So can I take it from that that you didn't
11 contribute to writing it?
12 A. I was asked to assist them with some of the
13 evidence-gathering for it.
14 Q. I see. Did you approve it in its final form?
15 A. No.
16 Q. Okay. Have you read it recently?
17 A. No.
18 Q. Right.
19 Before coming here today, can you confirm to us that
20 you haven't discussed the evidence you're going to give
21 today with anybody?
22 A. Yes.
23 Q. Thank you.
24 I'm going to turn first, by way of introduction
25 almost, to some elements of the background and your role

3

1 as a refurbishment director at Rydon.
2 I think it's right, isn't it, that you were
3 refurbishment director at Rydon for the duration of the
4 Grenfell Tower project?
5 A. That's correct, yes.
6 Q. Are you still employed by Rydon?
7 A. Yes, I am.
8 Q. What is your current role at Rydon or your current
9 position there?
10 A. I'm working for Rydon Homes, in the -- as a production
11 director.
12 Q. I would like to examine briefly, if I may, your role as
13 refurbishment director, which was a role I think you had
14 occupied from October 2010; is that right?
15 A. Yes.
16 Q. I think you came up through the ranks at Rydon, as it
17 were, through being contracts manager, construction
18 manager, and then refurbishment director; yes?
19 A. That's right.
20 Q. Yes. Can I ask you to look at your statement on page 4
21 {RYD00094225/4}, please, and paragraph 2.5.5, "Project
22 Involvement". You say there:
23 "With regards [to] each project, a team of Managers
24 report to me as Director on all matters of progress
25 including safety and whether the project is on time and

4

1 to budget. My role is to have an overview which
 2 I report to the maintenance board on a monthly basis.”
 3 What did the reports you gave to the maintenance
 4 board generally comprise?
 5 A. It was a monthly report that gave, as it says, a picture
 6 of where we were to programme, it gave an update of
 7 commercial matters, and that was its primary task.
 8 Q. What is the maintenance board, or what was the
 9 maintenance board?
 10 A. It's a board that reports to the Rydon Group, so it
 11 consisted of an MD, a financial director, a commercial
 12 director, and production directors.
 13 Q. Did the composition of that maintenance board comprise
 14 directors of the company or companies in the
 15 Rydon Group?
 16 A. Yes. I was a director of Rydon Maintenance.
 17 Q. Yes, I was going to ask you about that. While we're on
 18 that, when did you become a director of
 19 Rydon Maintenance, or RML, as I think it's called?
 20 A. As you said, it's 2010.
 21 Q. I see. Did you ever stop being a director of RML?
 22 A. No.
 23 Q. Are you still today a director of RML?
 24 A. I am.
 25 Q. Thank you.

5

1 Are you a director of any other company in the
 2 Rydon Group?
 3 A. No.
 4 Q. Can I ask you to look, please, at {RYD00004290}. This
 5 is a site progress report dated 9 May with a board
 6 meeting on 16 May, and if you could look at the top, in
 7 capitals you will see it says, "Board meeting 16th May".
 8 Is this an example of the sort of report that you
 9 were talking about?
 10 A. It is.
 11 Q. We can see later on that it comes from you.
 12 Can we take it that you wrote all those reports
 13 yourself?
 14 A. The team that I have, so you have a contracts manager
 15 and commercial manager, they will fill in the respective
 16 topics of the report that will be presented to me on
 17 a monthly basis, and then I will -- if there's any
 18 changes or any editing that I wish to do, I will do, and
 19 then I submit this to the board on a monthly basis
 20 thereafter.
 21 Q. I see.
 22 Now, in your statement you say that you would report
 23 on all matters of progress. Did all matters of progress
 24 include design decisions which had been made?
 25 A. Not necessarily. If there was a delay or anything like

6

1 that, then an abnormal would be reported.
 2 Q. So did it report on the progress that subcontractors had
 3 made in implementing decisions?
 4 A. No, not explicitly.
 5 Q. I see.
 6 When a design decision was made, who did you
 7 consider was responsible for ensuring that the design
 8 was consistent with Rydon's contractual requirements to
 9 the TMO?
 10 A. The person that was contracted to be responsible for it.
 11 Q. Can we look back at your statement, please,
 12 {RYD00094225/10}. I would just like to look with you at
 13 what you say about design. At the bottom of page 10 you
 14 can see clause 6.3.1, and it says:
 15 "Studio E specified the materials to be used,
 16 including Reynobond rainscreen cladding and Celotex
 17 insulation."
 18 If we flip over to page 12 {RYD00094225/12}, in the
 19 middle, paragraph 7.1, "Fire Safety", it says:
 20 "In relation to fire safety I had no reason to
 21 question the suitability of the materials or the design
 22 that had been specified to Rydon."
 23 Then over at page 13 {RYD00094225/13},
 24 paragraph 9.1, if we can just look at that, please, it
 25 says under the heading "Compliance":

7

1 "Rydon, and in my experience Principal Contractors
 2 in general, rely upon the specialist designers and
 3 consultant team who specify the materials to be used."
 4 Now, I've shown you those three quotations from your
 5 statement.
 6 Is it your evidence to the Inquiry that other
 7 parties, primarily Studio E, were responsible for
 8 selecting the materials to be used at Grenfell Tower?
 9 A. Yes.
 10 Q. And that Rydon was, as it were, neutral?
 11 A. Correct.
 12 Q. Did you ever yourself propose or get involved in the
 13 decisions to propose materials for use in the
 14 refurbishment of Grenfell Tower?
 15 A. No.
 16 Q. Can I ask you to go to page 7 {RYD00094225/7} of your
 17 statement and look at paragraph 4.6. We see here that
 18 you address the subject of value engineering. You say:
 19 "In the course of a project such as this it is
 20 commonplace for discussion to take place about what
 21 savings can be made. As part of these discussions,
 22 consideration is given to value engineering. This is a
 23 process which considers whether savings can be achieved
 24 by using alternative materials and methods."
 25 Are you familiar, or rather were you at the time

8

1 familiar, with the RIBA definition of "value
2 engineering?"
3 A. No.
4 Q. In general, do you agree, or did you think at the time,
5 that the purpose of value engineering, where it is
6 carried out, should be to meet the requirements at the
7 lowest cost but without sacrificing functionality and
8 safety?
9 A. I would agree with that, definitely.
10 Q. Can I ask you to turn to page 2 {RYD00094225/2} of your
11 statement and look at paragraph 2.2.9. Here you say --
12 and this was part of what you say a contract manager
13 would do when reporting to you. Perhaps I should just
14 make it easier for you and go to the beginning of the
15 paragraph on page 1 {RYD00094225/1} rather than
16 summarising it. You say at the bottom of that page:
17 "The role of the Contract Manager in the
18 Refurbishment team is to deliver refurbishment contracts
19 secured by Rydon, this includes ..."
20 Then if you go over the page {RYD00094225/2},
21 I would just like to look with you at paragraph 2.2.9,
22 where you say:
23 "Reporting to the Refurbishment Director on
24 a regular basis on all key aspects of the project
25 including; safety, progress, performance management and

9

1 financial issues."
2 Do you agree, first of all, that when you reported
3 to the maintenance board that you have described, you
4 did so in relation to whether the project was on time
5 and to budget?
6 A. Correct.
7 Q. Yes.
8 So the question is: where you're doing that, can we
9 take it that you yourself were told about any value
10 engineering decisions when they were being made?
11 A. Not necessarily when they were being made, but when they
12 had been made --
13 Q. I see.
14 A. -- I would be told about that, yeah.
15 Q. I see. Is that something that you, as refurbishment
16 director, would expect to be kept abreast of by the
17 relevant contract manager?
18 A. Yes.
19 Q. Is it fair to say that you, as the most senior Rydon
20 representative on this project short of the maintenance
21 board, had the authority to change a plan or to stop the
22 contracts manager if you thought that any step that they
23 were taking was inappropriate?
24 A. Yes.
25 Q. Is it also fair to say that you yourself didn't

10

1 personally have the expertise to assess whether
2 a material change in design or materials for the project
3 could be made without sacrificing functionality or
4 safety?
5 A. That's correct.
6 Q. So when you got involved in value engineering, what was
7 your actual role?
8 A. As what, a director or --
9 Q. As refurbishment director.
10 A. I would be -- as refurbishment director, I would be
11 informed about a choice or a change that the client has
12 made.
13 Q. You would be informed about it?
14 A. Yeah.
15 Q. But if you knew nothing about the materials that were
16 going to be changed, the new materials that were being
17 swapped in, new for old, how could you stop that or give
18 advice as to whether that was a wise decision or not?
19 A. Well, put like that, I can't. I would be working on the
20 basis that it had gone through a process of governance
21 to check that that was indeed the case.
22 Q. Can I ask you to look at paragraph 2.5.4 of your
23 statement at page 4 {RYD00094225/4}. You say under the
24 heading "Procurement" there:
25 "I am responsible for overseeing the procurement

11

1 process in relation to each new project."
2 Then after that you say:
3 "The Contract Manager and Commercial Manager produce
4 a procurement schedule ..."
5 Then you say you then oversee the appointment of
6 suitable contractors, suppliers and consultants.
7 What do you mean by "suitable" in that context?
8 A. That they're competent and available to fulfil the
9 contract.
10 Q. What due diligence do you generally do, or did you
11 generally do at the time -- 2013, 2014, 2015 -- into the
12 competence of contractors, suppliers and consultants to
13 make sure that they are or were suitable for the
14 project?
15 A. Personally, or as a --
16 Q. Personally.
17 A. -- company?
18 Q. Personally.
19 A. From a personal point of view, I am informed via the
20 progress sheets who the people are with respect to the
21 procurement. I wouldn't individually check out anybody
22 myself, but the governance behind it is such that there
23 is a pre-qualification questionnaire that everyone has
24 to complete and satisfy to assure that there is a level
25 of competence and appropriateness for that employ.

12

1 From a personal point of view, 35 years of
 2 experience in the construction industry, the majority of
 3 contractors I will know about, through -- and have
 4 experience of past performance, attitude and behaviour.
 5 Q. Just following something up in that last answer, when
 6 you say "the governance behind it is that there is
 7 a pre-qualification questionnaire that everyone has to
 8 complete and satisfy to assure that there is a level of
 9 competence and appropriateness for that [task]", what
 10 were the criteria, the objective yardsticks, if you
 11 like, by which the suitability of any given
 12 subcontractor or proposed subcontractor or subconsultant
 13 would be measured?
 14 A. That they have a company constitution that satisfies the
 15 criteria of the questions asked, and details of the
 16 competencies that they have.
 17 SIR MARTIN MOORE-BICK: Mr Blake, if a new company wanted to
 18 be considered by Rydon as a potential subcontractor,
 19 what's the method by which it would go about bringing
 20 itself to your attention and Rydon would determine
 21 whether it was competent or not? Could you just talk us
 22 through that? I think that would be helpful.
 23 A. In the first instance, when we're tendering for
 24 a contract, then we will use the bank of -- you know,
 25 our bank of -- our database of knowledge that we have

13

1 about contractors.
 2 SIR MARTIN MOORE-BICK: If we can go back one step.
 3 A. Yeah.
 4 SIR MARTIN MOORE-BICK: How does a new company get on to
 5 your bank, so to speak, of acceptable subcontractors?
 6 A. A variety of different ways. It can be as simple as
 7 ringing up and saying, "I would like -- you know, I've
 8 heard about this job, I would like to be considered for
 9 it."
 10 SIR MARTIN MOORE-BICK: Yes.
 11 A. "Here's the experience that I have." Then they'll be
 12 sent the questionnaire to complete, to satisfy that.
 13 SIR MARTIN MOORE-BICK: And that's a standard form
 14 questionnaire, is it?
 15 A. Yes, it is, yes.
 16 SIR MARTIN MOORE-BICK: So they complete the questionnaire,
 17 send it back.
 18 A. Yeah.
 19 SIR MARTIN MOORE-BICK: And then what happens?
 20 A. Then they would be sent a tender, so they would produce
 21 a quotation for the job.
 22 SIR MARTIN MOORE-BICK: Okay. Now, before they do that,
 23 does anyone evaluate the questionnaire that's come in?
 24 A. Yes, yes, that is part of the HSQE function of the
 25 company.

14

1 SIR MARTIN MOORE-BICK: Okay.
 2 A. Health, safety and environmental. So they have to
 3 pass --
 4 SIR MARTIN MOORE-BICK: Do you know what sort of enquiries
 5 they make or do you know how they look into whatever's
 6 on the form, so to speak?
 7 A. Yeah, they would have to demonstrate a track record of
 8 safety, of finance, and business systems for their own
 9 governance.
 10 SIR MARTIN MOORE-BICK: All right. Thank you very much.
 11 I'm sorry, Mr Millett.
 12 MR MILLETT: No, no, that's very helpful, Mr Chairman.
 13 Within those questionnaires, or perhaps outside
 14 those questionnaires, was there ever any investigation
 15 into the precise abilities, qualifications and
 16 experience of those subcontractors and subconsultants
 17 for the specific project?
 18 A. Yeah, generally, if they're new to us, then it's --
 19 old-fashioned is taking up some references.
 20 Q. Right.
 21 A. And, you know, them being able to provide a reference in
 22 itself is a positive, and then simply ringing up and
 23 asking about them.
 24 Q. Now, I want to ask you about your role as contracts
 25 manager, which happened a little bit later in the story,

15

1 but just jumping ahead to that, because we're still on
 2 background.
 3 If you go to page 7 {RYD00094225/7} of your
 4 statement, which is still up on the screen, and go to
 5 paragraph 4.8, please, you can see there that you tell
 6 us that in October 2015 you assumed the role of contract
 7 manager in place of Simon Lawrence, who moved on to
 8 other employment.
 9 Is one of the reasons that you were able to do that
 10 that you yourself had previously been a contracts
 11 manager?
 12 A. Yes.
 13 Q. If you look at the penultimate sentence, you say there:
 14 "As Contract Manager I was not based on site, but
 15 attended regularly."
 16 How frequently did you attend the site?
 17 A. For a six-month period -- I actually counted this up --
 18 I went up there -- from my diary -- I think it was 70,
 19 75 times, and that was sort of an average of two and
 20 a half visits a week. And I think I probably made more
 21 than that, because I had missed them out rather than
 22 record them.
 23 Q. Had Simon Lawrence been based on site?
 24 A. No.
 25 Q. Where had he been based prior to him leaving Rydon?

16

1 A. A mixture. So he had, at the beginning of the contract,
 2 another site to attend to, and he would have meetings in
 3 the office in Sussex to attend as well.
 4 Q. You say that after you became contracts manager, you
 5 attended on site two and a half times per week.
 6 Were you also engaged on other projects for Rydon in
 7 addition to the Grenfell Tower refurbishment project?
 8 A. I was still maintaining my role as refurbishment
 9 director.
 10 Q. Yes, and my question is: were you engaged on other
 11 projects? Presumably you were.
 12 A. Yeah, but not as contracts manager.
 13 Q. How many other projects were you involved in, in your
 14 role as refurbishment director?
 15 A. In the business stream that I was looking after?
 16 Q. Yes.
 17 A. There was probably an average of ten.
 18 Q. An average of ten projects?
 19 A. Over the two years that Grenfell was constructed.
 20 Q. I see. So would it be fair to say that, from
 21 October 2015, there was no full-time contracts manager
 22 looking after the Grenfell Tower refurbishment?
 23 A. No, I think I was fulfilling a full-time role.
 24 I wouldn't expect a contracts manager to do solely one
 25 site.

17

1 Q. I see.
 2 In your absence from site during that period,
 3 October 2015 onwards, who was the most senior Rydon
 4 employee on site?
 5 A. David Hughes assumed the role of the first in command,
 6 if you like.
 7 Q. I see. Did David Hughes assume any of the roles as
 8 contracts manager?
 9 A. He helped out. We shared the load of what we needed to
 10 do.
 11 Q. Right.
 12 Would you expect in general terms that the contracts
 13 manager reporting to you would be familiar with the
 14 terms of the contract with Rydon's employer?
 15 A. They would be familiar, yeah.
 16 Q. And with the terms of the subcontracts to which Rydon
 17 was a party?
 18 A. Yes.
 19 Q. So in order for that model to work, where Rydon was in
 20 contract with its client but had subcontracted out to
 21 subcontractors and subconsultants, do you agree that it
 22 was essential for Rydon to ensure two things: first,
 23 that all its responsibilities under its main contract,
 24 being a D&B contract, with its client were subcontracted
 25 to somebody?

18

1 A. Yes.
 2 Q. And, secondly, to ensure that that party was in fact
 3 meeting those obligations?
 4 A. Indeed, yes.
 5 Q. Where a subcontractor's obligations included design, can
 6 you help me understand how Rydon would be able to ensure
 7 that that person or party was in fact meeting its
 8 obligations, in circumstances where, as we've heard
 9 previously in this Inquiry, Rydon had no in-house design
 10 expertise itself?
 11 A. Well, I think as has been examined, the process of
 12 ensuring that the subcontractor designs appropriately is
 13 going through a process of design development and
 14 approval that ultimately was put to Building Control for
 15 their acceptance.
 16 Q. Perhaps I can take this a little bit differently.
 17 If you go to your statement at paragraph 2.2.6 on
 18 page 2 {RYD00094225/2}, we looked at this before, this
 19 was a list of things that you would expect to be kept
 20 informed of by the contracts manager, and it says:
 21 "Monitoring contractors, consultants and suppliers
 22 to ensure the aims of the refurbishment project are
 23 met."
 24 Just looking at monitoring consultants, how would
 25 Rydon assess whether a design consultant was meeting its

19

1 obligations in circumstances where Rydon had no design
 2 expertise of its own?
 3 A. Ensuring that the -- that they meet their obligations is
 4 ultimately determined by acceptance of the
 5 Building Control.
 6 Monitoring is perhaps a reference to a point in
 7 time. So if they were obliged to produce X drawings by
 8 a certain time, and they don't, then that's what we
 9 would -- that's part of that monitoring process.
 10 Q. Well, that sounds as if you're saying that in 2.2.6
 11 there, "monitoring" simply means keeping tabs on
 12 progress, is that what you're saying, and not tabs on
 13 quality?
 14 A. It's progress and quality as well, that's what I would
 15 put under "monitoring".
 16 Q. Yes. You see, this is your statement and your words,
 17 and I'm just seeking to explore with you what you really
 18 mean by "monitoring".
 19 A. Okay.
 20 Q. So when you're monitoring a design consultant, my
 21 question is: how would you go about ensuring that they
 22 were doing a good job?
 23 A. By -- ultimately it's by them satisfying the design
 24 criteria.
 25 Q. How would you know that?

20

1 A. By it being accepted.
 2 Q. By whom?
 3 A. By the compliance with the regulation, which would --
 4 ultimately goes to Building Control via the architects .
 5 Q. Now, you also say monitoring suppliers; does that tell
 6 us that Rydon, and indeed the contracts manager
 7 reporting to you, when monitoring a supplier, would know
 8 what materials were being provided and subsequently
 9 stored and used on site?
 10 A. Yeah. That's more of a reference to when we purchase
 11 the materials ourselves, which on occasion we do.
 12 Q. If you look one paragraph down at 2.2.7:
 13 "Monitoring project progress in order to report to
 14 the client and Refurbishment Director."
 15 Is it fair to say that the purpose of reporting to
 16 the client was so that the client could be aware of how
 17 the project was progressing and satisfied that all of
 18 the obligations it had imposed on Rydon were being met?
 19 A. That's fair enough, yeah.
 20 Q. And that also included Rydon being able to assure the
 21 client that its subcontractors in turn were performing
 22 in accordance with their own contracts to Rydon?
 23 A. Yes.
 24 Q. Yes.
 25 Is it fair to say in general terms that the purpose

21

1 of the contracts manager reporting these things to you
 2 as the refurbishment director was so that you could deal
 3 with any ways in which this process was not working?
 4 A. Yes.
 5 Q. Yes.
 6 We have seen already at 2.2.9 at the bottom of the
 7 page -- we have seen this before -- where you say the
 8 role of the contract manager included reporting to the
 9 refurbishment director in relation to things like
 10 performance management, you can see the words you have
 11 used there.
 12 When you use the words "performance management", do
 13 you mean the performance of Rydon and its subcontractors
 14 as a chain or group?
 15 A. Yes, that's more a reference to those that we employ,
 16 but any aspect of that.
 17 Q. Did Rydon keep any records of the assessment by the
 18 contracts manager or by you as refurbishment director of
 19 those assessments?
 20 A. That would be if there was an issue that ... it would be
 21 part of the monthly report. So if there's an abnormal
 22 about progress, that would be put to the board.
 23 Q. Sticking with this page, at 2.2.5 you identify a site
 24 project team and the wider staff. I just want to
 25 explore for a moment the reporting process, when you say

22

1 at 2.2.5:
 2 "A site project team typically consists of Site
 3 Managers, a Trainee Site Manager and a Resident Liaison
 4 Officer."
 5 Hold that, and also go to 2.5.5, please, which you
 6 will find on page 4 {RYD00094225/4}. You say:
 7 "... a team of Managers report to me as Director on
 8 all matters of progress including safety and whether the
 9 project is on time and to budget. My role is to have an
 10 overview ..."
 11 Just examining the team of managers for the moment,
 12 for this project -- is this right? -- Simon Lawrence was
 13 the contracts manager until October 2015; yes?
 14 A. Correct.
 15 Q. The project manager was Simon O'Connor until he left.
 16 A. In September, yeah.
 17 Q. In September. The commercial manager was Zak Maynard.
 18 A. Yes.
 19 Q. And the site manager was David Hughes, and variously
 20 Gary Martin and Danny Osgood.
 21 A. And Jason.
 22 Q. And Jason North.
 23 A. Yeah.
 24 Q. Yes, right.
 25 A. And Jack. And there was -- over a period of time, there

23

1 was more than that.
 2 Q. I see.
 3 Now, on site, who reported, for example, to
 4 David Hughes, when he became site manager?
 5 A. Everybody reported to Dave.
 6 Q. Right.
 7 A. He joined the team and very soon demonstrated some
 8 involvement in the project and leadership, and he
 9 assumed that role, which is what I wanted him to do.
 10 Q. I see.
 11 Who did the Rydon resident liaison officers report
 12 to?
 13 A. In my role as director, I was responsible for the
 14 resident liaison team. The idea is that they don't
 15 necessarily report to the managers of the project,
 16 because they should retain an independence and
 17 an impartial view to represent the feedback between site
 18 and the residents. But, having said that, they are
 19 obviously part of the site team.
 20 Q. I see.
 21 A. But that's giving a little view of them.
 22 Q. You have told us, I think, who they don't necessarily
 23 report to; who did they necessarily report to? Was it
 24 you?
 25 A. Me, yes.

24

1 Q. Was that direct?

2 A. Yes.

3 Q. Just looking at paragraph 2.5.5 again, you say there
4 that the team of managers would report to you on all
5 matters of progress including safety. So you highlight
6 safety there.

7 What do you mean by safety in that context?

8 A. In that context, it's the safe running of the site
9 during the construction process.

10 Q. Would that include compliance with statutory standards
11 of safety?

12 A. Statutory standards, yes, of course.

13 Q. Would that include Building Regulations?

14 A. That -- when you asked the first question, what was that
15 relating to, that comment is about running the site.

16 Q. I see. So not about safety of design and build?

17 A. No.

18 Q. I follow.

19 Now, you referred to a team of managers reporting to
20 you; how did you receive their reports? Was it in
21 writing, or did you get an oral report?

22 A. When I was, what, director or --

23 Q. When you were refurbishment director. In your capacity
24 as director, as you refer to there.

25 A. We would meet in the week before the board meeting's set

25

1 for everyone to present their formal reports to me, that
2 we said at the beginning. We would go through, agree,
3 edit if necessary, and then I would present those to the
4 board.

5 We would generally have a meeting on a Monday, so
6 the contracts managers would be in, commercial manager
7 would be in, resident liaison officer would be in, and
8 we would have an informal report from each of those to
9 me to let me know what's going on with what they're
10 responsible for.

11 Q. Now, in that last answer you referred to the
12 presentation of formal reports, and then Monday informal
13 reports. Is that --

14 A. There's a weekly meeting that we had, as a team meeting,
15 and then once a month, in the week before the board,
16 there would be formal reports submitted.

17 Q. I follow.

18 Just taking it in stages, the weekly meetings, were
19 they informal?

20 A. Informal.

21 Q. So there would be no report in writing to you?

22 A. No.

23 Q. The monthlies you say are formal. Are there reports?

24 A. Yes.

25 Q. They're given to you by whom?

26

1 A. The -- as I said previously, there would be a section
2 that would be filled in by the contracts manager --

3 Q. Yes.

4 A. -- and a section by the commercial team.

5 Q. I see. Would you pass those on to the maintenance board
6 or would they be for you to use when compiling your
7 report to the maintenance board?

8 A. They would form the -- my report to the board.

9 Q. Did you write an agenda or outline structure for those
10 reports coming to you, showing what you wanted to know
11 from them?

12 A. The reports are in a standard format, so --

13 Q. I see.

14 A. -- that's already set.

15 Q. I see.

16 How would you satisfy yourself that each of Rydon's
17 subcontractors from time to time was meeting its
18 obligations through this reporting process?

19 A. From feedback from the individual managers, that would
20 be how I would find out.

21 Q. Right. You didn't ever do any spot checks yourself?

22 A. I would visit site. I would, on a -- not on a -- any
23 sort of regular basis, but I would make sure that
24 I would get round to the sites to take a view how they
25 were presented.

27

1 Q. Did you ever ask those reporting to you to give you
2 assurances that the subcontractors were meeting their
3 obligations on time and to budget?

4 A. Generally we dealt with abnormalities. So if anyone wasn't
5 doing what they should do, then that's what I would
6 expect to be reported to me.

7 Q. Were complaints from residents ever raised in either the
8 formal or informal reporting meetings and sessions?

9 A. If there was -- again, if it was an abnormal and there
10 was a spate of complaints, for example, then I would
11 expect that to be raised to me, because there's got to
12 be a reason for it. So I would be interested --
13 you know, as you would imagine, I would be interested in
14 finding out what that would be.

15 Q. Now, you said a moment ago that you generally dealt with
16 abnormalities. What would you count as an abnormal?

17 A. If someone was in financial difficulty, they weren't
18 fulfilling their obligations against their contract,
19 that's an example.

20 Q. Right.

21 Can I ask you to look at {RYD00004258}, please.
22 This is an email from you, Mr Blake, to a lot of people
23 at Rydon, too many to count, and copied to a slightly
24 smaller cast, and its subject, "Refurbishment -
25 Structure changes and Promotions". The date is

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1 9 May 2014. So, just for the context, you had been told
2 you were the winners of the tender, but you hadn't yet
3 signed up to the design and build contract with the TMO,
4 that came in the October of that year.

5 You say there that the project gives opportunity for
6 individuals to progress their careers and the necessity
7 to recruit. Then you say, third paragraph down:

8 "In recognition of this:

9 "Zak Maynard has been promoted to Commercial Manager
10 and assumes responsibility for Estimating together with
11 Surveying.

12 "Simon Lawrence has been promoted to Contract
13 Manager and will lead the recently secured £9 Million
14 regeneration of Grenfell Tower.

15 "Simon O'Connor has been promoted to Project Manager
16 following the success of St Georges Estate and will
17 transfer to Grenfell Tower."

18 Is it right, looking at those three, that for
19 Grenfell, the contracts manager, the project manager and
20 the commercial manager were all operating their first
21 project in those new roles?

22 A. Yeah.

23 Q. Was it common at Rydon for these three essential
24 roles -- disagree with me if you think they're not
25 essential -- all to be occupied by newly promoted

29

1 employees on the same project?

2 A. It's not necessarily common, but that's recognition of
3 their abilities to do so. So it's a young, progressive
4 team. So, yeah, that was a point in time.

5 Q. Yes. Of course, would you accept that the flipside of
6 that is that you were putting into this project three
7 individuals who each had no prior experience of the role
8 and position to which you were promoting them?

9 A. Yeah, but they -- each of them were able to do that
10 role, so I had no worries about that at all.

11 Q. What systems did Rydon have in place to ensure that
12 these individuals were performing adequately in their
13 new roles?

14 A. I would take in the first place a relationship with me
15 and the quality of the exchanges that we have, and
16 secondly, we have a PDR system, which is a personal
17 development review, that you would meet and basically
18 agree a framework of progression and development for
19 that individual.

20 Q. Was there a mentoring system or system of oversight for
21 those newly promoted to roles, even in the early days,
22 weeks or months of a new role, to make sure that they
23 knew what to do?

24 A. I would see the mentoring side would largely fall at my
25 door. There wasn't, you know, a cross-company

30

1 mentoring. There has been, but I can't say that that
2 was the case for the three that you've identified there.

3 Q. Now, Simon O'Connor told the Inquiry on
4 {Day26/179:21-23} -- I'm not going to ask you to look at
5 it -- that when he was appointed project manager for the
6 Grenfell Tower refurbishment, nobody gave him a job
7 description. Is that correct?

8 A. Yes.

9 Q. He also said -- {Day26/142:17} -- that nobody gave him
10 any advice or guidance about what to do in his new role.
11 Was that correct?

12 A. Yeah, I mean, I'm not quite sure what Simon means there.
13 What I know with respect to the role that I wanted him
14 to fulfil on the contract was primarily as a site
15 management role. The title "project manager" could
16 include a certain level of responsibility of interaction
17 of the design process.

18 Q. Well, did you ever spell out to Simon O'Connor --

19 A. I didn't give him that.

20 Q. I'm so sorry?

21 A. I wasn't expecting him to do that. So his role is --
22 was primarily as the lead site manager.

23 What I'm trying to say, Mr Millett, is that the role
24 that he was fulfilling at Grenfell was no different to
25 the role that he fulfilled on his previous contract.

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1 Q. Except that you had promoted him to project manager.

2 A. Yes, I did, yeah.

3 Q. So are you saying that that was just a purely nominal
4 promotion?

5 A. Partially. At the time, there was a very fierce
6 competition for site managers within the whole building
7 arena, and people were being attracted by very
8 substantial job offers in a market of undersupply. So
9 part of my role is to keep valuable people working for
10 us.

11 Q. Did you pay Mr O'Connor more money as a result of his
12 promotion?

13 A. Yes, he would have been given an increase for that,
14 yeah.

15 Q. Did you tell Mr O'Connor that, even though he was being
16 promoted to project manager, his role on the
17 Grenfell Tower project was exactly the same as it had
18 been as site manager on his previous project?

19 A. I didn't have that conversation with him. I would
20 encourage him to grow into that role, so he would have
21 that opportunity.

22 Q. You would encourage him to grow into the role; did you
23 ever spell out to Mr O'Connor precisely where his job
24 began and ended, in respect of the new project manager
25 role he was to occupy on Grenfell?

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1 A. No.
 2 Q. Why is that?
 3 A. Because I didn't feel I needed to at that point in time.
 4 Q. Did you ever thereafter feel you needed to?
 5 A. No.
 6 Q. When you became contract manager and took that role over
 7 from Simon Lawrence in the October of 2015, who was your
 8 line manager?
 9 A. My line manager is the MD of maintenance, that's
 10 Jeff Henton.
 11 Q. Right. Did you report to him in the same way that
 12 Simon Lawrence had reported to you before he gave up his
 13 role as contracts manager and left?
 14 A. Yes, yeah.
 15 Q. You did?
 16 A. Yes.
 17 Q. Maybe we will explore that later on.
 18 Can I then just switch to a different topic, which
 19 is other projects.
 20 Now, can we look, please, first at {RYD00094244}.
 21 This is the tender document submitted by Rydon for the
 22 Grenfell Tower project dated February 2014.
 23 Can I start with page 36 {RYD00094244/36}, first of
 24 all, before we look at other projects, because I want to
 25 ask you a few questions about Mr O'Connor's CV.

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1 We can see here it's titled with his new role,
 2 "Project manager", can you see at the top right-hand
 3 corner of the page, underneath the black box?
 4 A. Yes.
 5 Q. It sets out his responsibilities.
 6 Now, in fact, as we've seen from your 9 May 2014
 7 email, he wasn't appointed to the role of project
 8 manager until early May 2014.
 9 Are you able to explain why this document says that
 10 he was a project manager for this project or proposed
 11 project as at 13 February 2014?
 12 A. No.
 13 Q. Did you compile this document?
 14 A. No.
 15 Q. Who did?
 16 A. That would be our business development team.
 17 Q. Were you responsible overall for the accuracy of this
 18 document?
 19 A. I would take responsibility for it, yes, I would.
 20 Q. Did you check it before it was submitted to the TMO?
 21 A. Not in line for line detail.
 22 Q. Right.
 23 You say it was put together by the business
 24 development team; who did the business development team
 25 consult, if anybody, when compiling this document?

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1 A. If they had questions, then they would either consult me
 2 or the team that were putting together the tender. It
 3 is quite a wide-ranging document.
 4 Q. Do you know who compiled the CVs, such as that for
 5 Simon O'Connor that we see on the page here?
 6 A. That would be one of the business development
 7 co-ordinators.
 8 Q. Right. Can you give us a name?
 9 A. No, I don't know who did that.
 10 Q. Right.
 11 Do you know from your own knowledge whether they
 12 checked the CVs with each of the corresponding
 13 individuals, in this case Simon O'Connor?
 14 A. Yeah, my -- I think they would do, yeah.
 15 Q. You think they would do; did you know?
 16 A. I can't categorically say yes, but my experience is that
 17 they would generally ask for confirmation that the
 18 details are correct.
 19 Q. Did you take any steps to ensure that that person in the
 20 business development team had done a proper job of
 21 making sure that these CVs were accurate?
 22 A. I didn't do anything myself. My experience is that
 23 generally they are --
 24 Q. Yes.
 25 A. -- very accurate, and they would check with either the

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1 person that they're writing about or a line manager as
 2 to the accuracy of it.
 3 Q. Now, we've already seen that Mr O'Connor was said to be
 4 project manager when he hadn't yet been appointed.
 5 Let's just look together a little bit more closely, if
 6 we can, please, at this CV.
 7 Can you see that it says in the first paragraph
 8 under "Role within the Team" that Mr O'Connor would be
 9 co-ordinating design? Do you see that, in the
 10 second-last sentence in the first paragraph under "Role
 11 within the Team":
 12 "He is responsible for all operations on site,
 13 including; delivery to programme and budget;
 14 co-ordinating design ..."
 15 Do you see that?
 16 A. Sorry, I'm ...
 17 Q. Right.
 18 On the page, you will see there are two columns, and
 19 there's a big black box.
 20 A. Yes, sorry, I'm with you.
 21 Q. Second entry down, "Role within the Team".
 22 A. Yes.
 23 Q. Yes? It says:
 24 "Simon is responsible for managing the smooth
 25 delivery of the project. He is responsible for all

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1 operations on site , including; delivery to programme and
 2 budget; co-ordinating design ..."
 3 You see the words "co-ordinating design"?
 4 A. Yeah.
 5 Q. Yes.
 6 Now, Mr O'Connor told us in his evidence -- and it's
 7 {Day26/20:9-10}, that's for our purposes -- that that
 8 was inaccurate and that he would not be qualified to do
 9 so and would not know where to start co-ordinating
 10 design.
 11 Is he correct about that?
 12 A. In terms of running the design development programme
 13 with a consultant, he is correct in saying that, and he
 14 was never asked to do that. This, for me, is more of
 15 a reference of co-ordinating the trades on site.
 16 Q. Trades on site is not the same as design, is it?
 17 A. No, it's not.
 18 Q. No.
 19 Now, he also told us that where it says,
 20 "Qualifications : HNC Building Studies", he hadn't
 21 completed the HNC.
 22 Now, he would know about that, so can we take it
 23 that he would be right about that?
 24 A. Yes.
 25 Q. Then it goes on to say, under "Benefits to the Project",

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1 fourth line down:
 2 "He confidently leads the on-site team in terms of
 3 design, technical requirements, health and safety,
 4 subcontractor management and customer care."
 5 Now, where it says that he confidently leads the
 6 on site team in terms of design, Mr O'Connor also told
 7 us -- {Day26/21:19} -- that that was not accurate. Is
 8 he correct about that?
 9 A. Yeah, that wasn't what he did at Grenfell.
 10 Q. It also goes on to say in the next paragraph:
 11 "He is able to positively contribute technical
 12 expertise and facilitate informed choice for clients and
 13 residents during value engineering and decision making
 14 processes."
 15 He told us also -- {Day26/22:1-4} -- that he didn't
 16 think that he had ever been part of a value engineering
 17 process. Is he right about that?
 18 A. Possibly. Simon is an experienced site manager.
 19 Q. Right.
 20 A. So, yeah.
 21 Q. Okay.
 22 Then it goes on to say that he would be -- and this
 23 is the last sentence of that same paragraph:
 24 "This applies to projects at both pre-tender and
 25 pre-start stages."

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1 And he said -- {Day26/22:11} -- that he was very
 2 rarely involved pre-tender. Is he correct about that?
 3 A. Yes.
 4 Q. Can you explain, Mr Blake, how these inaccuracies came
 5 to be in Mr O'Connor's CV in the tender documentation
 6 for this project?
 7 A. You're talking specifically about Grenfell. You know,
 8 if he says, you know, very rarely, that would suggest to
 9 me that he has been, so on occasion both pre-tender and
 10 pre-start. So we did a job, which location I can't
 11 remember, but where Simon was involved in the pre-tender
 12 and pre-start stages, but not at Grenfell.
 13 Q. Forgive me, Mr Blake, it may be my fault, but I have now
 14 taken you through six inaccuracies in the way in which
 15 Mr O'Connor's qualifications and experience were
 16 portrayed in this document. Can you explain how all of
 17 these inaccuracies, or any of them indeed, came to be in
 18 Mr O'Connor's CV in this tender document?
 19 A. Specifically, no.
 20 Q. Do you accept that you were responsible for these
 21 misstatements about Mr O'Connor's experience and
 22 qualifications?
 23 A. The tender went out in my name, so yes, I am.
 24 Q. Do you accept that you intended the TMO to rely on them
 25 so that they would pick Rydon as the winner of the

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1 tender?
 2 A. That's part of their process.
 3 Q. Why didn't you appoint a project manager to this project
 4 who was qualified in the many things that you represent
 5 Simon O'Connor could do, but which he told us he
 6 couldn't do or had no experience of?
 7 A. Because the requisite competencies that he wasn't asked
 8 to do were covered by Simon Lawrence in his role as
 9 contracts manager.
 10 Q. Well, if that is true, Mr Blake, that makes
 11 Mr O'Connor's CV a thoroughly misleading document
 12 indeed; would you accept that?
 13 A. In the way you have described it, then I'm not going to
 14 say anything, but yeah, I agree with that.
 15 Q. Let's look at page 32 {RYD00094244/32}, where we find
 16 a version of your CV.
 17 Now, did you write this or was this again put
 18 together by the business development team?
 19 A. It would be put together by the business development
 20 team. We tender for a lot of contracts, so they --
 21 a slightly fluid document, inasmuch as they would need
 22 to be regularly updated, and it needs to give examples
 23 of relevant experience.
 24 Q. Did you read and approve this CV before it went out in
 25 the tender pack?

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1 A. I would imagine that I was shown it to approve it, yeah.
 2 Q. Halfway down the right-hand column, under
 3 "Qualifications", it records that you were a member of
 4 the Chartered Institute of Building, the MCIQB --
 5 A. Yeah.
 6 Q. -- as well as having obtained an HNC in building
 7 studies. Is that right?
 8 A. That's correct.
 9 Q. That is correct.
 10 What CPD, continuing personal development, or other
 11 training did you do since those qualifications to keep
 12 you abreast or up-to-date with issues and continue to
 13 maintain the skills required to perform the job set out
 14 here?
 15 A. In terms of CPD, I haven't done any.
 16 Q. Now, looking at the top left under "Profile", it says
 17 that you have been involved with or at Rydon since 1985.
 18 A. Yeah.
 19 Q. And involved in a number of different projects with
 20 Rydon prior to Grenfell Tower.
 21 I just want to ask you some questions about two of
 22 those.
 23 First, Chalcots Estate. It's right, isn't it, that
 24 Rydon and Harley had worked together at projects on the
 25 Chalcots Estate in around 2006 to 2009?

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1 A. That's correct.
 2 Q. Yes. And you worked as contracts manager on the
 3 Chalcots Estate project, I think?
 4 A. I did.
 5 Q. What did your role on that project entail as contracts
 6 manager?
 7 A. As described in my personal statement.
 8 Q. The refurbishment of high-rise blocks -- we're looking
 9 at the middle of the paragraph, I think you want us to
 10 look at. The middle paragraph, you say:
 11 "The works comprised of a full internal and external
 12 upgrade to the blocks, including new kitchens and
 13 bathrooms, central heating systems, roof work and
 14 recladding."
 15 A. Yes.
 16 Q. That isn't quite an answer to my question. My question
 17 is: what did your role as contracts manager entail on
 18 that project?
 19 A. Sorry, I was referring to my personal statement where
 20 I described the role of contracts management.
 21 Q. Oh, I see. When you say "personal statement", you mean
 22 your witness statement, not the CV?
 23 A. Oh, yeah, sorry, my witness statement.
 24 Q. Let me ask a different way, or a different question.
 25 There was cladding work, as we can see from the CV.

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1 That was carried out by Harley, wasn't it?
 2 A. Yes.
 3 Q. As a subcontractor to Rydon; yes?
 4 A. Yes.
 5 Q. Was that a design and build contract?
 6 A. It wasn't design and build, but it was -- they were
 7 responsible for design.
 8 Q. I see.
 9 The panels on that building were ACM, aluminium
 10 composite material panels, manufactured by Arconic, or
 11 Alcoa, as I think they were.
 12 A. That's correct.
 13 Q. What role did you have as contracts manager on that
 14 project in the selection of materials, specifically the
 15 ACM panels, can you remember?
 16 A. I had no part in the selection of those panels.
 17 Q. I see.
 18 Was a fire safety engineer used on that project, do
 19 you know?
 20 A. If it was, it would have been the employ of the
 21 architects.
 22 Q. Do you know?
 23 A. I don't know.
 24 Q. You don't know.
 25 You also talk about the Ferrier Point Canning Town

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1 project and, looking at your CV, that's the paragraph
 2 above, the second paragraph down under "Relevant Project
 3 Experience", and on that project you were, I think, in
 4 your current role, namely refurbishment director, or
 5 rather the role you had as at the date of the
 6 Grenfell Tower project.
 7 A. Yes.
 8 Q. In that role, were you responsible for overseeing the
 9 installation by Harley of ACM rainscreen cladding?
 10 A. I had a contracts manager reporting to me.
 11 Q. Right.
 12 A. So as we described earlier.
 13 Q. I see.
 14 My question was actually directed at installation,
 15 but it could be a wider question: were you responsible
 16 for overseeing the selection as well as the installation
 17 of ACM cladding on --
 18 A. No.
 19 Q. -- that project? No.
 20 Do you remember how Harley came to be involved in
 21 that project?
 22 A. In Ferrier Point?
 23 Q. Yes.
 24 A. They were given the opportunity to be -- to quote for
 25 the job.

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1 Q. Right.
2 Now, CEP were also involved in that project, weren't
3 they?
4 A. Yes, they were.
5 Q. How did they come to be involved?
6 A. They were Harley's preferred supply chain partner for
7 the -- to be the fabricator of the cladding panels.
8 Q. Right. Were there fabricated cladding panels at
9 Ferrier Point?
10 A. I think so, yeah, there would have been parts to cut and
11 bend.
12 Q. I see.
13 We can see that in this tender pack, which was
14 obviously for a project with overcladding of a high-rise
15 building, you're making prominent here your experience,
16 as relevant, at Ferrier Point and Chalcots.
17 Is it fair to say, Mr Blake, that your role at
18 Ferrier Point and Chalcots demonstrates that you
19 yourself had considerable personal experience of
20 overcladding projects before Grenfell Tower?
21 A. Yes.
22 Q. And in senior roles, at that?
23 A. Yes.
24 Q. Yes.
25 You have mentioned two; were there any other

45

1 overcladding projects that you had been involved in
2 prior to Grenfell Tower, in addition to Ferrier Point
3 and Chalcots?
4 A. No, there's not, no. There is a reference to Ashmole
5 there, but that was ... that was cladding, insulation
6 and render.
7 Q. Yes.
8 Just looking at the right-hand column, "Role within
9 the Team" -- can you see that, just under the black box?
10 A. Yes.
11 Q. It says:
12 "Steve is responsible for H&S, strategic partnering
13 relationships with clients, supply-chain management,
14 training, recruitment, managing the refurbishment
15 element of the Group business."
16 Do you agree with that summary?
17 A. Yes.
18 Q. So you were responsible for health and safety?
19 A. That is -- yeah, that's a responsibility for me, yeah.
20 Q. Yes.
21 What did "supply chain management" mean?
22 A. Well, "strategic partnering relationships with clients"
23 is what it says, and then on the opposite side we will
24 have informal supply chain management relationships with
25 key subcontractors.

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1 Q. Yes.
2 Then it goes on to say, in the last paragraph there,
3 or part of the last paragraph:
4 "... to achieve a best value, high quality service
5 delivery."
6 Do you see that?
7 A. Yes.
8 Q. Is it fair to say that achieving a best value delivery
9 was Rydon's priority?
10 A. It's not necessarily a priority, it's part of our
11 obligations under contract.
12 Q. Yes, I see. I was just trying to get a feel for best
13 value as opposed to high quality, and which was your
14 priority there.
15 A. They're the same thing for me.
16 MR MILLETT: Right.
17 I just want to ask you some questions --
18 Mr Chairman, this will take no more than five minutes,
19 so it may be --
20 SIR MARTIN MOORE-BICK: I suggest you carry on.
21 MR MILLETT: I will do, thank you.
22 I just want to ask you some questions about your
23 awareness at the time of different kinds of cladding and
24 other cladding fires.
25 At the time of the Grenfell Tower project -- and

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1 I say that; obviously it spanned four years, but at the
2 time of Rydon's involvement -- were you aware of the
3 different kinds of cladding panels available in the
4 United Kingdom?
5 A. In, sorry, what respect?
6 Q. Well, let me break it down for you.
7 Were you aware at the time that, first, cladding
8 panels were made with a variety of different materials,
9 including metals and metal composite elements?
10 A. Yes, I was, yeah.
11 Q. You were.
12 Were you aware that panels made from aluminium
13 composite material, or ACM, as we call it, frequently
14 contained a core made from polyethylene or PE?
15 A. Yes, I was.
16 Q. And were you aware that PE was combustible?
17 A. Not -- no. But obviously plastic is combustible, so ...
18 but I didn't think of it like that.
19 Q. You didn't think of it like that, all right.
20 Now, were you aware that ACM panels were also
21 available with a fire retardant core, which was less
22 combustible than a standard polyethylene core?
23 A. Yeah, I was not aware of that.
24 Q. Not aware.
25 To your knowledge at the time, was there any

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1 awareness within Rydon generally about the
 2 combustibility of polyethylene as part of an ACM panel
 3 or the availability of different kinds of panels with
 4 fire resistant cores?
 5 A. There was no knowledge of that.
 6 Q. No knowledge at all.
 7 Were you aware in general terms of the potential
 8 fire risks that aluminium rainscreen claddings with a PE
 9 core posed?
 10 A. No.
 11 Q. Were you aware of major fires which had occurred in
 12 residential buildings, whether in the UK or overseas,
 13 involving cladding, for example the fire at
 14 Knowsley Heights in 1991?
 15 A. Not that one.
 16 Q. Garnock Court, Irvine, 1999?
 17 A. No.
 18 Q. What about Lakanal House in Southwark in 2009?
 19 A. I had been made aware of that one, yeah.
 20 Q. You had been made aware? So you were aware at the time?
 21 A. It came up, that dialogue, when we were at Grenfell.
 22 Q. Yes. Okay, well, we may come back to that in due
 23 course.
 24 Were you aware of a spate of fires in high-rise
 25 buildings in the UAE in 2012 to 2013?

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1 A. No.
 2 MR MILLETT: Mr Chairman, I'm now going to turn to
 3 a different topic, which is quite a long topic, and
 4 I may finish before the break, but I doubt I will.
 5 SIR MARTIN MOORE-BICK: Would it be more sensible to stop
 6 now?
 7 MR MILLETT: Yes, we could stop now.
 8 SIR MARTIN MOORE-BICK: Right.
 9 We're going to have a break now, then, Mr Blake.
 10 I have to ask you, please, not to talk to anyone about
 11 your evidence or anything to do with the refurbishment
 12 while you're out of the room, and that will apply when
 13 we have later breaks in the proceedings. All right?
 14 So we will stop now and we will resume at -- 11.30,
 15 can we say that, Mr Millett?
 16 MR MILLETT: I would rather say 11.25, if it's not
 17 inconvenient to you or the witness.
 18 SIR MARTIN MOORE-BICK: We will say 11.25 and we will take
 19 it on from there.
 20 Thank you very much. Would you like to go with the
 21 usher, please.
 22 (Pause)
 23 Right, 11.25, thank you.
 24 (11.11 am)
 25 (A short break)

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1 (11.25 am)
 2 SIR MARTIN MOORE-BICK: All right, Mr Blake, are you ready
 3 to carry on?
 4 THE WITNESS: I am, thank you.
 5 SIR MARTIN MOORE-BICK: Thank you very much.
 6 Yes, Mr Millett.
 7 MR MILLETT: Mr Blake, I would like just to look at the
 8 contract with you, if I may. Can I ask you to be shown
 9 {TMO10041791}. This is, as you can see from this page,
 10 the amended JCT design and build contract by which Rydon
 11 was appointed by the TMO as the main contractor on the
 12 Grenfell Tower project. It's dated 30 October 2014.
 13 Just looking at its first page there, Mr Blake, are
 14 you familiar with this document?
 15 A. I am.
 16 Q. You are.
 17 Can I ask you, please, to go to page 14
 18 {TMO10041791/14}.
 19 Now, we can see there a signature as a witness at
 20 the bottom of the screen there.
 21 Who executed this as a deed by RML, Rydon
 22 Maintenance Limited?
 23 A. Are you asking me who the signature in blue is?
 24 Q. Yes.
 25 A. That's Jeff Henton.

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1 Q. Right.
 2 Now, you have told us that part of your role as
 3 a refurbishment director was to liaise with your team of
 4 managers to ensure that the client's requirements were
 5 being met and report on that to Rydon's management
 6 board.
 7 Is it fair for us to assume that, in order to do
 8 that, you were familiar with the terms of this contract?
 9 A. Yes.
 10 Q. Did you ever study this contract in detail?
 11 A. This part of the contract?
 12 Q. No, all of it.
 13 A. Not in minute detail, no.
 14 Q. Is it fair to assume that you expected all Rydon's
 15 employees who were working on the Grenfell Tower project
 16 to be familiar, at least in outline, with the contents
 17 of this document?
 18 A. Yes.
 19 Q. And to abide by the obligations contained in it?
 20 A. Yes.
 21 Q. Yes.
 22 Now, you told us this morning -- at {Day28/47:10} --
 23 that part of, as you understood it, Rydon's obligation
 24 under its contract with its client was to achieve
 25 a best-value, high-quality service delivery.

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1 Was that your understanding about what this contract
 2 reflected, in general terms?
 3 A. This and any contract.
 4 Q. Right.
 5 Just to be clear, you're clear in your evidence
 6 that, at the time, you understood that Rydon was
 7 contractually obliged to achieve a best-value,
 8 high-quality service delivery?
 9 A. Yes.
 10 Q. Yes. I mean, subject, of course, to the matters
 11 contained in detail in the small print, if I can put it
 12 that way; yes?
 13 A. Yes.
 14 Q. Yes.
 15 Can I ask you to look at page 15 {TMO10041791/15},
 16 please, appendix 1, which is a set of amendments and
 17 insertions, as you can see there.
 18 It's right, isn't it -- I think we can see this --
 19 that these were specifically negotiated with the TMO for
 20 this project?
 21 A. Okay.
 22 Q. Well, do you remember that?
 23 A. Erm ...
 24 Q. We can look on a bit, if you like, we can flip the
 25 pages.

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1 A. I don't necessarily remember it, but I understand what
 2 it is.
 3 Q. Right. Let me ask it a slightly different way.
 4 Who at Rydon was responsible for considering and
 5 negotiating and agreeing the amendments and insertions
 6 to this contract that we can see, although we don't see
 7 it on that page?
 8 A. We would have our in-house legal team advise with
 9 respect to what we sign up to.
 10 Q. And who at Rydon would give instructions to the in-house
 11 legal team as to what they wanted and didn't want in the
 12 formal contractual document which Rydon eventually
 13 signed?
 14 A. The legal team would give us advice as to what is
 15 appropriate or not.
 16 Q. Indeed. And who is the "us" in that answer?
 17 A. That would be the production team, so call it me.
 18 Q. Right. I see.
 19 So can we be clear about this: you, Mr Blake, would
 20 be the point of contact for the legal team, so that if
 21 you had a question, you would be the one to ask the
 22 legal team, and if they had a question, you would be the
 23 one that they would ask?
 24 A. Yes.
 25 Q. Yes.

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1 Is it fair to assume that you, in your role,
 2 understood that, as design and build contractor, Rydon
 3 retained the ultimate responsibility for the design of
 4 the Grenfell Tower refurbishment and works?
 5 A. Yes.
 6 Q. And did you understand that Rydon was responsible for
 7 carrying out and completing the works in a proper and
 8 workmanlike manner?
 9 A. Yes.
 10 Q. In accordance with statutory requirements?
 11 A. Yes.
 12 Q. And in accordance with good building practice?
 13 A. Yes.
 14 Q. Can I ask you to look at page 19 {TMO10041791/19} in
 15 this document and look at clause 2.1.5.1, halfway down
 16 the page. You can see a long clause there which is part
 17 of what Rydon is promising to the TMO. Can you see that
 18 there is a new clause 2.1.5, where it says under
 19 2.1.5.1:
 20 "The Contractor warrants that it has not used and
 21 shall not use and has exercised and shall continue to
 22 exercise the standard of skill and care required by
 23 clause 2.17.2.1 [which we'll come to] to ensure that it
 24 has not and shall not specify authorise cause or allow
 25 to be used in the Works any products or materials

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1 which ..."
 2 Then if you look immediately below that, under
 3 2.1.5.5.1:
 4 "Do not conform with British or European Standards
 5 (where appropriate) or Codes of Practice (or where no
 6 such standard exists do not conform with a British Board
 7 of Agrément Certificate) ..."
 8 Then underneath that, under 2.1.5.2:
 9 "The Contractor will immediately notify the Employer
 10 if it becomes aware of any proposed or actual
 11 specification and/or use in the Works of any products
 12 and/or materials which do not comply with
 13 clause 2.1.5.1."
 14 Now, when you witnessed this contract -- I know you
 15 didn't execute it, but when you witnessed it -- did you
 16 look at that provision, do you think?
 17 A. I would doubt it, but that's not anything that I haven't
 18 seen before.
 19 Q. Right. So your understanding was that you expected this
 20 provision to be in there?
 21 A. It seems, yeah, perfectly reasonable and ... yeah.
 22 Q. Normal?
 23 A. Yes.
 24 Q. A normal provision?
 25 A. Yeah.

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1 Q. Right.
 2 Can I ask you to look at page 22 {TMO10041791/22}
 3 and clause 2.17.1. You can see that it says under that:
 4 "The Contractor shall (to the extent set out in
 5 clause 2.17.2.1 below) be fully responsible in all
 6 respects for the design of the Works including ..."
 7 Then you can see some inclusions, and at 2.17.1.1,
 8 first of all, design in the employer's requirements --
 9 I'm summarising it, but you can see that.
 10 Then at 2.17.1.2:
 11 "... not limited to the co-ordination and
 12 integration of all design and the interface between
 13 design elements for the Works whether carried out by the
 14 Contractor or by any other party engaged on the Works
 15 and the Contractor shall adopt and take responsibility
 16 for any design work in relation to the Works which may
 17 be carried out or which may have been carried out by
 18 professional consultants or specialist Sub-Contractors
 19 or by any other person at the request of the Employer."
 20 Then just look at it with me, 2.17.1.3:
 21 "All aspects of design development, selection of
 22 goods and materials and the satisfaction of performance
 23 specifications included or referred to in the Employer's
 24 Requirements, the Contractor's Proposals, this Contract
 25 or any Change."

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1 Now, I've shown you that in full.
 2 My question is: again, did you know that those
 3 obligations were in the contract when you witnessed it?
 4 A. I would understand that to be --
 5 Q. Yes.
 6 A. -- our obligations, yes.
 7 Q. So did you therefore understand that whether or not
 8 Rydon chose to subcontract those responsibilities to
 9 other parties was entirely up to Rydon, and it made no
 10 difference to the fact that they were ultimately Rydon's
 11 responsibilities to its client, the TMO?
 12 A. Yes, I did. I think Grenfell was slightly unusual
 13 because we had two significant novations, but apart from
 14 that, I would understand that to be so.
 15 Q. And the significant novations were who?
 16 A. The architect and the structural engineer.
 17 Q. Yes.
 18 Can I ask you to look at page 16 {TMO10041791/16},
 19 please, at the bottom of the page there, just going back
 20 a bit in the document. Under "Practical Completion",
 21 there is a definition there. It says:
 22 "Practical Completion: takes place when the Works
 23 [as are defined] are complete for all practical purposes
 24 pursuant to clause 2.27 and, in particular:
 25 • The relevant Statutory Requirements have been

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1 complied with and any necessary consents or approvals
 2 obtained."
 3 First of all, did you know that that provision or
 4 definition was in there?
 5 A. That's what I understood it to mean, yeah.
 6 Q. Would compliance with the relevant statutory
 7 requirements to your understanding include the
 8 Building Regulations?
 9 A. Yes.
 10 Q. Yes.
 11 Now, I want to turn to a slightly different topic,
 12 which is Rydon's role and expertise.
 13 In his written evidence, Mr Lawrence has told
 14 the Inquiry that Rydon's approach to a project like
 15 Grenfell -- and I can show you the provision if you
 16 want, but I'll just tell you what he says -- was to
 17 appoint a specialist third-party designer to undertake
 18 the design works and work package subcontractors, to
 19 undertake the building aspects of a project, and then he
 20 says this: Rydon's role was to then manage and
 21 co-ordinate the work of those third parties.
 22 Is that a fair description of Rydon's approach to
 23 the project?
 24 A. I think --
 25 Q. Or to a project like Grenfell.

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1 A. -- it's a fair description of the role of principal
 2 contractor in the industry.
 3 Q. Right.
 4 Let's look at your statement, {RYD00094225/10},
 5 please. If we can just look at the bottom of the page,
 6 at paragraphs 6.1 and 6.2, where you describe the role
 7 of principal contractor there. You say:
 8 "As Principal Contractor Rydon's role was to manage
 9 the project and coordinate the various contractors to
 10 ensure, so far as possible, that the refurbishment was
 11 completed safely, on time, and to budget. This is
 12 achieved by appointing and coordinating contractors to
 13 implement the design work undertaken by them or by
 14 others. As Principal Contractor Rydon's role is not to
 15 undertake any design work or to carry out the
 16 construction work itself."
 17 Then at 6.2 you say:
 18 "The designs were undertaken by Studio E and
 19 Curtins, and those other contractors who had design
 20 responsibilities, including JS Wright and Harley."
 21 Now, just putting that to you, I just want to set
 22 that besides what the Rydon company witness statement
 23 says, if we can just look at that as well. It's
 24 {RYD00094236/153}, and I would like to look at
 25 paragraph 390. It says there:

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1 "As set out above, RML would rely on Harley and,
 2 following the novation of its appointment to RML,
 3 Studio E to advise on the appropriate design for the
 4 façade including for cavity barriers."
 5 I've shown you both of those, one from your
 6 statement and one quotation from the Rydon company
 7 statement.
 8 What was your understanding of the complexity of the
 9 task that's described there, namely the design of the
 10 façade, including for cavity barriers?
 11 A. I'm sorry, I don't understand that question.
 12 Q. Let me put it a different way.
 13 The co-ordination of design and the input into
 14 design on this project was a complex one; do you accept
 15 that?
 16 A. Same as numerous contracts.
 17 Q. Right.
 18 Is it fair to say that Rydon didn't have a team
 19 in-house which was expert in matters of the appropriate
 20 design for the façade?
 21 A. They didn't have the design competence, no, and
 22 that's --
 23 Q. And didn't have the design competence on advising or
 24 co-ordinating the design of, for example, the
 25 installation or design of cavity barriers?

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1 A. Not specifying it, no.
 2 Q. Or designing where they go or what they should be?
 3 A. No.
 4 Q. Indeed, Mr Lawrence says in his written evidence -- just
 5 for your purposes and our purposes, it's paragraph 40 in
 6 his statement on page 8 {RYD00094220/8} -- that Rydon
 7 didn't have any in-house design expertise and did not
 8 directly employ construction operatives; is that right?
 9 A. That's correct.
 10 Q. Yes. So Rydon had no design team of its own in-house at
 11 all; I think that's what you're telling us.
 12 A. No, and I go back to the first point: a principal
 13 contractor, that is how the majority would operate
 14 within the industry.
 15 Q. Yes. Well, you say that. Let's just see if I can get
 16 your evidence.
 17 At the time, just to perhaps labour the point
 18 a little bit, just agree or disagree, is it right that
 19 Rydon in general had no in-house expertise in the design
 20 or construction of rainscreen cladding façades?
 21 A. In terms of the design, we weren't the designers. We
 22 had plenty of experience of the construction of -- on
 23 the previous contracts that we've worked on.
 24 Q. You say you had experience of construction, but the
 25 construction itself would be done by construction

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1 subcontractors, would it not?
 2 A. As -- with us as principal contractor, yes.
 3 Q. Indeed.
 4 Rydon also, I think, had no in-house expertise in
 5 the selection or specification of materials to be used
 6 in the construction of rainscreen façades.
 7 A. No, we didn't.
 8 Q. And no expertise in-house in the fire safety of such
 9 façades.
 10 A. No.
 11 Q. And no in-house expertise in whether or not such façades
 12 did or didn't comply with the Building Regulations.
 13 A. No, we didn't.
 14 Q. And it would follow from that, although we'll come to it
 15 in a moment, therefore no in-house expertise on whether
 16 or not a rainscreen façade complied with Approved
 17 Document B, forming part of the Building Regulations?
 18 A. That would be correct.
 19 Q. Yes.
 20 Do you accept that Rydon required accurate advice
 21 and input to be given by its subcontractors on all the
 22 issues we've just discussed together, and to be
 23 proactive about that, because Rydon's lack of expertise
 24 on those matters meant that it couldn't spot potential
 25 non-compliances?

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1 A. Yeah, I mean, that's why we employed the people to
 2 advise us.
 3 Q. What procedures did Rydon have in place to ensure that
 4 each of the subcontractors appointed in areas where
 5 Rydon had no in-house expertise were suitably qualified
 6 to fill the gaps in Rydon's expertise?
 7 A. Well, if you take the example of Grenfell and cladding
 8 and Harleys, that would be -- obviously we've got the
 9 in-house governance procedure of the firm as
 10 a constitution, and we've got knowledge and experience
 11 of the work they've carried out in the past.
 12 Q. Did those systems you have just described contain any
 13 feature or process for making sure that the particular
 14 people within the subcontractor, for example Harley in
 15 this case, were qualified to make assessments as to
 16 whether design and selection of material did comply with
 17 statutory requirements, including Building Regulations?
 18 A. I didn't check that, I didn't, but I know that the CVs
 19 of the individuals from Harleys were part of the tender
 20 submission, so I had no reason to think that they were
 21 inappropriate to do that.
 22 Q. My question was a slightly different one, which was
 23 whether Rydon's systems you have described contained any
 24 process for making sure that the particular people at,
 25 for example, Harley could tell whether a piece of

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1 material or a design was compliant with statutory
 2 requirements? It's really about Rydon's process.
 3 A. No. I can't say that.
 4 Q. Did Rydon take any steps as a company or group to ensure
 5 that its own employees on this project understood the
 6 regulatory requirements with which Rydon was obliged
 7 under the contract that we've seen to ensure compliance?
 8 A. In terms of specifics to Grenfell, no, but there was
 9 a suite of training modules that would be put to the
 10 management within the business. So, yeah.
 11 Q. A suite of training modules that would be put to the
 12 management within the business. Let me just explore
 13 that.
 14 A. Okay.
 15 Q. This is at the time of the Grenfell Tower project, so
 16 from 2013 to 2016; to whom in the business would those
 17 training modules be delivered?
 18 A. Across the group, so would you like some examples?
 19 Q. Let me just pursue it my way.
 20 Did any of those modules include how to go about
 21 supervising an architect?
 22 A. No.
 23 Q. Did any of those modules train anybody on how to go
 24 about supervising a specialist subcontractor?
 25 A. Not -- not -- no.

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1 Q. Did any of those modules give anybody any training on
 2 how to co-ordinate the design process?
 3 A. Not specific to that, no.
 4 Q. Did any of those training modules include anything at
 5 all about fire safety in the context of high-rise
 6 residential buildings?
 7 A. No.
 8 Q. Did any of those training modules include anything at
 9 all about the combustibility of any material in any
 10 project?
 11 A. No.
 12 Q. Did any of those training modules include anything about
 13 fire safety in relation to high-rise buildings in
 14 particular?
 15 A. No.
 16 Q. Did any of those training modules include any education
 17 at all about the history of high-rise fires in the UK or
 18 overseas?
 19 A. No.
 20 Q. Right.
 21 Now, you say in your statement that Rydon's role was
 22 not to undertake any design work or to carry out the
 23 construction work itself. So, in general, does that
 24 tell us that the service that Rydon was going to provide
 25 to its client was really a pure management service?

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1 A. As you've said, yes.
 2 Q. Yes.
 3 We've seen from the contract that Rydon -- and
 4 I think you have accepted -- was entirely responsible to
 5 the TMO for carrying out and completing the design and
 6 the construction in accordance with the contractual
 7 obligations we've seen, not simply managing it and
 8 co-ordinating it. Do you accept that?
 9 A. I have done, yes.
 10 Q. And that Rydon had taken responsibility itself, on its
 11 own shoulders, to its client for the design work carried
 12 out by consultants or subcontractors?
 13 A. In terms of the contractual chain, that's where we are.
 14 Q. Yes.
 15 A. But we would manage that by flowing those
 16 responsibilities to those who are able to provide that
 17 advice.
 18 Q. Yes. But was your understanding nonetheless that Rydon
 19 remained obliged to ensure that the contract complied
 20 with the Building Regulations --
 21 A. Yes.
 22 Q. -- whether or not it subcontracted --
 23 A. I am, yes.
 24 Q. And that products and materials selected on the project
 25 replied with the relevant British and European

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1 standards? Yes.
 2 In simple terms, Mr Blake, was it your understanding
 3 that you could comply with your contractual obligations
 4 simply by offloading them on to other people?
 5 A. I think "offloading" is not correct against -- we placed
 6 that responsibility and employed people to provide that
 7 advice. We're not -- "offloading" suggests that we're
 8 taking -- not -- you know, relieving ourselves of
 9 responsibility. That's not how we do it.
 10 Q. No.
 11 So your understanding, just to be clear, was that
 12 you couldn't comply with your contractual obligations
 13 merely by appointing other people to do the things that
 14 you promised the TMO that you would do?
 15 A. I'm sorry, I didn't hear the first part of the sentence.
 16 Q. So is it right that your understanding at the time was
 17 that you couldn't comply with your obligations, or you
 18 weren't complying with your contractual obligations,
 19 simply because you had appointed subcontractors to do
 20 the things that you had promised the TMO you would do?
 21 A. That's how we fulfilled that obligation, by employing
 22 people to carry out those items on behalf of the
 23 contract.
 24 Q. Yes, but was it your understanding that you still
 25 retained contractual responsibilities?

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1 A. Yes.
 2 Q. Yes.
 3 A. Yes.
 4 Q. Now, Mr Lawrence told us that he didn't recall there
 5 being a design responsibility matrix for this project,
 6 or a design responsibility document. That was, for our
 7 purposes, {Day22/106:18}.
 8 Was he correct about that?
 9 A. I'm not entirely sure what a design responsibility
 10 matrix is. I know what it's saying. My recollect is
 11 that there was a very clear set-down of the design
 12 responsibility from the pre-start minutes and the
 13 meetings that had taken place to do that. I also saw
 14 that the relationship between the architect and Harleys
 15 was very clear between itself, so for me they were -- it
 16 was clearly identified.
 17 Q. Now, did you ever consider at the time what expertise
 18 Rydon needed to make sure that the requirements of the
 19 Building Regulations were met by its subcontractors?
 20 A. My understanding and expectation is that that is the
 21 role of the architects to fulfil.
 22 Q. I think you have agreed with me before that Rydon didn't
 23 instruct a specialist fire consultant for the
 24 Grenfell Tower project; that's right, is it?
 25 A. That's correct.

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1 Q. So is this right: you were looking to -- when you say
 2 the architects, you mean Studio E?
 3 A. Yes.
 4 Q. -- to advise you as to whether or not a design or
 5 product or material complied with the requirements of
 6 the Building Regulations?
 7 A. Yes, we --
 8 Q. Is that how you saw it?
 9 A. Yeah, and that would be part of the design exchange
 10 between Studio E and, if we're talking about cladding,
 11 Harleys.
 12 Q. Would it be fair to say, in light of that answer, that
 13 neither you nor anybody else at Rydon investigated or
 14 checked the compliance of any material or product used
 15 on the project?
 16 A. That's correct.
 17 Q. And indeed the design of any aspect of certainly the
 18 cladding on the project?
 19 A. Correct.
 20 Q. Does it follow from that that Rydon not only would not
 21 but actually could not itself know whether it was
 22 properly performing its own obligations to the TMO to
 23 select compliant materials?
 24 A. Well, we relied on others, so you would be correct in
 25 saying that, yes.

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1 Q. Yes. So they might select something, but you wouldn't
 2 have any means yourself of knowing whether it was right
 3 or wrong, or compliant or not compliant?
 4 A. Not from Rydon's point of view, no.
 5 Q. No. So does it come to this: you trusted your
 6 subcontractors to get it right without any means of
 7 knowing yourself whether they had or not?
 8 A. We employed them on the basis that that was their
 9 obligation, to provide that information and advice.
 10 Q. Forgive me for labouring the point, but let me just
 11 pursue this a little bit further.
 12 In his written evidence, Mr Lawrence says that his
 13 role on the project -- this is paragraph 45 of his
 14 statement {RYD00094220/9} -- included ensuring that the
 15 designs comply with client's requirements.
 16 My question is: how could any contract manager on
 17 this project ensure that a design met the client
 18 requirements if Rydon didn't have an in-house design
 19 team?
 20 A. I would say that's ... it's still ultimately our --
 21 Rydon's responsibility to do that, so that's what
 22 I imagine he's referring to.
 23 Q. Yes, it's still ultimately Rydon's responsibility, but
 24 I think what you're saying is that Rydon didn't actually
 25 have the equipment, the expertise, to discharge that

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1 responsibility itself?
 2 A. As a company, no, but as from an employ, yes.
 3 Q. When you say "as from an employ", you --
 4 A. Well, with the people that we had employed to provide
 5 that on behalf of the project.
 6 Q. Oh, I see, not employees, but subcontractors?
 7 A. Yes.
 8 Q. I see.
 9 Can I ask you to look at a document, which is the
 10 NBS specification, so it's a change of topic to some
 11 extent at least.
 12 Were you familiar in general terms, when you came
 13 into the project, Mr Blake, with the NBS specification?
 14 A. I was, yeah.
 15 Q. Do you remember whether you read it?
 16 A. Not cover to cover, no.
 17 Q. Now, you, as we've seen, signed Rydon's tender -- well,
 18 we haven't seen it, actually. Do you recall signing
 19 Rydon's tender on 13 February 2014?
 20 A. Oh, sorry, yes, I do, yes.
 21 Q. We can look at it if you like.
 22 A. Yeah, we saw it earlier.
 23 Q. We did.
 24 Do you recall that the tender was based on the
 25 employer's requirements, which included Studio E's

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1 NBS specification?
 2 A. Yes.
 3 Q. And although that specification went through a number of
 4 drafts, I think the most recent date on it was
 5 30 January 2014. Let's look at that. It's
 6 {SEA00000169}, please. Here is the first page, and
 7 there is the date I mentioned. Again, just for your
 8 purposes, this is the last draft that we can see of
 9 a version of this document that had been through some
 10 previous amendments in the November of 2013.
 11 Did you read this document when considering and
 12 compiling the tender?
 13 A. No.
 14 Q. Did you ever read this document?
 15 A. When I assumed the role of contracts management, yeah,
 16 there would be occasion for me to read it.
 17 Q. I see. So does that tell us that between bidding for
 18 this project in early 2014 and your assumption of the
 19 role of contracts manager on this project in
 20 October 2015, you didn't read the NBS specification?
 21 A. No, and I wouldn't expect to either, in my role.
 22 Q. Okay.
 23 When you did, after October 2015, when you assumed
 24 the role of contracts manager, did you read it all
 25 through then or only in part?

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1 A. I doubt it.
 2 Q. What occasioned you to look at it at that stage?
 3 A. I can't specifically recall what I would have looked at.
 4 Q. Let's see how we go.
 5 Can I ask you, please, to turn first to page 68
 6 {SEA00000169/68}, and I would like to look with you,
 7 please, at paragraph 220, "Specification". This is,
 8 I should just be clear, under the part of the
 9 NBS specification "H92 Rainscreen cladding".
 10 Just in general terms, Mr Blake, are you familiar
 11 with the layout and general format of this document?
 12 A. Yes.
 13 Q. Not particularly this one for this project, but in
 14 general, NBS specifications in general?
 15 A. Yes.
 16 Q. Are you familiar with the way they're compiled?
 17 A. Yes.
 18 Q. So at 220, "Specification", it says:
 19 "• Compliance standards: The Centre for Window and
 20 Cladding Technology (CWCT) 'Standard for systemised
 21 building envelopes'.
 22 "• Reference information: For the duration of the
 23 contract, keep available at the design office, workshop
 24 and on site copies of:
 25 "- The Centre for Window and Cladding Technology

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1 (CWCT) 'Standard for systemised building envelopes'.
 2 "- Publications invoked by the CWCT 'Standard for
 3 systemised building envelopes'.
 4 Did you read that paragraph at any time during your
 5 involvement on this project?
 6 A. No.
 7 Q. No?
 8 A. No.
 9 Q. Were you aware, as Mr Lawrence had told us, that despite
 10 the NBS saying what it says here, there was no copy of
 11 the CWCT standard for systemised building envelopes
 12 present either at the design office, the workshop or
 13 on site?
 14 A. There wasn't one on site, and had we had a need to refer
 15 to it, then I would probably, in the simplicity, have
 16 asked Harleys to provide us with either a copy or
 17 an extract.
 18 Q. Right.
 19 A. Or we could purchase one ourselves. But, yeah, there
 20 wasn't one on site.
 21 Q. Were you aware in general terms of the CWCT?
 22 A. Yes.
 23 Q. Were you familiar with the standard for systemised
 24 building envelopes?
 25 A. Not specifically, but I knew about the CWCT.

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1 Q. What was your understanding of what the CWCT did?
 2 A. That they were an industry body that stood behind, like
 3 I say -- well, systemised building envelopes.
 4 Q. Yes.
 5 A. So they were a federation, if you like.
 6 Q. Yes, I see.
 7 Were you aware that the CWCT had produced a standard
 8 called "Standard for systemised building envelopes"?
 9 A. No, not -- not at the time, no.
 10 Q. At the time, were you familiar with the standard?
 11 A. Not the standard, but I knew that this body existed.
 12 Q. Right.
 13 Let me just show it to you, and then if you haven't
 14 seen it before or hadn't at the time, then we can move
 15 on.
 16 {CWCT00000046}. This is the first page of it, and
 17 you can see that it has a number of parts, including
 18 part 6, "Fire Performance".
 19 Is this a document that you had seen at the time?
 20 A. No.
 21 Q. Is it a document you have seen since?
 22 A. No.
 23 Q. Right.
 24 Can I then ask you some questions about
 25 Building Regulations and associated guidance.

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1 As the most senior individual on this project, on
 2 a day-to-day basis at least, did you give any
 3 consideration at the time yourself to the regulatory
 4 requirements which applied to it?
 5 A. When I was director or contracts manager?
 6 Q. Either.
 7 A. When I'm a director, that's -- obviously I'm very
 8 interested that the necessary compliances and approvals
 9 are being sought and worked through, and when I was
 10 performing the contracts manager's role, that was my
 11 role, to make sure that they were being obtained from
 12 the respective authorities.
 13 Q. At the time Rydon won the contract for the
 14 Grenfell Tower project in March 2014, were you familiar
 15 with schedule 1 to the Building Regulations?
 16 A. I didn't have a specific that I could quote verbatim
 17 from the building regs, but I certainly had
 18 an understanding of the structure and the purpose of
 19 them.
 20 Q. Right. So you were familiar or you had an understanding
 21 of the functional requirements, did you?
 22 A. Yes.
 23 Q. Yes?
 24 A. Yes, I am, yeah.
 25 Q. Were you familiar with part B, "Fire safety", contained

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1 within schedule 1?
 2 A. I knew that that was a part of the building regs, yes.
 3 Q. Were you familiar with the different elements of part B,
 4 part B1 to 5?
 5 A. I couldn't quote what 1 to 5 were, but I'm aware that
 6 there were subsections within a topic.
 7 Q. Were you aware that one of the subsections, which
 8 appears to be part B4, related to external flame spread?
 9 A. I would like to say yes, but I can't categorically say
 10 that.
 11 Q. Right.
 12 A. I know about it now, clearly, but I can't say that I did
 13 at the time.
 14 Q. Well, let me try it in general terms.
 15 Were you familiar with a requirement in the
 16 Building Regulations that an external wall shall
 17 adequately resist the spread of fire over the walls and
 18 from one building to another?
 19 A. I understood that principle, yeah.
 20 Q. Were you familiar with such a principle relating to the
 21 roof of the building adequately resisting the spread of
 22 fire?
 23 A. In the same way, yes.
 24 Q. Were you familiar or were you aware that, in order to
 25 determine whether an external cladding system complied

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1 with the obligation adequately to resist the spread of
 2 fire over the walls required a designer to consider the
 3 fire performance of each of the components of the
 4 system?
 5 A. I would take that as -- yeah, that would be my
 6 understanding, yeah.
 7 Q. Would that understanding extend to understanding that
 8 the designer would have to think about the particular
 9 type of cladding panels and insulation specified for the
 10 system?
 11 A. I would take that, yeah.
 12 Q. Right.
 13 Were you also familiar that another part of the
 14 requirements, this is B3, required the designer to
 15 ensure that the subdivision of the building with fire
 16 resisting construction was done where that was
 17 reasonably necessary to inhibit the spread of fire
 18 within the building?
 19 A. Yes.
 20 Q. And also that the building should be designed and
 21 constructed so that the unseen spread of fire and smoke
 22 within concealed spaces and structures -- sorry,
 23 structures and fabric is inhibited?
 24 A. Yes.
 25 Q. You would understand that?

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1 A. Yes.
 2 Q. Right.
 3 Was your understanding that you just described to us
 4 one which was widespread within Rydon, do you think?
 5 A. I would like to say yes.
 6 Q. Okay. You would like to, but can you?
 7 A. In the role of a contracts manager, having experience of
 8 constructing different buildings, then yes.
 9 Q. Familiarity with the functional requirements that you
 10 have explained to us, was that something that you had
 11 learnt formally or something that you had learnt in
 12 another way?
 13 A. Well, we've received training on CDM, for example, and
 14 we do -- there's a -- or at the time there was a series
 15 of modules of safety training, 1 to 5. In those modules
 16 it would refer to the obligation to comply with statute
 17 and regulation. But to answer your question, not
 18 specifically.
 19 Q. You say, "We've received training on CDM". CDM stands
 20 for what?
 21 A. Construction (Design and Management) Regulations.
 22 Q. You say you received training on that and there was
 23 a series of modules on safety training.
 24 A. Yeah.
 25 Q. It sounds as if what you're telling us is that your

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1 knowledge or familiarity with the functional
 2 requirements came from that training; is that right?
 3 A. Part of it does.
 4 Q. Right.
 5 A. Again, it goes -- knowledge and experience of building
 6 many buildings.
 7 Q. Can you remember how the training that you have
 8 described was delivered within Rydon?
 9 A. It sometimes relates to events, so there was a change in
 10 the CDM legislation around the time, 2015, so we had
 11 a training to give us a refresher, an update, as to what
 12 the changes meant to how we sat against those
 13 regulations. So that was an example of a reason and
 14 a recognition of an event, if you like.
 15 Q. Who delivered that training?
 16 A. I can't recall. Usually it would be maybe an outside --
 17 an external consultant would come in and give a training
 18 to an audience of those identified that would benefit
 19 from it.
 20 Q. Who were those identified who would benefit who received
 21 this training?
 22 A. It would be those in a management role within the
 23 maintenance business and construction business.
 24 Q. So you did. Who else did, can you tell us?
 25 A. I don't know. I can't give you a list of names.

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1 Q. Are there lists available of who received this training?
 2 A. There should be, yes, yeah.
 3 Q. Was this training delivered in 2013 or 2014?
 4 A. It was 2015 when I think that particular training was
 5 delivered.
 6 Q. I see. So was this training delivered in contemplation
 7 of the new CDM Regulations coming in in 2015?
 8 A. Yeah, that's giving an example of why training would be
 9 provided.
 10 Q. I see.
 11 Was there any training that you have described which
 12 would have educated people like Simon Lawrence or
 13 Simon O'Connor, for example, in Rydon on the
 14 Building Regulations and, specifically, the functional
 15 requirements that we have been discussing?
 16 A. We -- it's not my experience that there was a training
 17 course specific to that.
 18 Q. Right.
 19 Turning to Approved Document B, at the time Rydon
 20 won the Grenfell Tower project, were you personally at
 21 all familiar with Approved Document B, forming part of
 22 the Building Regulations?
 23 A. I knew that was part of it.
 24 Q. Did you know what its purpose was?
 25 A. Like I say, verbatim, no.

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1 Q. No, but did you know what its purpose was? What was it
 2 for?
 3 A. To ensure compliance against the regulations that it
 4 identifies.
 5 Q. I see.
 6 Before the Grenfell Tower project came along for
 7 you, had you personally ever read that guidance set out
 8 in Approved Document B?
 9 A. I don't -- no, I don't think I have, no.
 10 Q. Were you familiar with it at the start of your job as
 11 refurbishment director?
 12 A. What, as in having read it?
 13 Q. Yes.
 14 A. No.
 15 Q. Were you ever familiar with its contents, whether at the
 16 time you were a refurbishment director with
 17 responsibility for Grenfell or as contract manager on
 18 Grenfell?
 19 A. Like I say, I can't -- you know, I couldn't quote it
 20 specifically or verbatim, but I knew that it existed.
 21 Q. Right. Let's see how far we go.
 22 Can I ask you to look at {CLG00000224}, please.
 23 Now, that's page 1, and there it is, and it has a big
 24 green B on it, so it's not easy to miss. Does this look
 25 familiar to you?

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1 A. Yes.
 2 Q. Did it look familiar to you at the time, 2013/2014/2015?
 3 A. It would have done, yes.
 4 Q. I see.
 5 Did you know at the time that it was issued under
 6 the Building Act 1984 to provide practical guidance with
 7 respect to the requirements of the Building Regulations?
 8 A. I didn't know that specifically, but I'm familiar with
 9 this layout.
 10 Q. All right.
 11 Can we look at page 95 {CLG00000224/95}, please.
 12 Now, here we can see 12.5 on the right-hand side under
 13 the heading "External wall construction". Let's look at
 14 that together.
 15 It says in the first paragraph under that heading:
 16 "The external envelope of a building so not provide
 17 a medium for fire spread if it is likely to be a risk to
 18 health or safety. The use of combustible materials in
 19 the cladding system and extensive cavities may present
 20 such a risk in tall buildings."
 21 Then it goes on in the next paragraph:
 22 "External walls should either meet the guidance
 23 given in paragraphs 12.6 to 12.9 or meet the performance
 24 criteria given in the BRE Report Fire performance of
 25 external thermal insulation for walls of multi storey

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1 buildings (BR 135) for cladding systems using full scale
 2 test data from BS 8414-1:2002 or BS 8414-2:2005."
 3 Now, were you familiar, even if not verbatim but in
 4 principle, with what is said there?
 5 A. I'm familiar with the -- obviously the first paragraph,
 6 and then it goes down into detail of how it should meet
 7 the guidance.
 8 I would go back to: that is why we employ experts to
 9 provide that guidance for us.
 10 Q. Right.
 11 Now, your CV -- I don't want to go back to it --
 12 said that you were responsible for health and safety,
 13 and that safety was one of the things that you were, in
 14 your role, responsible for overseeing.
 15 A. Yeah.
 16 Q. Were you aware of the risk to health and safety
 17 presented by the use of combustible materials in
 18 cladding systems and cavities?
 19 A. No.
 20 Q. You weren't?
 21 A. No.
 22 Q. We can see from paragraph 12.5, subparagraph 2, or the
 23 second paragraph in it, "External walls" -- do you see
 24 that?
 25 A. Yes.

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1 Q. That there are two routes offered here for compliance:
 2 the first is the guidance in paragraphs 12.6 to 12.9,
 3 and the second is meeting performance criteria in BR 135
 4 using full-scale test data in BS 8414.
 5 Were you, at the time, aware of those two routes to
 6 compliance?
 7 A. No.
 8 Q. To your recollection, even if you weren't aware of the
 9 routes, was there ever any discussion that you can
 10 recall about which route to compliance was proposed for
 11 the system to be used at Grenfell Tower?
 12 A. There was no discussions.
 13 Q. Can I ask you to turn the page {CLG0000224/96} and look
 14 at 12.7, please. It says:
 15 "In a building with a storey 18m or more above
 16 ground level any insulation product, filler material
 17 (not including gaskets, sealants and similar) etc used
 18 in the external wall construction should be of limited
 19 combustibility (see Appendix A). This restriction does
 20 not apply to masonry cavity wall construction which
 21 complies with Diagram 34 in Section 9."
 22 Just focusing on the words "limited combustibility"
 23 there, Mr Blake, at the time of the Grenfell Tower
 24 project, at any time during your involvement in it, did
 25 you have an understanding of what the words "limited

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1 combustibility" meant?
 2 A. Yeah, again, I would like to say: yes, I was --
 3 I understood that. If I go back to the first paragraph,
 4 that it says that it shouldn't catch fire, then it would
 5 be of limited combustibility. So I would put the two
 6 together.
 7 Q. Right.
 8 Did you know the difference or understand the
 9 difference at the time between something that was
 10 non-combustible, something that was combustible, and
 11 something that was of limited combustibility?
 12 A. I knew that there was definitions, but I didn't ...
 13 I didn't know, you know, what the boundaries were
 14 between them.
 15 Q. Right.
 16 You can see there is a reference to appendix A.
 17 Were you familiar with appendix A? Had you ever had
 18 a chance to read it?
 19 A. I have subsequently, but I didn't at the time, no.
 20 Q. Right.
 21 Did you have any working knowledge about BR 135 and
 22 full-scale testing in BS 8414 tests?
 23 A. That wasn't -- I can't say that I had that as
 24 a consideration at the time of Grenfell.
 25 Q. Did you have any understanding of what those things

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1 were?
 2 A. Again, I didn't consider them at the time. I know what
 3 they are now.
 4 Q. Can I ask you to look at a guidance note, which is part
 5 of the industry guidance.
 6 In general terms, before I show it to you, were you
 7 aware that organisations within the construction
 8 industry produced guidance documents to enable
 9 compliance with the prevailing regulatory requirements?
 10 A. Yes, I did, yeah.
 11 Q. Are you familiar with a body called the Building Control
 12 Alliance?
 13 A. No.
 14 Q. So does it follow from that that you weren't aware at
 15 the time that the Building Control Alliance produced
 16 guidance documents for the construction industry?
 17 A. Yeah, I hadn't heard of them.
 18 Q. You hadn't heard of them? I see.
 19 Did you hear of something called TGN18,
 20 Technical Guidance Note 18, which was produced by the
 21 Building Control Alliance?
 22 A. No.
 23 Q. Okay.
 24 A. But I wouldn't expect, as a principal contractor, to be
 25 canvassed by that material. I would expect that to be

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1 at the forefront of information provided to RIBA
 2 organisations.
 3 Q. We discussed earlier CWCT, and you said you knew about
 4 the body.
 5 A. Yes.
 6 Q. We discussed a little bit about the standard.
 7 Were you aware at the time that something existed
 8 called CWCT's Technical Note 73 from March 2011?
 9 A. No, I wasn't, no.
 10 Q. It has the title "Fire performance of curtain walls and
 11 rainscreens". Does that trigger a memory?
 12 A. No.
 13 Q. No.
 14 Was there any system or process in place at Rydon at
 15 the time, 2013 to 2016, for ensuring that Rydon's senior
 16 employees were familiar with specialist bodies such as
 17 the CWCT and the Building Control Alliance and their
 18 product, their guidance notes, so that industry guidance
 19 and expertise could inform Rydon's work?
 20 A. No, and I wouldn't expect them to either.
 21 Q. Why is that?
 22 A. The range of construction materials and specialists is
 23 enormous, so I don't think that that would be realistic,
 24 for a principal contractor to digest that amount of
 25 information. That again points to the requirement to

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1 appoint experts to do this on behalf of the project, and
 2 inform their design development to take cognisance of
 3 that.
 4 Q. So, help me: if I went into Rydon's operating
 5 headquarters in March 2014 and wanted to look at
 6 a guidance document, would there be one on site? If,
 7 say, I wanted to look at Technical Guidance Note 18
 8 produced by the Building Control Alliance, would it be
 9 there? Or would I struggle to find --
 10 A. It wouldn't necessarily be on site, but it would be
 11 electronically available, should you want to refer
 12 to it.
 13 Q. Was there a system within Rydon for disseminating
 14 guidance documents such as those I've mentioned,
 15 Technical Guidance Note 18 or Technical Note 73, so that
 16 senior project professionals would be familiar with
 17 them?
 18 A. No, and for the reasons that I just gave.
 19 Q. I would like to turn to a different topic, and that's
 20 your relationship with Peter Maddison.
 21 Now, in your witness statement, {RYD00094225/3}, if
 22 we look at it, at paragraph 2.5.1, "Business
 23 Development", you say:
 24 "Leading a business stream as Director with
 25 responsibility for the strategic direction of the

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1 business, reviewing existing business plans, and
 2 developing plans for the future on an annual basis."
 3 And this is part of your job.
 4 Then you go on to say in the last three lines there:
 5 "As Refurbishment Director I am an ambassador for
 6 Rydon. A key aspect of this is creating relationships
 7 with prospective clients and maintaining relationships
 8 with current ones."
 9 Was it common at the time that you won the project
 10 in the spring of 2014 for personal relationships to
 11 underpin the projects that Rydon worked on?
 12 A. I think, as I put in my statement there, to -- as
 13 a director of a business stream, I am an ambassador for
 14 the culture and for the business, and creating the
 15 relationships with the clients. So, yeah, that's part
 16 of my role.
 17 Q. Yes.
 18 Were there any individuals involved in the
 19 Grenfell Tower refurbishment, in any aspect of it, with
 20 whom you had a relationship before Rydon won the
 21 project?
 22 A. There's two people. I -- Peter I think many years ago
 23 worked for Hyde.
 24 Q. Is that Peter Maddison?
 25 A. Peter Maddison.

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1 Q. Worked for Hyde, yes?
 2 A. I didn't do a project with him as a client contracts
 3 manager, but I knew he was part of the Hyde
 4 organisation. Sacha Jevans also worked for Hyde in the
 5 past. So I was aware of those individuals.
 6 Q. Did you know either of them personally before
 7 March 2014?
 8 A. I had met them, yeah.
 9 Q. Right. In what context had you met them?
 10 A. There was an annual housing forum that is held in
 11 Brighton, and we do an invite for our clients and anyone
 12 interested to come along. So that was an occasion where
 13 I would have been -- I would have met them and
 14 introduced -- been introduced to them.
 15 Q. Yes. Before that -- well, can you put a date on that?
 16 A. It was an annual event, so I would have seen them quite
 17 a few times.
 18 Q. I see. When was the first time, doing the best you can
 19 with your memory, that you met Peter Maddison and
 20 Sacha Jevans?
 21 A. Probably around the millennium, something like that.
 22 Q. 2000?
 23 A. Yeah.
 24 Q. I see. Did you meet them regularly, either of them,
 25 between 2000 and 2013?

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1 A. No.
 2 Q. What was the occasion on which you met them?
 3 A. Well, the one that comes to mind is the housing forum
 4 where the industry gathers, basically.
 5 Q. Right. Any other occasions you can recall?
 6 A. There was another set of housing conferences in
 7 Manchester, where there would be invites, and you would
 8 attend the same forums and functions.
 9 Q. Right.
 10 Had you had any dealings with him in the sense of
 11 working for him or alongside him on any project?
 12 A. No.
 13 Q. I see.
 14 Was he a personal friend, Peter Maddison?
 15 A. I wouldn't say so, no.
 16 Q. Can I ask you to go to {ART00006206}, please. This is
 17 an email from Simon Cash of Artelia to Neil Reed, and
 18 it's from October 2015, we believe. It's sometimes
 19 difficult to work out whether US numbering or UK
 20 numbering is used, but it doesn't matter for this
 21 purpose. It says:
 22 "For your info, I had a good meeting with
 23 Peter Maddison this afternoon and we went through the
 24 various concerns regarding quality, programme, costs
 25 etc. He is conscious that his relationship with Steve

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1 goes back a long way and Steve talks to him direct.
 2 However, Peter, does not want that relationship to
 3 circumvent Artelia and by pass the role that we are
 4 playing in trying to get the project finished to the
 5 required quality and within budget. Peter fully
 6 appreciates what we are doing and is very supportive of
 7 our approach."
 8 That email is something we may need to come back to
 9 later on. I just want to focus on where Mr Cash says
 10 that you(sic) are conscious, according to him, that his
 11 relationship with Steve goes back a long way and Steve
 12 talks to him direct.
 13 Is that a fair description of your relationship with
 14 Mr Maddison at that stage, late 2015, that it went back
 15 a long way?
 16 A. Yeah, I think that's fair enough, yeah. I mean, Rydon's
 17 had a -- and still do, have a long association of work
 18 with the Hyde organisation, and at a point in time in
 19 the past, Peter worked for Hyde.
 20 Q. Can you just explain a little bit about what Hyde at the
 21 time did?
 22 A. They're an HA, housing association, so they were
 23 a provider of social housing, and we undertook some
 24 significant projects with them in terms of estate
 25 regeneration across a number of London boroughs.

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1 Q. Yes. It says that you speak to him direct, "Steve talks
 2 to him direct"; is that right, did you speak to
 3 Peter Maddison direct?
 4 A. I would say very, very rare would I do that, and
 5 I entirely agree with the sentiment of the email. We
 6 were absolutely careful that the project is administered
 7 by Artelia.
 8 Q. When you spoke to Peter Maddison direct, did you make
 9 any written record of those conversations?
 10 A. No.
 11 Q. Do you know for yourself whether Mr Maddison did?
 12 A. No.
 13 Q. Do you know when that direct dialogue between the two of
 14 you began on this project?
 15 A. It -- probably when I took the role of contracts
 16 manager.
 17 Q. Right. What about before?
 18 A. I would have informed Peter that it was, you know, going
 19 to be me that took over the role of contracts manager,
 20 and that would be a polite conversation to Peter to give
 21 him confidence of, you know, our approach to the
 22 completion of the project.
 23 Q. Right.
 24 A. Which goes back to the first sentence.
 25 Q. Now, you took the role of contracts manager on in

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1 October 2015 when Simon Lawrence left.
 2 A. Yeah.
 3 Q. Were you speaking with Peter Maddison direct at any time
 4 pre-tender?
 5 A. No.
 6 Q. Can I ask you to look at a document, {RYD00086648},
 7 please. Now, this is an email dated 6 March 2014 to
 8 Tim Shutler, copied to Jeff Henton. Just look at the
 9 date, it's important: 6 March 2014:
 10 "Subject: RE: Grenfell Tower - Tender Clarifications
 11 ACTION REQUIRED."
 12 Before I go on to the text of it, who was
 13 Tim Shutler?
 14 A. He's our legal representative.
 15 Q. Right. Now, it says:
 16 "Tim,
 17 "At the Housing conference we had meetings with
 18 senior representatives from K+C and my opinion is that
 19 in the event that we were the successful contractor they
 20 would have no issue signing up to a form of
 21 documentation as we suggest.
 22 "We are at compromise with the Employers Agent
 23 because we requested this amendment subsequent to our
 24 tender submission.
 25 "We have been informally advised that we are in pole

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1 position - ours to lose."

2 Do you see that?

3 Now, I'm going to come back to that topic a little

4 bit later. I just want to focus here on the occasion,

5 because you refer there to a housing conference.

6 Was the housing conference that you're describing to

7 Mr Shutler there the Chartered Institute of Housing

8 conference that took place between 4 and 6 March 2014?

9 A. Must have been, yes.

10 Q. Now, we have obtained the list of attendees. I say we

11 have obtained it; we have been prompted to look at it,

12 and it's available in the public domain. Can we please

13 have it available. It's available on the internet.

14 I'm not going to read out the full title of it, but if

15 we could have that up on the screen, please.

16 Now, this is the attendee list of the annual,

17 Chartered Institute of Housing South East Regional

18 Conference and Exhibition, 4 to 6 March 2014.

19 Is this the conference that you're referring to in

20 your email to Mr Shutler of 6 March?

21 A. Yes.

22 Q. Right.

23 Now, we have the list of attendees. Can I ask you,

24 please, to go to page 9, where you can see on that page

25 the KCTMO attendees on the left-hand side under K. Can

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1 you see?

2 A. Yes.

3 Q. "Kensington and Chelsea TMO Ltd.

4 "Sacha Jevans, Executive Director of Operators.

5 "Robert Black, Chief Executive."

6 We can also see, and one can note in passing, a huge

7 cast from Kingspan, including, at the bottom of the

8 page, Mark Swift, the Kooltherm project manager.

9 I want to look at page 13 with you. You can see

10 that on that page we have Rydon Construction Limited,

11 Mark Mitchener, and then Rydon Group, Steve Blake,

12 that's you, Tim Edwards, Jeff Henton, Tim Rigby,

13 Peter Robertson, Jonathan Rowland and Andrew Sharp, so

14 quite a few of you there.

15 So when you are telling Mr Shutler that you had

16 meetings with senior representatives from K&C, was that

17 Sacha Jevans and Robert Black, who were the KCTMO

18 attendees?

19 A. Yeah. Not Robert Black.

20 Q. Not Robert Black? Who were the senior representatives

21 from K&C, then, you're telling Mr Shutler you met at

22 this conference?

23 A. It would either be Peter or Sacha.

24 Q. Right. So although Peter Maddison does not appear to be

25 a KCTMO attendee at this conference, you say he was

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1 there, was he?

2 A. He may have -- there was a lot of peripheral events

3 that --

4 Q. Right.

5 A. This was in the Brighton conference centre, but there

6 was a lot of invites too from various different

7 organisations to functions that were held either side of

8 the conference.

9 Q. That takes me to the next point. You tell Mr Shutler in

10 the first line of the email that "we had meetings", in

11 the plural. Were these pre-arranged meetings, so lunch,

12 dinner, coffee, tea?

13 A. I don't think so. It's generally informal.

14 Q. Did you --

15 A. So I'm not -- I'm not aware of making a meeting with

16 those guys.

17 Q. Right. Did you sit down for any meal or any tea or

18 coffee or something like that?

19 A. Yeah, we may have done.

20 Q. Right.

21 A. I can't remember.

22 Q. Right. Do you remember who paid for the meals or the

23 teas and coffees or drinks?

24 A. I can't, but I wouldn't -- it wouldn't be unusual if we

25 did.

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1 Q. The email says that, "We have been informally advised

2 that we are in pole position - ours to lose". Who told

3 you that?

4 A. I can't recall.

5 Q. Was it at that housing conference that you were told

6 that?

7 A. It must have been.

8 Q. So would it be right, therefore, that by a process of

9 elimination, it could only be Sacha Jevans or

10 Peter Maddison who told you that?

11 A. That must be the case, but I cannot recall.

12 Q. This was the day before the tender interviews that you

13 were due to attend on 7 March; do you remember that?

14 A. I didn't attend the interviews.

15 Q. No, but just in terms of timing, can you confirm that

16 this conference and this email took place or are dated

17 the day before the tender interviews?

18 A. Okay.

19 Q. Who did attend the tender interviews?

20 A. I think it was Alan Sharrocks, Simon Lawrence and

21 Nikki Donnelly.

22 Q. Do you recall whether in your discussions when you were

23 informally advised that you were in pole position, "ours

24 to lose", anything was said about the TMO's proposed

25 value engineering?

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1 A. No. Well, I don't recall, so ...
 2 Q. Right. Was there any discussion in more general terms
 3 about savings or the budget?
 4 A. No.
 5 Q. I'm going to turn back a year in time to the spring of
 6 2013, and I want to ask you some questions next about
 7 Rydon's early involvement in the Grenfell Tower project.
 8 Can I ask you, please, first to go to {RYD00001097}.
 9 This is an email from Robert Powell to you, Mr Blake, on
 10 5 April 2013. Mr Powell was at Appleyards, as they were
 11 then called. They later became called Artelia, as
 12 I think you know.
 13 "Steve.
 14 "Good talking with you just now.
 15 "Perhaps you would have a look at the attached-
 16 supporting information for the proposed redevelopment of
 17 Grenfell Tower- RBK&C."
 18 "Speak next week" is what he says at the end.
 19 You can see that he is forwarding things to you,
 20 including some attachments, and you can see there that
 21 the attachments comprise a set of plans and a schedule
 22 of works and a stage D report outline specification; do
 23 you see that?
 24 A. Yes.
 25 Q. Just focusing on the next paragraph -- we will come back

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1 to the attachments in a moment -- it says:
 2 "As mentioned, we are talking to more than one
 3 contractor in consideration of such an appointment and
 4 our client is looking to utilise their existing
 5 frameworks to procure same."
 6 Do you know why Mr Powell had contacted you?
 7 A. I didn't, no. I mean, for that purpose.
 8 Q. It refers to a conversation, "Steve, good talking with
 9 you just now". Did Rob Powell ring you or did you ring
 10 him, do you remember?
 11 A. He rang me.
 12 Q. So was that a cold call? How did that conversation come
 13 about?
 14 A. I don't know.
 15 Q. Right. Do you remember whether you were expecting
 16 a call from him?
 17 A. I wasn't expecting a call from him, no.
 18 Q. Had you had any prior contact --
 19 A. No.
 20 Q. -- with Mr Powell on Grenfell Tower prior to that
 21 telephone conversation?
 22 A. I would have assumed that he had perhaps looked at the
 23 previous jobs we'd done or --
 24 Q. Right. You say you assume that. Can you remember
 25 anything about the telephone conversation?

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1 A. Only him describing whether or not we were able to give
 2 him a check price.
 3 Q. Right.
 4 We looked a moment ago at the attachments. Did you
 5 read the supporting information Mr Powell had sent you?
 6 A. I would have opened it up to have a look at it, yeah.
 7 Q. Right.
 8 Would you have opened up, do you remember, the
 9 Grenfell stage D report outline specification that's
 10 referred to there?
 11 A. Probably.
 12 Q. Do you remember whether you responded to Mr Powell?
 13 A. I don't think I did, because I think that what he was
 14 asking for was basically doing his job for him, to
 15 establish a budget, and I think the level of complexity
 16 or the amount of different things going on in the job
 17 made it quite a difficult thing to do as a check price.
 18 It needed to be undertaken as a very considered cost
 19 exercise. So we didn't put in a check price for it.
 20 Q. Well, we will come to that, but I think the answer to my
 21 question is no.
 22 Can I ask you to look next, please, at
 23 {RYD00001115}. That's an email showing you forwarding
 24 Mr Powell's email to Jeff Henton, Rydon's managing
 25 director, along with the attachments. It's dated the

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1 same day, 5 April 2013, and you say:
 2 "Jeff,
 3 "This the Peter Madison scheme which is right up our
 4 street.
 5 "They are asking for a framework that we are one to
 6 procure to avoid OJEU.
 7 "Andy - any thoughts?
 8 "Could be a challenge but a start."
 9 Now, there's nothing in the email you forward that
 10 you had received from Mr Powell which would indicate
 11 that Mr Powell was seeking to avoid the OJEU procedure.
 12 We can see that that's the case.
 13 Where had the information come from when you say,
 14 "They are asking for a framework that we are one to
 15 procure to avoid OJEU"?
 16 A. I thought that was referenced on the previous email.
 17 Q. The reference in the email below it -- and we can see
 18 it, actually, in the third --
 19 A. I can't see it on the screen.
 20 Q. -- line -- no, you're right, there is no reference to
 21 OJEU. What there is in the third paragraph is, in the
 22 second part of the sentence:
 23 "... recognising that we need to agree a usable
 24 framework/means of procurement with RBK&C."
 25 That's the only reference or potential reference to

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1 procurement that we have there.
 2 My question, and I'll ask it again: given what is
 3 said and is not said in that email, where did you get
 4 the idea, as you're telling Mr Henton, that they're
 5 "asking for a framework that we are one to procure to
 6 avoid OJEU?"
 7 A. If you tender through a framework, you don't need to go
 8 through an OJEU process.
 9 Q. Where did you get the idea that the intention was to
 10 avoid OJEU as a goal?
 11 A. By him saying that we need to agree a usable framework.
 12 Q. I see.
 13 Now, you refer --
 14 A. It doesn't make any difference to us.
 15 MR MILLETT: I'm so sorry.
 16 SIR MARTIN MOORE-BICK: I'm not sure I understand this
 17 reference to an existing framework. Can you just
 18 explain?
 19 A. If various different organisations have frameworks that
 20 you apply to be part of, and as such then you can
 21 procure work through that framework, through the agreed
 22 sort of supplier list, that a client doesn't have to go
 23 through an OJEU process, which is basically an open
 24 notice -- it's a European regulation.
 25 SIR MARTIN MOORE-BICK: All right, thank you.

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1 MR MILLETT: Did you get the idea from Mr Powell that he or
 2 at least his client wanted to avoid an OJEU process?
 3 A. By reference to a framework, that seemed to be their
 4 preferred route. From a contractor's point of view, it
 5 makes no difference to us at all.
 6 Q. All right.
 7 Now, you refer to "the Peter Maddison scheme", this
 8 is "the Peter Maddison scheme which is right up our
 9 street".
 10 Had you already been told about this project by
 11 Peter Maddison?
 12 A. Or Jeff may have been, I don't know.
 13 Q. What did you mean by "the Peter Maddison scheme"?
 14 A. That it was a scheme that a client was -- had on their
 15 books to do in the future.
 16 Q. Well, "the Peter Maddison scheme", to the uninitiated,
 17 this email suggests that you knew that Peter Maddison
 18 was behind the project and Jeff Henton also knew that.
 19 Is that right?
 20 A. Yeah, and that would be part of the role of saying to
 21 people, "What work do you have coming up in the
 22 future?", so that we can alert our business development
 23 team, because OJEU's are what they are, they have to be
 24 advertised, and so if we can put the up and coming
 25 schemes together with notices, then that means that we

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1 don't miss the opportunity as and when they arise.
 2 Q. How did you know at this stage -- and it's April 2013 --
 3 that Mr Maddison was involved?
 4 A. Either Peter would have told me or Jeff told me.
 5 Q. Is that Peter Maddison?
 6 A. Yes.
 7 Q. So do you remember having a discussion or conversation
 8 with Peter Maddison, even at this stage -- April 2013 --
 9 about this project?
 10 A. I don't remember, and it could be any number of schemes
 11 with any number of clients. My role was to say, "What
 12 have you got coming up in the future?"
 13 Q. You told us earlier this morning -- for our reference,
 14 it is {Day28/96:3} -- that you had had no contact with
 15 Peter Maddison before the tender. You are now, I think,
 16 telling us that Peter Maddison might have been the one
 17 to discuss this project with you at this stage, which is
 18 a year or so, or nine months, before the tender.
 19 A. Yeah.
 20 Q. Can we be clear about your evidence, Mr Blake?
 21 A. Yeah. I was -- in answering your question, it was --
 22 I was referring to the -- you know, the tender. We may
 23 have had an exchange about other bits of work, but if it
 24 was specific to the tender, we didn't have any dialogue
 25 about that.

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1 Q. Right. Just to be clear --
 2 A. And I would see that as both people being totally
 3 appropriate, as well.
 4 Q. Did you have any discussions with Peter Maddison before
 5 or in early April 2013 about the Grenfell Tower
 6 regeneration project?
 7 A. I may have done, and it would have been only to be
 8 informed that they're planning to do some upgrading
 9 works to that particular project. As such, that would
 10 be of interest to me because I would be interested in
 11 doing the work. So then, like I say, I would alert the
 12 team to the fact that there is a prospective tender
 13 opportunity coming out in the future.
 14 Q. Yes. My question is directed to Peter Maddison himself
 15 rather than the TMO as client in general.
 16 I'll just have one more go: did you have any
 17 discussions with Peter Maddison himself about this
 18 regeneration project in or before early April 2013,
 19 Mr Blake?
 20 A. I don't recall specifically, and if I had, it would have
 21 been just for him to inform me that there's a tender
 22 opportunity in the future.
 23 Q. Did Mr Maddison tell you at this time that he wanted
 24 Rydon to take on the role as contractor for these works?
 25 A. No, he didn't.

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1 Q. What was the nature of what he told you, can you
2 remember?
3 A. As I say, purely informative.
4 Q. Right.
5 Can you explain why you have not mentioned this
6 early contact with Mr Maddison in your witness
7 statement?
8 A. I didn't see any need to.
9 Q. Can we look at the statement. It's paragraph 4.1 on
10 page 6, {RYD00094225/6}:
11 "I first became aware of the Grenfell Tower project
12 in April 2013, when Robert Powell of Appleyards (part of
13 Artelia) asked if Rydon would prepare a 'check price'
14 for the project."
15 Having looked at the email about "the Peter Maddison
16 scheme" we have been talking about, do you accept that
17 that's not entirely accurate?
18 A. Well, I think in the context of that statement, it's
19 saying that that's aware of it as a reality. Someone's
20 rung us up and said would we give them a price, so that
21 seems reasonable to say that.
22 Q. Did you regard your role at the time as simply
23 performing a market check, in other words just providing
24 a market price as a benchmark?
25 A. Against that? Sorry, I don't understand what you mean.

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1 Q. Well, you say in your statement that you were asked to
2 provide a check price for the project.
3 A. Yeah.
4 Q. Does that mean bid for it or does that just mean provide
5 an indicative number?
6 A. No, that's budget information.
7 Q. I see.
8 Now, let's look at one of the attachments to
9 Mr Powell's email which you told us, I think, you
10 opened. {RYD00001103/6}, please, and the items listed
11 in the middle column under "Existing residential flats",
12 can you see that there, "Levels 01-20"?
13 A. Yes.
14 Q. "External Envelope". I should have said this is the
15 outline specification. It says there, if you look down,
16 the third entry down is:
17 "P10 Sundry Insulation/Proofing Work.
18 "Existing Columns over-cladding.
19 "- Celotex FR5000 ..."
20 Do you see that?
21 A. Yes.
22 Q. Underneath that:
23 "H92 Rainscreen Cladding.
24 "Existing Columns over-cladding.
25 "- VMZ Composite Zinc panels."

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1 In the right-hand column, H72 --
2 A. Yeah, I've got it.
3 Q. "H72 Aluminium strip/sheet coverings/flashings.
4 "Existing columns over-cladding.
5 "(see ... [drawing] ...)
6 "- PPC aluminium flashings."
7 Then:
8 "H92 Rainscreen Cladding.
9 "External wall.
10 "12mm HPL cladding (Trespa or similar) and sub-frame
11 system (surface fix ...)."
12 Was it clear to you at the time that this project
13 involved the overcladding of an existing high-rise
14 residential building?
15 A. Yes, it was, yeah.
16 Q. We know, as you have told us, that Rydon had experience
17 of that kind of project, Chalcots and Ferrier Point. Is
18 that why you said in your email to Jeff Henton that the
19 project was "right up our street"?
20 A. Yes, definitely.
21 Q. Can we just go back to that email again, {RYD00001115}.
22 You say just before signing off:
23 "Could be a challenge but a start."
24 What did you mean there by, "Could be a challenge"?
25 What was a challenge about this project?

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1 A. If they choose a framework that we're not part of, then
2 we don't get to tender it. So that's the end of that.
3 Q. I see. So this was nothing to do, just to be clear,
4 with the building, the fact that it was an occupied
5 refurbishment?
6 A. That wasn't a reference to the building.
7 Q. I follow.
8 Can I ask you to look at {RYD00001154}. This is
9 an email of 5 April 2015, so same day, from Vicki Croft,
10 who is a senior bid manager at Rydon:
11 "Project profiles as requested
12 "Only frameworks that we're on SEC, HCA and
13 City West."
14 We will come back to that.
15 It looks as if you're asking for project profiles,
16 and you can see from the attachments that she attaches
17 Ashmole, Ferrier Point, Chalcots and St George's Estate.
18 Did you ask for those?
19 A. Yes, yes.
20 Q. Why? Why was that?
21 A. I wanted to see what frameworks we were on.
22 Q. I see. But why did you --
23 A. They are quite a fluid, again, point in time, they
24 expire, they're not being used, we are in the middle of
25 applying for them. So, yeah, I was just seeing as

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1 a business where we were at.
 2 Q. Did you ask for those project profiles because certainly
 3 Ferrier Point and the Chalcots were high-rises?
 4 A. Yes.
 5 Q. Can I ask you to go to {RYD00001203}. These are emails
 6 in early April 2013, so about this time, there is
 7 a string of them, and I would like to go to pages 3
 8 {RYD00001203/3} and 4 {RYD00001203/4}, if we can have
 9 those up together, please, because we're going low down
 10 in the email string.
 11 If you go to page 4, we've seen the email from
 12 Robert Powell, and in fact we now see you coming back to
 13 him. I think I'm answering a question I asked you
 14 earlier. Bottom of page 3:
 15 "As promised I have attached some case studies of
 16 previous tower block projects we have carried out.
 17 "I have asked Andy Sharp our Business Development
 18 Director to make contact with you regarding procurement
 19 opportunities.
 20 "In addition I have copied in Alan Sharrocks who as
 21 Contracts Manager knows a lot more about tower blocks
 22 than I do and our Managing Surveyor Zak Maynard who will
 23 be able to provide budget advice."
 24 Do you see that?
 25 A. Yeah.

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1 Q. There is no request from Mr Powell for case studies that
 2 we saw in his first email, so can I ask this question:
 3 when did you promise to provide case studies to him?
 4 A. It was part of the original telephone exchange.
 5 Q. I follow.
 6 Now, in the email on page 3, 9 April, you say in the
 7 second line -- and I've read it to you -- that you asked
 8 Andy Sharp to make contact regarding procurement
 9 opportunities. What did you mean by procurement
 10 opportunities?
 11 A. How the client intended to procure the contract.
 12 Q. What did you envisage that Mr Sharrocks and Mr Maynard
 13 would provide by way of advice?
 14 A. If they were able to provide budget advice, I got them
 15 involved with doing that on behalf of us.
 16 MR MILLETT: Mr Chairman, I'm in the middle of this email
 17 string. It's probably better if I can finish it off,
 18 but it won't take more than a couple of minutes, if
 19 I may.
 20 SIR MARTIN MOORE-BICK: Yes, all right, carry on.
 21 MR MILLETT: Thank you.
 22 Look now to page 2 {RYD00001203/2} and 3
 23 {RYD00001203/3}, and look at the top of page 3. He says
 24 there, and this is Robert Powell back to you:
 25 "Steve

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1 "Many thanks.
 2 "I am having a 'Grenfell Tower' day tomorrow with
 3 our team in London. Is there any chance we might get
 4 some costs feedback against the schedule and drawings I
 5 sent you to discuss at our meeting?
 6 "Perhaps let me know when we could expect same if
 7 tomorrow is too big an ask."
 8 If you look at the bottom of page 2, your response
 9 says:
 10 "Bit too soon for tomorrow but would be happy to
 11 meet to understand scope of works and budget etc."
 12 At the top of page 2 Mr Powell responds, and this is
 13 also 9 April:
 14 "Steve
 15 "To be honest - until I have sat down with my team
 16 tomorrow, I am in the dark as much as you. Happy to
 17 have a phone conversation with whoever needs to know
 18 from your perspective, in the hope we can get some
 19 'quick & dirty' costings on the info I have sent to
 20 you."
 21 What did you understand he meant by "quick and dirty
 22 costings"?
 23 A. Well, very high-level costings, so without much detail
 24 or interrogation, so ...
 25 Q. Right. If we look --

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1 A. We weren't able to do that and I wasn't prepared to do
 2 that.
 3 Q. I see. Okay.
 4 If we look at the bottom of page 1 {RYD00001203/1}
 5 of this email chain, you can see that you put him in
 6 touch with Alan Sharrocks and Zak Maynard and you say:
 7 "We will help as much as we can."
 8 Do you see that?
 9 A. Yeah.
 10 Q. What help did you anticipate Rydon would provide?
 11 A. He was asking for some -- like I say, this quick and
 12 dirty costings that in my mind were meaningless, but
 13 I didn't want to, you know, upset him with such
 14 a negative response, so I offered the help of Alan and
 15 Zak, should he wish to talk to them about part of the
 16 project, because that part of it is -- to provide
 17 a budget price on behalf of the client is -- it is his
 18 role, and we weren't able to provide that service for
 19 him.
 20 Q. Right. Why was Rydon prepared to help?
 21 A. Just to maintain a relationship, because obviously we --
 22 it's a job that we were interested in doing.
 23 MR MILLETT: Thank you.
 24 Mr Chairman, I feel myself slightly stranded in the
 25 middle of an email chain which will probably take longer

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1 than another couple of minutes, at least .
2 SIR MARTIN MOORE-BICK: Would it be wiser to call a halt
3 there?
4 MR MILLETT: We might as well, if that's all right, but
5 I will come back to this email chain after the break.
6 SIR MARTIN MOORE-BICK: All right, thank you.
7 Mr Blake, we are going to have a break now so we can
8 all get some lunch. Please remember not to talk about
9 your evidence or anything else to do with the
10 refurbishment while you are out of the room, and we will
11 resume at 2.05, please.
12 THE WITNESS: Okay.
13 SIR MARTIN MOORE-BICK: Would you like to go with the usher,
14 please.
15 THE WITNESS: Thank you.
16 SIR MARTIN MOORE-BICK: Thank you.
17 (Pause)
18 Thank you, 2.05.
19 (1.03 pm)
20 (The short adjournment)
21 (2.05 pm)
22 SIR MARTIN MOORE-BICK: Right, Mr Blake, ready to carry on?
23 THE WITNESS: Yes.
24 SIR MARTIN MOORE-BICK: Thank you.
25 Yes, Mr Millett .

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1 MR MILLETT: Mr Chairman.
2 Mr Blake, can I pick up something we discussed this
3 morning, which was Simon O'Connor's CV and the
4 inaccuracies in it which we discussed together, and
5 I just want to see how that fed through to the scoring
6 process.
7 If you can go, please, to {TMO10040907} and look at
8 the native version of that document. I just want to
9 look at the "Rydon" tab at the bottom, if you just click
10 on that, and then look at the scoring here.
11 First of all, are you familiar with this document?
12 A. No.
13 Q. No, you're not, all right. Let's see how we go.
14 If you look at this page, and look at page 1 under
15 the "Rydon" tab under paragraph 1.2, it says there:
16 "Please provide summary one page CVs for all
17 proposed key personnel within the contractor and any
18 known supply chain teams (including design) covering all
19 project stages."
20 "Note 1: Your response must include the CV of the
21 person who will be responsible for the day to day
22 management of the project health and safety and the
23 person responsible for the co-ordination of the design.
24 A sample template for an appropriate CV is attached as
25 Appendix A."

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1 My question is: did you know that the CVs, and
2 particularly the CV of the person responsible for the
3 co-ordination of the design, who was put forward as
4 Simon O'Connor, was part of the scoring process in the
5 tender?
6 A. No.
7 Q. You didn't? Did anybody tell you what the scoring
8 process would be?
9 A. No.
10 Q. Right.
11 We can look at the rest of it, but did you know
12 that, under this element of the scoring, the CVs
13 obtained the highest ART score and CW score, of 8 and 6
14 respectively, compared with Mulalley and Durkan, the
15 other two bidders left in the race at this stage? Did
16 you know that?
17 A. No, I've never seen this.
18 Q. Okay.
19 Just going back to the conference, the Brighton
20 conference that we looked at earlier this morning, can
21 you confirm who else from Rydon attended those meetings
22 at the Brighton conference?
23 A. Erm ...
24 Q. From Rydon.
25 A. I don't definitively know, but I would imagine it would

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1 be Jeff Henton and probably Andy Sharp.
2 Q. I see, okay.
3 You also said this morning -- I think it's
4 {Day28/92:10} -- that you would sometimes invite others
5 to these conferences. Do you remember whether you
6 invited the TMO to this conference in that year, 2014?
7 A. No, I don't.
8 Q. You have described to us your relationship with
9 Peter Maddison at the time. Can you tell us: what was
10 your relationship with Sacha Jevans at the time that you
11 were tendering for the Grenfell Tower project?
12 A. Similar to Peter Maddison, that I knew them as the roles
13 they had in the -- within the industry.
14 Q. Right.
15 Is there any reason why in your witness statement
16 you haven't told us about the fact that you had had
17 these contacts with Peter Maddison and Sacha Jevans at
18 that stage?
19 A. Because it didn't have any influence in the tender
20 process.
21 Q. Now, if we can turn to an email chain which is sort of
22 where we were before lunch, this is {RYD00001193} and
23 look at the bottom of page 1, please. We can see that
24 email again, but this time with Rydon's internal
25 discussion immediately above it, and we can see that you

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1 ask Alan Sharrocks and Zak Maynard, this is Wednesday,
 2 10 April 2013:
 3 "Al/Zak,
 4 "Something dodgy going on here with incumbent
 5 contractor.
 6 "If either get chance could you make contact -
 7 thanks."
 8 What did you mean by "something dodgy going on here
 9 with incumbent contractor"?
 10 A. I think that's a reference to the fact that the adjacent
 11 scheme, the KALC scheme, whoever was doing it, were --
 12 must have thought that they were lined up to do the
 13 Grenfell contract.
 14 Q. What do you mean by "dodgy"?
 15 A. Well, it seems like if they're going out to the market
 16 to get check prices, then they weren't in alignment with
 17 the incumbent contractor on the adjacent site.
 18 Q. I see.
 19 Do you know whether Zak Maynard, or indeed anybody
 20 else at Rydon, contacted them and gave them any cost
 21 pricing information to assist them in their
 22 explorations?
 23 A. I don't think that they did.
 24 Q. If we look at the top email from Alan Sharrocks to you
 25 and Zak Maynard of 10 April, it says:

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1 "Zak
 2 "If its financial info they are looking for its
 3 better you call them mate, maybe some typical m2 costs
 4 for rain screen and double glazing will suffice.
 5 "I've looked the scheme funding up and it's a £9.4m
 6 pot for the whole Grenfell Tower regen, £6m from council
 7 and £3.4m from TMO.
 8 "Reading what's on the internet it's a political
 9 nightmare, there's a website dedicated to complaining
 10 about phase 1 and the scheme in general. It looks like
 11 they have been forced into doing something with the
 12 tower."
 13 Was it your impression at the time that the TMO was
 14 forced, to use Mr Sharrocks' word, to refurbish
 15 Grenfell Tower against the TMO's wishes?
 16 A. I didn't consider that.
 17 Q. You didn't consider it? Does that mean you didn't think
 18 about it or you didn't think that that was what was
 19 happening?
 20 A. I didn't -- I didn't think about it.
 21 Q. Right.
 22 What did you understand Mr Sharrocks to mean when he
 23 said, "It looks like they have been forced into doing
 24 something with the tower"?
 25 A. Well, he's found out some information and put it back to

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1 me as feedback about the project.
 2 Q. Do you know where Mr Sharrocks got his impression from?
 3 A. Presumably from the website he's referring to.
 4 Q. Right.
 5 Did anybody at the TMO ever tell you that they, the
 6 TMO, had been forced into doing something with the
 7 tower?
 8 A. No.
 9 Q. Do you remember responding to this email from
 10 Mr Sharrocks?
 11 A. No.
 12 Q. Did you pass on to Mr Powell of Appleyards the
 13 information from Vicki Croft about the frameworks?
 14 A. I don't know.
 15 Q. In general terms, can you remember what happened after
 16 this flurry of exchanges in the April of 2013, in the
 17 story?
 18 A. I think it went quiet whilst the client made up their
 19 mind about what they -- how they were going to procure
 20 the project.
 21 Q. Did you maintain contact with the TMO or Appleyards
 22 through that period?
 23 A. No, I don't think so.
 24 Q. Can we look at {RYD00001226}, please. At page 1 of that
 25 is a long email from Jonathan Rowland to you, copied to

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1 others at Rydon. Attachments: "Refurb - Royal Borough
 2 of Kensington & Chelsea TMO", and the date is
 3 23 August 2013, and it's sending you the request for
 4 a pre-qualification questionnaire that had been issued
 5 by the TMO for the Grenfell Tower project. The first
 6 paragraph says:
 7 ""Hi Steve
 8 "Details /précis follow for your consideration,
 9 however given our current workload (especially for
 10 Refurb) and location, please choose carefully whether
 11 you wish to pursue. This would be the 7th PQQ that we
 12 have awaiting outcome within a 6 week period, and if we
 13 do it and are successful, we may have to turn some
 14 Tenders away.
 15 "Let's discuss
 16 "J."
 17 Underneath that there is some detail, which tells
 18 you, towards the bottom of the page, that the PQQ return
 19 date was 20 September 2013 at 1 o'clock.
 20 Did you discuss this email with Mr Rowland as he had
 21 asked?
 22 A. I would have thought so, yes.
 23 Q. Do you remember that discussion?
 24 A. I don't distinctly remember it, but he's notifying me
 25 that a PQQ needs to be filled in for us to be considered

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1 for the tender.
2 Q. Indeed. It looks from this email that Rydon had a lot
3 of work on at this time; was that right?
4 A. We had a lot of work that we were tendering for, yeah.
5 Q. Yes.
6 What was Alan Sharrocks' involvement at that time?
7 A. In this project?
8 Q. Yes.
9 A. I -- very little, I would have thought. He -- yeah.
10 Q. Do you know why he wasn't put on to the project?
11 We haven't seen it, but we do know that his CV was in
12 the pack of CVs forming part of the tender package. Do
13 you know why Alan Sharrocks wasn't on this project?
14 A. On Grenfell?
15 Q. Yes.
16 A. Because he was carrying out another project.
17 Q. Right.
18 Alan Sharrocks, on the face of it, was an extremely
19 experienced Rydon executive. Is there a reason why he
20 wasn't selected to perform any role on the
21 Grenfell Tower project?
22 A. He did the initial interview, but he was working on
23 another opportunity.
24 Q. You had a lot of PQQs at the time, as you can see. To
25 what extent did Rydon have sufficient resources to

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1 service the work that it had at this time?
2 A. This is --
3 Q. This is August 2013.
4 A. Yeah, and this is generated by the business development
5 department to feed the aspirations of each business in
6 the group. There's obviously a finite resource to
7 administer the PQQs, which you have a success rate with,
8 to give you the ability to be awarded the chance of
9 a tender.
10 Q. I see.
11 Jonathan Rowland was in the business development
12 group, was he?
13 A. He was the director looking after it, yeah.
14 Q. I follow.
15 How did Rydon decide which projects it would bid for
16 and which it would turn down?
17 A. Through ... through -- there's a computer system that
18 filters the OJEU process, which is the European fair
19 competition, and then the filters put on would identify
20 the types of work against the business stream, and then
21 they would have a ranking as to the desirability and
22 appropriateness of the scheme into the workstream, and
23 then the resource available would be put on, answering
24 those or applying for the PQQ against that project.
25 Q. Following up on that, were these filters put on to the

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1 Grenfell Tower project when the PQQ came in for that?
2 A. Yeah, they're very simple. If the OJEU described, let's
3 say, occupied refurb as part of the advert, then it
4 would pick up on that, and then bring it to the
5 attention of the -- of that department.
6 Q. What ranking did the desirability and appropriateness of
7 the Grenfell scheme have into the workstream when it was
8 assessed under this system?
9 A. Well, it fell into a category that we had previous
10 experience of, so it was something that we felt we could
11 be competitive with.
12 Q. What ranking did the desirability and appropriateness of
13 the Grenfell scheme achieve? Where did it come in your
14 ranking system? High, low, medium?
15 A. It would be a high-ranked scheme, yeah.
16 Q. Can I ask you to turn to {RYD00001228}, please. This is
17 an email from Mark Harris of Harley to Mr Rowland, you,
18 Vicki Croft and Ray Bailey, as a copy. 24 August 2013:
19 "Hi Jonathan
20 "Are you guys tracking a project called Grenfell
21 Tower?
22 "We have been tracking this one for quite a while.
23 The application was withdrawn, but some updated
24 elevations have appeared on the planning portal, and the
25 Ojeu has been advertised.

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1 "This one has 'our' name written all over it. It's
2 typical of the type of work we were jointly involved
3 with at both Chalcots and Ferrier.
4 "I've attached a copy of the Ojeu, plus a copy the
5 latest Abi report, typical elevation, and an image of
6 the existing tower facade.
7 "Look forward to hearing from you."
8 Was it common for Harley to contact Rydon, or indeed
9 vice versa, about prospective projects at such an early
10 stage?
11 A. That's common across the industry of a supply chain
12 partner, you know, putting people together.
13 Q. So is the answer: yes, it was common for Harley to
14 contact Rydon?
15 A. Yes.
16 Q. Right.
17 How did Harley know who to contact at Rydon with
18 this information?
19 A. Well, they know me, obviously, because I've --
20 Q. How do they know all your email addresses?
21 A. Because I've worked with them before.
22 Q. I see.
23 When Mr Harris said, "This one has 'our' name
24 written all over it. It's typical of the type we were
25 jointly involved with at both Chalcots and Ferrier",

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1 what did you understand Mr Harris to be indicating by
 2 that?
 3 A. That it's an opportunity that we can be competitive with
 4 and put together a good bid.
 5 Q. I see. So the "our", what does he mean? Is it like
 6 a joint venture approach, Rydon and Harley?
 7 A. I would describe them as a supply chain partner of
 8 Rydon.
 9 Q. Yes.
 10 A. I would say -- yeah, that's how I would see that.
 11 Q. I see.
 12 So if you tendered successfully for the job, they
 13 would hope that you would pick them as subcontractors
 14 for the specialist cladding subcontract?
 15 A. Yeah, and they would have to bid for it competitively as
 16 we do.
 17 Q. Indeed.
 18 Look at {RYD00001240}, an email by way of response,
 19 27 August 2013, from you:
 20 "Morning Mark,
 21 "We are aware of this and have been tracking.
 22 "Very keen to pursue.
 23 "We have a business meeting with K+C coming up
 24 soon."
 25 What did tracking entail?

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1 A. Well, that we know that that's a job, you know, in the
 2 future that may come out to tender.
 3 Q. How did you do it? How did you track?
 4 A. Through market intelligence, through relationships.
 5 Q. Which relationships?
 6 A. Well, it's referring to the business meeting with
 7 Kensington and Chelsea.
 8 Q. Yes. So did your tracking involve using or continuing
 9 your relationships with individuals within Kensington
 10 and Chelsea?
 11 A. Part of it is maintaining a relationship, yeah, I think
 12 so.
 13 Q. Yes, well, I asked you about that a moment ago.
 14 What contacts did you have between the April of 2013
 15 and August 2013 under which you were tracking the
 16 progress of the Grenfell Tower project, Mr Blake?
 17 A. I'm sorry, I didn't get the first part of that question.
 18 Q. I'll ask it again.
 19 A. Sorry.
 20 Q. What contact did you have between the April of 2013 and
 21 the August of 2013 by which you were tracking the
 22 progress of the Grenfell Tower project?
 23 A. Yeah, from seven years ago, I cannot remember.
 24 Q. It says you have a business meeting with K&C coming up
 25 soon. What was that going to be about, that meeting?

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1 A. Again, I cannot recall that meeting.
 2 Q. Who would it have been with, do you remember?
 3 A. I don't know.
 4 Q. Do you know what it was for?
 5 A. It would be an informal meeting to discuss our
 6 respective businesses.
 7 Q. Do you know who had organised it?
 8 A. No, I don't remember the meeting.
 9 Q. An informal meeting to discuss your respective
 10 businesses; was that a regular event with Kensington and
 11 Chelsea?
 12 A. It would be something that's part of my remit with all
 13 of my clients, to meet with them, just to have
 14 a business-to-business exchange, or people that we want
 15 to work for.
 16 Q. It looks from this email, Mr Blake, as if at some point
 17 between the April and the August of 2013, you had
 18 continued or resumed personal contacts with the TMO, or
 19 with Kensington and Chelsea, about this project. Is
 20 that right?
 21 A. Yeah, it seems that way, yeah.
 22 Q. Right. And was that Peter Maddison or Sacha Jevans or
 23 anybody else?
 24 A. I don't know, because I can't recall the meeting.
 25 Q. Mr Harris comes back to you the same day saying:

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1 "Excellent news, as always, we will provide any
 2 support required for the PQQ etc."
 3 What support was he referring to?
 4 A. If the PQQ reached into supply chain partners and about
 5 their company, that might be part of the PQQ. Any -- if
 6 there's any technical questions in the PQQ to be
 7 answered, he's doing his role as a supply chain partner
 8 for his client.
 9 Q. Do I take from that answer that if you had difficulty
 10 answering some of the questions in the PQQ on matters on
 11 which Mark Harris could help, you could ring him up or
 12 send him an email and he would help you?
 13 A. Yes.
 14 Q. Presumably, to your way of understanding, he was doing
 15 that in the hope, and possibly the expectation, that you
 16 would subcontract the job to him once you won it?
 17 A. That's right.
 18 Q. Can I ask you to go to {RYD00001398}, please. This is
 19 an email from you to Mark Harris of Harley, this time
 20 dated 27 September 2013, so a month on, and in it
 21 Mr Harris says to you:
 22 "Hi Steve
 23 "How are things progressing with the PQQ on Grenfell
 24 Tower?
 25 "As you might recall, we made contact with the

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1 architect about the cladding, back in April. He called
2 up a few days ago, and asked for a meeting. Ray and
3 myself met with Bruce Sounes and Tomas Rek of Studio E
4 Architect's this morning.

5 "We had a good session talking about several
6 aspects, including; available products, interface
7 details, programme, access, design, and budget costs.
8 We spoke extensively about Ferrier Point, being that
9 there are a number of strong similarities between
10 Ferrier and Grenfell. I think they might well pay a
11 visit to Newham in the near future!

12 "When are you expecting to hear back on your PQQ
13 submission?"

14 Now, just taking it in stages, first of all, what
15 did you understand Mr Harris to be referring to when he
16 described "contact with the architect about the
17 cladding"? Did you have any idea of what he was talking
18 about?

19 A. No. That's pretty straightforward, I think.

20 Q. Did you know that Harley had made contact with the
21 architect about the cladding back in April 2013, before
22 Mr Harris sent you this message?

23 A. No, I didn't.

24 Q. Did it come as a surprise to you?

25 A. No.

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1 Q. So would you expect a potential subcontractor on
2 a contract or a project where there was a different
3 incumbent or potential contractor to be making contact
4 with the architect?

5 A. I just see that's Mark doing his job.

6 Q. You see that he says, "As you might recall, we made
7 contact". Do you recall, or did you recall at the time,
8 that he had made contact with the architect in April
9 about the cladding?

10 A. I didn't know that.

11 Q. Well, it looks from this email as if he thought you did
12 know it, because he said "As you might recall". Can you
13 explain, if you didn't know anything about it, why
14 Mr Harris might have thought you did?

15 A. Oh, right, yeah. Well, I have no memory of him saying
16 that.

17 Q. We don't see a response from you saying "Dear Mark,
18 I don't know what you're talking about, I had no idea
19 that you had been talking to the architect in April
20 about the cladding". Given that there is no response,
21 do we take it from that that you weren't very surprised
22 about it?

23 A. As I've said before, I see this as Mark chasing down his
24 lead on a job and nothing of that being unusual at all.

25 Q. Right.

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1 He goes on to say:

2 "We spoke extensively about Ferrier Point, being
3 that there are a number of strong similarities between
4 Ferrier and Grenfell."

5 What similarities did you appreciate existed between
6 Grenfell and the Ferrier Point project at this point?

7 A. That they were both tower blocks.

8 Q. So that's a strong similarity, is it?

9 A. Well, yes.

10 Q. Right. Does it not go a bit further than that?

11 A. It does, but they're both tower blocks with -- which are
12 overlaid.

13 Q. Yes. Any other strong similarities?

14 A. With residents in occupation.

15 Q. Anything more?

16 A. Not about -- on that, no.

17 Q. Okay.

18 Let's turn to a different topic, formal procurement
19 of Rydon. Can I ask you to go to your statement,
20 please, page 4 {RYD00094225/4}, paragraph 2.5.3. You
21 say there, "Finance", this is the heading:

22 "In my role as Director, I oversee the estimating
23 process when tendering for new work."

24 Does that mean staying up to date, finger on pulse,
25 with the progress being made in financial discussions

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1 relating to procurement?

2 A. Yes.

3 Q. Does it also mean staying up to date on progress in any
4 discussions about value engineering?

5 A. Not necessarily.

6 Q. Not necessarily.

7 At the time on this project, did you involve
8 yourself in the estimating process?

9 A. For Grenfell, yes, I did, yeah.

10 Q. Is it fair to say that you oversaw the work of the
11 estimators?

12 A. I'm the -- yeah, I'm the director responsible for that
13 function, yeah.

14 Q. And those estimators were -- correct me if I'm wrong --
15 Katie Bachellier and Zak Maynard for the Grenfell Tower
16 project?

17 A. Zak is not an estimator. He is the commercial manager
18 who managed that function.

19 Q. I see. So just help me: Katie Bachellier was the
20 estimator, and are you saying Zak Maynard was her line
21 manager?

22 A. Correct.

23 Q. I see. But he is not an estimator, he was the
24 commercial manager?

25 A. Correct.

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1 Q. I see.
2 What about Frank Smith? What role did he play in
3 the estimation exercise for the Grenfell Tower project?
4 A. He helped Katie.
5 Q. At paragraph 2.5.4, under "Procurement", you say:
6 "I am responsible for overseeing the procurement
7 process in relation to each new project."
8 Then you go on to say in the fourth line:
9 "I then oversee the appointment of suitable
10 contractors, suppliers and consultants."
11 Is it right that you were involved not only in the
12 financial aspect of procurement, but in fact the whole
13 process of procurement?
14 A. Yeah, that's -- I'm director responsible for that, yeah.
15 Q. And you, as we know, signed Rydon's tender bid.
16 A. That's it.
17 Q. Can we look at {RYD00086624}, please. This is an email
18 at the top from you dated 7 January 2014 to
19 Paul Featherston at JS Wright, and it looks as if it's
20 a response in some way or a forward from an email sent
21 by Katie Bachellier to you, Zak Maynard, Frank Smith,
22 Simon Lawrence, Alan Sharrocks, and Frank Smith again
23 for good measure, JS Wright. So it's a discussion with
24 Terence from JS Wright, and about him struggling to
25 return a tender for Grenfell Tower. So that's the

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1 context.
2 You say to Paul Featherston at JS Wright:
3 "Can this be reviewed?
4 "In my view Grenfell is the best opportunity that
5 Rydon have."
6 What did you mean by that?
7 A. It was a contract that we -- like I say, we felt we
8 could be competitive with in terms of cost and we were
9 able to demonstrate previous experience. So in terms of
10 tendering, you don't win every tender, so for JS Wrights
11 not to provide a price for our tender was extremely
12 disappointing. So I'm trying to motivate him to price
13 the contract for us.
14 Q. So when you say "the best opportunity that Rydon have",
15 were you saying that Grenfell was the best tender out of
16 a range of tenders?
17 A. In terms of the fit for the business and the size and
18 also the scope of the works, yeah, that's -- I saw that
19 as the best opportunity that we had at that particular
20 time, yeah.
21 Q. Thank you.
22 Now, can I ask you to go to {RYD00086648}, please.
23 That's an email from you to Tim Shutler and Jeff Henton
24 dated 6 March 2014. It's what we looked at earlier this
25 morning in the context of the housing conference. You

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1 will recall that.
2 Now, just putting it in its timeframe or time
3 context, that was while the tender process was going on,
4 wasn't it?
5 A. Yeah, I ... I don't know what date the actual tender was
6 submitted.
7 Q. I think it's signed on 13 February 2014.
8 A. Yeah, so it would have gone in on that day, then.
9 Q. It went in mid-February.
10 A. Yeah.
11 Q. And the result hadn't yet been announced, at least not
12 formally, had it?
13 A. No.
14 Q. Indeed, I think it's right that, chronologically, the
15 tender interviews had not even yet taken place, had
16 they?
17 A. No.
18 Q. We looked at this before, but let's look at it again:
19 "We have been informally advised that we are in pole
20 position - ours to lose."
21 Then three lines or paragraphs down from that:
22 "We are at interview tomorrow."
23 So is it right that you were informally told that
24 you were in pole position even though you hadn't yet
25 been interviewed?

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1 A. Against what you've put there, then that -- yeah,
2 that -- that's how that reads.
3 Q. Did it not strike you as strange that you had been told,
4 even informally, that you were in pole position, even
5 though you hadn't yet been interviewed by the client?
6 A. Yeah, but if we interviewed poorly, then we wouldn't be
7 in pole position.
8 Q. Right.
9 You say the Grenfell project was "ours to lose".
10 Who told you that?
11 A. I don't know.
12 Q. Did Peter Maddison tell you that?
13 A. I don't know.
14 Q. Did Sacha Jevans tell you that?
15 A. I don't know.
16 Q. How would Rydon have lost it?
17 A. I don't know.
18 Q. Does it really mean that you were going to win it unless
19 you threw it away somehow?
20 A. The process had to go through its process before we
21 would think we had won it.
22 Q. Now, you were being told informally that you were in
23 pole position, "ours to lose". That must have been
24 pretty hot but also pretty secret information; is that
25 right?

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1 A. I don't know, really. I don't know why it's secret.
 2 Q. Well, can you tell us whether the other tenderers had
 3 also been told that you, Rydon, were in pole position
 4 and it was yours to lose?
 5 A. I don't know what they had been told.
 6 Q. Indeed.
 7 I think you told us this morning you didn't attend
 8 the interviews. Do you know who did?
 9 A. It was, I think, Alan, Simon and Nikki, as I said
 10 earlier.
 11 Q. Do you know whether Rydon gave any assurances at the
 12 interview as to how it would value engineer the project
 13 to meet the TMO's requirements?
 14 A. I don't know.
 15 Q. Can we look, then, at the Artelia tender report. This
 16 is {ART00002197}, and it's dated 12 March 2014. Let's
 17 look at the first page.
 18 Is this document familiar to you?
 19 A. No.
 20 Q. It's the final tender report on enhancements and
 21 improvement to Grenfell Tower. It's not familiar to
 22 you, so are you telling us that even though you oversaw
 23 the tender process, you didn't see the Artelia final
 24 tender report?
 25 A. No. Well, I'm not familiar with this document, so ...

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1 Q. All right. Well, it's dated 12 March 2014. I just
 2 wonder why you didn't see the tender report, given you
 3 were the refurbishment director in charge of tendering
 4 for the project.
 5 A. I don't think I was sent this report by them.
 6 Q. All right, let's see page 10 {ART00002197/10} and see if
 7 you can help us with it. If you can't, you can't.
 8 Page 10, first sentence, "Tender Results":
 9 "All three remaining tenderers, Durkan, Mulalley and
 10 Rydon, returned their tenders by the required time and
 11 date ...
 12 "Tenders were opened on the 14th Feb 2014 at the
 13 office of KCTMO by the following:
 14 "Robert Black ...
 15 "Fay Edwards ..."
 16 Then you can see the tender sums at the bottom, can
 17 you see? Contractor and tender amount: Rydon,
 18 9.2 million-odd; Durkan, 9.9 million-odd; and Mulalley,
 19 10.4 million-odd.
 20 So Rydon was by far the cheapest, wasn't it?
 21 A. I can't see the bottom of the paper.
 22 SIR MARTIN MOORE-BICK: Can we move it? That's it.
 23 MR MILLETT: You're quite right, I'm so sorry, I'll repeat
 24 the question.
 25 If you look at 3.2, "Tender Sums", can you see the

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1 three contractors and the sums set out in the column on
 2 the right?
 3 A. Yes.
 4 Q. So Rydon 9.2, Durkan 9.9 and Mulalley 10.4 million
 5 respectively. So Rydon was by far the cheapest.
 6 A. Yeah, I see that.
 7 Q. If we go to page 12 {ART00002197/12}, this is
 8 a breakdown of the tender sums. I would just like to
 9 look at the pre-tender estimate for each major area.
 10 If you look at Rydon's figures in the column next to
 11 it -- so you can see how it works, this page. If you
 12 look at the top of the page, it's "Descriptions" and
 13 then "Artelia's Pre-tender Estimate", and then the three
 14 bids and an average, and it's done per package.
 15 If you look down, "Preliminaries", you can see that
 16 Rydon come in almost £1 million cheaper than Durkan as
 17 the next highest bidder, and £1.3 million-odd cheaper
 18 than Mulalley. Do you see that?
 19 Then if you look at "External Façade" at item B8,
 20 Artelia's pre-tender estimate was 2.6 million and Rydon
 21 come in at 3.8 million, Durkan is 3.6 million and
 22 Mulalley is 4.1 million. Do you see that?
 23 Then "Fees for Novated team", you can see the
 24 figures for that under item 13. You can see the fees
 25 for the novated team there.

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1 Now, does that tell us that Rydon was able to tender
 2 at lower than Artelia's estimated price in many
 3 significant areas?
 4 A. Yeah.
 5 Q. Yes.
 6 Now, if you look at page 24 {ART00002197/24} and
 7 look at tender price and the price for the alternative
 8 works and the overall scoring, you can see that, with
 9 the weightings -- and you can see what the weightings
 10 are there in the left-hand column -- tender price and
 11 price for alternative works are weighted at 34% and 6%
 12 respectively in the calculation of the overall tender
 13 score. So does that tell us that 40% of the score was
 14 price-based, 34 plus 6, price and alternative price?
 15 A. Yeah, but I've never seen this document, so ...
 16 Q. Okay. Did you understand that 40% of the scoring was
 17 going to be price-based?
 18 A. Yeah, I didn't ...
 19 Q. Did you know at the time you put in your bid that the
 20 scoring would be 40% price-based?
 21 A. No, I don't know whether there was a published scoring
 22 matrix that came out with the tender, so ... some do,
 23 some don't, but I didn't know that.
 24 Q. Looking back at page 12 {ART00002197/12}, I would like to
 25 just examine one thing with you, which is the "Fees for

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1 Novated team" I showed you a moment ago under line 13.
2 You can see that Artelia's pre-tender estimate for the
3 fees for the novated team was £163,000-odd and your fees
4 were £126,000-odd.

5 How did Rydon reduce or get the novated design
6 team's fees down by about £40,000-odd below the
7 estimate? Do you remember?

8 A. I can't answer that question because I don't know what
9 the breakdown of the inclusion for the 163 is.

10 Q. Okay. Let me try and get at the point slightly more
11 generally.

12 We can see in general terms -- not in every case,
13 but in general terms -- that Rydon had underbid the
14 other competitors very substantially in a number of
15 areas.

16 My question is: when you were putting your bid in,
17 how were you satisfied that Rydon wasn't sacrificing
18 a commensurate amount of quality and service on the
19 project when underbidding its competitors by about
20 £1 million, and indeed Artelia's own market by about
21 £600,000?

22 A. All I know is that our tender is built up from tender
23 returns from the marketplace, so there's an aggregation
24 of cost that goes into the tender, so it's arrived at
25 a cost for the works. The tender -- there's a margin

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1 put on that cost which is basically a reflection of what
2 the market competition is, which we did, and our
3 competitors would have, I would imagine -- they may have
4 been busy and then said that the market is going to bear
5 more return than we bid at. So it's a bid made at
6 a point in time as a reflection of the market.

7 Q. Was it at all obvious to you at the time that you were
8 going to be under extreme time and financial pressure to
9 complete the works to this budget?

10 A. Well, (a) I didn't know what the competitors had bid
11 at --

12 Q. No, I'm not suggesting you did, Mr Blake, but given the
13 degree of difference, that triggers me to ask the
14 question: given the size of the difference, was it in
15 your mind at the time that Rydon was going to be under
16 extreme financial pressure, and indeed pressure of time,
17 to complete the works within budget?

18 A. No, that wasn't --

19 Q. All right.

20 A. We had competitively bid for the project on a -- like
21 I say, an assembled tender, so therefore that was what
22 we are contracted to do, we are obliged to do.

23 Q. Can I ask you to go to {RYD00003279}. This is an email
24 of 11 March 2014 from Jeff Henton to Alan Sharrocks and
25 Simon Lawrence, you can see there. I would like to look

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1 at the first paragraph with you:

2 "Hi Team

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

11 "I would personally like to thank you all for your
12 efforts in achieving this excellent result and look
13 forward to a successful scheme."

14 Now, the reference there to "small amount of value
15 engineering", subject to that, he would be able to
16 recommend you, do you know why this was sent to
17 Mr Sharrocks by Mr Henton?

18 A. Only if I was away, if I was on leave.

19 Q. Right.

20 You see, I should have pointed this out to you, but
21 you're not copied in on this email.

22 A. Yeah.

23 Q. And I wonder why that was. You were neither a recipient
24 nor a copiece. Why is that, do you know?

25 A. I can only think that I was on leave.

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1 Q. Right.

2 Given that you were responsible for overseeing the
3 procurement process, why would being on leave matter?

4 A. It wouldn't. I can't see any reason why I wouldn't be
5 on that email chain.

6 Q. Well --

7 A. That's good news for our business.

8 Q. It is, and good news for you because you had overseen
9 the tender, as you told us.

10 A. Well, it was a team event, so -- but, yeah, that's --
11 you know, a lot of work goes into preparing a tender of
12 that size and with all the different trades to put
13 together. So, yeah, that's ... that's what that
14 email's --

15 Q. I see that, I just want to know why you're not in on it.

16 A. I don't know.

17 Q. All right.

18 Why was Mr Sharrocks the primary recipient of that
19 email? What was his role in relation to getting the
20 project?

21 A. Because he must have led the interview team and ... with
22 Simon, and ... I didn't know -- it's got Zak on there as
23 well, so ...

24 Q. Mr Henton refers to a conversation he had had with
25 Peter Maddison. Did he or anybody else tell you about

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1 that conversation?

2 A. Only via this -- well, I didn't get this email, did I,

3 but ...

4 Q. No.

5 Do you know how it comes about? Can you explain how

6 come Jeff Henton is having a conversation with

7 Peter Maddison about this bid?

8 A. No.

9 Q. Does it come as a surprise to you that he was having

10 this conversation?

11 A. No, and very often, many of the clients would,

12 you know ... you know, say that you have presented

13 a good tender.

14 Q. Yes.

15 You see, there is a conversation that happens

16 between Mr Henton, as the managing director of Rydon,

17 and Peter Maddison at TMO, and he is told in it -- and

18 you can see it in this email -- that Rydon are in first

19 place. What I'm keen to understand is how that

20 conversation came about, Mr Blake.

21 You're the refurbishment director in charge of this

22 tender bid. You're not in on this email. I just want

23 to know how much you can tell us about this

24 conversation.

25 A. I can't tell you anything about that conversation.

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1 Q. You explained your contact with Peter Maddison and

2 Sacha Jevans; are you aware of anybody else at Rydon who

3 had contacts in the TMO and vice versa?

4 A. Only that Jeff, the same as me, knew Peter and Sacha as

5 well.

6 Q. Right.

7 Is it fair to say that you were aware at this stage

8 of the required value engineering exercise, in any event

9 by this time?

10 A. Yeah, I mean, I have to say it's a surprise -- you know,

11 I don't know why I'm not on that email, but the value

12 engineering I became aware of when the guy from the TMO

13 made contact with me.

14 Q. At the date of this email, it's right, isn't it, that

15 the OJEU tender process was not complete?

16 A. Yeah, I mean, I don't know all the rules and regulations

17 of that, so that's the client agent who --

18 Q. Let me put it this way: as at 11 March 2014, you knew --

19 and if you didn't, tell me -- that none of the tenderers

20 had been told of the results of the tender, and they

21 were still waiting.

22 A. I didn't know that.

23 Q. Well, you didn't know that.

24 So is it your recollection that, as at 11 March, you

25 did know the results of the tender?

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1 A. Sorry, I'm confused by the first --

2 Q. Yes. What did you know --

3 A. Sorry --

4 Q. Let me try again, put it more neutrally.

5 As at 11 March 2014, Mr Blake, what was your

6 knowledge about the results of the tender process that

7 you had been overseeing?

8 A. Well, at 11 March, if I had had this email, then I would

9 have had that information. So -- but that's saying to

10 us that: all being well, we're in pole -- you know, it

11 looks like we've won the tender.

12 What I didn't know, or what I was trying to say to

13 you is that I didn't know what the other tenderers had

14 been informed.

15 Q. No, and I'm not asking you what the other tenderers had

16 been informed.

17 A. I thought that's what you asked me.

18 Q. Would you have known that you would not yet have

19 received a formal letter informing you, Rydon, of the

20 outcome of the tender process? You would have known

21 that?

22 A. Yeah, but sometimes a formal letter will arrive in

23 a week's time or ... it doesn't necessarily come out the

24 same day as an award.

25 Q. Can you accept as a fact that, as at 11 March, Rydon had

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1 not received any formal notification from the TMO that

2 it was the chosen contractor?

3 A. If there isn't a letter, then yeah, that must be the

4 case.

5 Q. We have a letter dated 18 March, just to refresh your

6 recollection, but did you know that at the time?

7 A. If it was sent to me, then I would have known that at

8 the time. I haven't got that date-specific recollect

9 now.

10 Q. Did you understand at this time -- and I know you didn't

11 receive this email -- that Rydon's appointment would be

12 conditional upon its ability or willingness to

13 accommodate the TMO's desire for value engineering?

14 A. I didn't know that.

15 Q. You didn't know that? I see.

16 Does it follow from that that you didn't know that

17 if Rydon was willing to accommodate the TMO's desire for

18 value engineering, then that would put it in a prime

19 position to secure the appointment?

20 A. Well, as I said, that became evident when I was

21 contacted by the TMO.

22 Q. Right. Well, let's just see how we go with this. Let's

23 just trace the story through in the light of that

24 answer. {RYD00086654}, please. This is an email of

25 11 March, so same day as the one I've been showing you.

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1 I'm so sorry, I should show you page 2
 2 {RYD00086654/2}, actually, to start with. We can see
 3 that there's an email chain running through 11 March all
 4 day. So we start on page 2 and we roll up to page 1,
 5 Mr Blake.
 6 So even if you're on leave, you're still very much
 7 in contact with Katie Bachellier about the estimation
 8 process for --
 9 A. Yes, I was only suggesting I was on leave as a reason
 10 for why I wasn't on the email.
 11 Q. All right. Okay. Let's see how we go.
 12 A. As a reason for not being on that copy.
 13 Q. I understand.
 14 This is Katie Bachellier to you, 11 March:
 15 "Steve,
 16 "Just to let you know I have found the 'Frank-ism'
 17 in Grenfell. He hasn't added the provisional sums
 18 (£212k) to our cost."
 19 So is it right that Ms Bachellier is telling you, on
 20 this date, at that time, 11 March, that the tender sum
 21 which Rydon had submitted was £212,000 lower than it
 22 should have been?
 23 A. That's correct.
 24 Q. Now, if we go up the screen to page 1 {RYD00086654/1}
 25 and look at the bottom, we can see your response,

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1 11 March, 12.39:
 2 "Disappointing but not unexpected.
 3 "Hopefully there will be something to compensate.
 4 "The TAS must be wrong.
 5 "When we complete the value engineering exercise we
 6 will reissue accordingly.
 7 "Let's see where we go."
 8 Why was this not unexpected?
 9 A. Frank had -- was employed during Katie's maternity
 10 leave, and --
 11 Q. Right.
 12 A. -- he wasn't as good an estimator as Katie, or he would
 13 make arithmetic errors. So that's what the "Frank-ism"
 14 refers to.
 15 Q. It sounds from what you are telling us that he made
 16 errors habitually, hence the nickname or --
 17 A. Not habitually, but any error of arithmetic is something
 18 that shouldn't happen.
 19 Q. When she called it a "Frank-ism", it rather sounds as if
 20 this was something he was used to doing?
 21 A. Yeah.
 22 Q. Okay.
 23 What did you mean by, "The TAS must be wrong"?
 24 A. Tender adjudication sheet.
 25 Q. Right.

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1 Moving up the page to the middle, Ms Bachellier
 2 suggests, in the next email back to you, 12.42, that the
 3 £212,000 can be recovered by removing the window reveals
 4 from Harley and by working a little bit harder to find
 5 some significant VE savings.
 6 Did you understand that she was contemplating
 7 identifying value engineering savings which could
 8 compensate for the £212,000 error?
 9 A. Yeah, I mean, that's the essence of the message. It's
 10 a very unwelcome bit of news on the day that you learn
 11 that you're in pole position.
 12 Q. Right.
 13 A. So ...
 14 Q. So you would --
 15 A. But if you go back to my previous email, it's: we need
 16 to let things run their course, and there's nothing we
 17 can do about it.
 18 Q. You say it's a very unwelcome bit of news on the day
 19 that you learn you're in pole position; how did you
 20 learn you were in pole position on that day?
 21 A. Well, I think that previous email was on 11 March,
 22 wasn't it? The internal one.
 23 Q. Indeed, but you said you hadn't received it.
 24 A. Well, I'm not on that copy, but it seems from this that
 25 I -- you know, I must know about it.

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1 Q. Clearly.
 2 So on the basis of what you have just said, do we
 3 take it that, although you weren't on that copy, you did
 4 see that email that day?
 5 A. I don't know about seeing that email, but someone would
 6 have told me.
 7 Q. I see.
 8 A. I just can't explain why I'm not on that email.
 9 Q. When they did tell you, did they tell you that Rydon was
 10 in pole position subject to some value engineering which
 11 the TMO would accept?
 12 A. They may have done, but I don't recall that as a ...
 13 putting it as a condition.
 14 Q. Okay.
 15 Is the thrust of what Ms Bachellier is telling you
 16 that you would be able to reduce the impact of £212,000
 17 on your tender figure by finding significant value
 18 engineering savings and keeping them?
 19 A. It's just saying about value engineering, so that's just
 20 a suggestion.
 21 Q. Yes, and it's a suggestion which involves finding
 22 significant value engineering savings and Rydon keeping
 23 those savings or some of those savings for itself; yes?
 24 A. Yes, indeed, yes.
 25 Q. Now, look at the top of the page. You say to

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1 Katie Bachellier, next day:
 2 "Katie
 3 "Thinking about this - Frank was asked to take out
 4 some performance which from memory was about 200k."
 5 What was the performance that Frank was asked to
 6 take out, do you remember?
 7 A. When a tender is put together, it -- it's a -- there's
 8 two state -- two levels to an estimate. An estimate
 9 will -- the function of the estimator is to inform,
 10 let's call it me, what the base cost is for that job.
 11 So we will either measure elements of it, go out to the
 12 market, get quotes, so we will know that -- so if we do
 13 this by example, at Grenfell, let's say the cost for
 14 doing that works is £8 million, and then on top of that
 15 we will take a view of our margin, ie what the market
 16 will bear, and that is the decision that's made at
 17 adjudication.
 18 So if we want to be very, very competitive, then we
 19 will take a view to say that that base cost is maybe
 20 overmeasured, or we can buy against our original
 21 quotations, so we will take a level of performance out
 22 of there to be as competitive as possible.
 23 And that's --
 24 Q. Sorry, I'm going to cut you off because that's a very
 25 long answer to what I hoped was a very short question.

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1 What in the bid was about £200,000 that Frank was
 2 asked to take out?
 3 A. Nothing. It was a view of the overall cost.
 4 Q. Right.
 5 Now, [RYD00003295]. Email 12 March 2014. This is
 6 from you, Mr Blake, to your estimating team:
 7 "We are going to be asked by K+C to find some
 8 further value engineering savings in addition to those
 9 identified in our tender.
 10 "Let's wait until this approach is made before going
 11 to the supply chain.
 12 "In terms of value allocation we took care to make
 13 provision against a specification that was exactly
 14 compliant.
 15 "Peter M is going to forward some ideas tomorrow."
 16 Peter M is Peter Maddison, is it?
 17 A. Yes.
 18 Q. Yes. It appears that he had been in contact with you
 19 personally; is that right?
 20 A. No.
 21 Q. When you say "Peter M is going to forward some ideas
 22 tomorrow", how did you know that?
 23 A. That must have been off the email that I didn't get.
 24 Q. If it was an email you didn't get, how did you know he
 25 was going to do it?

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1 A. Then someone must have told me.
 2 Q. Right. I see. Do you know who that was?
 3 A. No.
 4 Q. If you go back to the email, please, which is
 5 {RYD00003279}, there's nothing in that email which
 6 indicates that Peter Maddison is going to be forwarding
 7 some ideas on 13 March, is there?
 8 A. No.
 9 Q. Would it therefore follow that, when you found out that
 10 Peter Maddison was going to be forwarding some ideas
 11 about value engineering savings tomorrow, you must have
 12 got that from somewhere else?
 13 A. Yes.
 14 Q. And therefore you must have either spoken to someone
 15 else in order to know that or seen it in writing
 16 somewhere; yes?
 17 A. Yes.
 18 Q. Do you remember who you spoke to, who told you that
 19 Peter Maddison was going to be forwarding some ideas the
 20 next day?
 21 A. No, I can't remember.
 22 Q. Would it have been Peter Maddison?
 23 A. It wouldn't have been Peter.
 24 Q. How can you be so adamant about that?
 25 A. Because I know I didn't speak to him.

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1 Q. Do you know who did speak to him?
 2 A. Well, it shows that Jeff's spoken to him.
 3 Q. This email does not show -- sorry, let's go to the
 4 email. Go back to where we were, [RYD00003295], please.
 5 This email is from you to your estimating team and isn't
 6 even copied to Mr Henton, and doesn't say that you had
 7 found that out from Mr Henton.
 8 I just want to know how it is that you discovered
 9 that Peter Maddison was going to forward some value
 10 engineering ideas on 13 March, the next day?
 11 A. Well, it can only be that someone's told me. I can only
 12 think that it was Jeff who told me.
 13 Q. Do you know whether there was any written record of that
 14 conversation?
 15 A. You would have that as ... the only record would be
 16 an email.
 17 Q. It looks, on the face of it, that somebody at Rydon had
 18 spoken to somebody at the TMO about the TMO providing
 19 ideas about value engineering to Rydon at this time.
 20 Would you agree at least with that?
 21 A. Yes, yeah.
 22 Q. But you can't help us as to who that was or how that
 23 came about?
 24 A. No, but I've speculated it was --
 25 Q. Well, don't. Don't speculate.

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1 A. All right.

2 Q. Can I ask you to go to {RYD00003302}, please, and I'd

3 like to have pages 1 and 2 {RYD00003302} put up

4 together.

5 This is an email of 13 March, so indeed the next

6 day, and at the very bottom of page 1, it's sent to you,

7 copied to Claire Williams and Peter Maddison. It says:

8 "Steve,

9 "Peter Maddison of the TMO has given me your contact

10 details."

11 This is from David Gibson, head of capital

12 investment. I take it you didn't know David Gibson, at

13 least, of the TMO?

14 A. No.

15 Q. But Peter Maddison gave him your contact details.

16 "I understand you are currently in a meeting."

17 Did Peter Maddison have your contact details from

18 previous dealings, from your previous dealings with him?

19 A. Yeah, must have done, yeah.

20 Q. Do you remember giving them to him?

21 A. I don't, but my -- my contact details are on the website

22 if you want to get them.

23 Q. Well, we can argue about why it might be necessary for

24 Mr Maddison to give Mr Gibson your contact details if

25 they were in the public domain, but that might be

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1 a matter for comment.

2 Can I just ask you, he goes on to say:

3 "I have attached a simple spreadsheet indicating the

4 areas we would like you to look at in relation to

5 possible savings.

6 "Our target is circa £800k, which included the

7 cladding savings already priced and any grant income to

8 the scheme."

9 Do you see that?

10 Now, can I ask you to go to the attachment. There

11 is an attachment to this at {RYD00003301}. The native

12 version of that I would like to look at. This is the

13 spreadsheet attached to the email from Mr Gibson. This

14 is a simple spreadsheet.

15 Did you open this attachment when you received his

16 email?

17 A. Yes.

18 Q. You did. You can see, in the first line:

19 "The works budget is £8,415,000. The costs savings

20 to be made need to be in the region of £800k."

21 Was £800,000 the "small amount" that Peter Maddison

22 had led you to understand would be necessary?

23 A. Yeah, that's the amount, yeah.

24 Q. Was this the first time that you, at least, were told

25 what the TMO's actual works budget was?

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1 A. Yes.

2 Q. Now, we saw that Rydon's tender sum was

3 £9.249 million-odd. Were you not a little bit shocked

4 to discover the size of the price-cut that the TMO were

5 after?

6 A. No.

7 Q. It's 8.7%, on my calculations. Is that not a pretty

8 hefty price-cut?

9 A. It's a significant amount of money, but it's not unusual

10 for a client to do exactly that.

11 Q. We can see that, of the price cuts that they were after,

12 in his simple spreadsheet, Mr Gibson had identified

13 a number of candidates, the third of which was cladding:

14 "Subject to planning approval - was mentioned in the

15 tender as 'alternative costs': £243k."

16 Did you see from this that the biggest element of

17 the £800,000 cost saving would come from saving £243,000

18 on the cladding?

19 A. Yeah, I mean, I remember thinking it was a bit of

20 a peculiar spreadsheet anyway, because you've got two

21 items identified for 343, and 800 grand to get to.

22 Q. Let's see what you say about this in your statement,

23 {RYD00094225/6}, paragraph 4.4. You say:

24 "Rydon submitted a tender, dated 14 February 2014.

25 Subsequent to Rydon's tender, I received an email dated

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1 13 March 2014 from David Gibson of KCTMO attaching

2 a spreadsheet indicating the areas where KCTMO sought to

3 achieve savings in the order of £800,000. The potential

4 savings identified included using aluminium rainscreen

5 cladding as an alternative to zinc rainscreen cladding.

6 My impression at this time was that Rydon was the

7 successful tenderer and that KCTMO wished to enter into

8 a contract with Rydon. KCTMO committed to

9 a pre-contract service agreement with Rydon, which

10 allowed work to get underway whilst these savings were

11 finalised."

12 So by 13 March, which is the date of this email

13 exchange and this spreadsheet we've just been looking

14 at, were you under the impression that Rydon was going

15 to be appointed?

16 A. Yes.

17 Q. But Rydon was also required to find £800,000 of savings

18 and, in addition to that, something to be able to enable

19 it to recoup the £212,000 costing error that had crept

20 into the calculations as a result of the "Frank-ism".

21 So is it right that you're about £1 million adrift

22 of your £9.2 million bid?

23 A. I wouldn't connect them like that. There's -- the

24 client wants to find 800 grand, and we have a 200 grand

25 error to accommodate.

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1 Q. So you're £1 million under water from your bid of
2 9.2 million?

3 A. We're not under water. The 800 grand is client choice.

4 MR MILLETT: Mr Chairman, is that a convenient moment for
5 a break?

6 SIR MARTIN MOORE-BICK: Yes, I think the shorthand writer
7 would probably welcome that now.

8 Mr Blake, we're going to have a short break now.
9 Same rules apply: no talking to anyone about your
10 evidence, please, and we will come back at 3.30.

11 So when you are ready, if you would like to go with
12 the usher.

13 THE WITNESS: Thank you.

14 (Pause)

15 SIR MARTIN MOORE-BICK: Good, 3.30, please. Thank you.

16 (3.17 pm)

17 (A short break)

18 (3.30 pm)

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

20 THE WITNESS: Yes, thank you.

21 SIR MARTIN MOORE-BICK: Good.

22 Yes, Mr Millett.

23 MR MILLETT: Mr Chairman.

24 Mr Blake, did you, or to your knowledge anybody else
25 at Rydon, tell the TMO that Rydon had made a £212,000

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1 costing error when putting in the bid?

2 A. No, no one told them that, no.

3 Q. Is there any reason why Rydon didn't tell the TMO that?

4 A. That's our pricing error, so there's nothing that they
5 can do about that.

6 Q. Right.

7 Now, I just want to put three pieces of evidence
8 together and then ask you a question about it, if I may.

9 On 7 January 2014, you described Grenfell as the
10 "best opportunity Rydon have", and we looked at that.

11 On 6 March 2014, you said that Rydon had been told
12 that they were in pole position informally and it was
13 "ours to lose".

14 On 11 March 2014, we see Jeff Henton telling your
15 colleagues, at least, that Rydon was in first place
16 amongst other tenderers.

17 My question, in the light of those three pieces of
18 evidence, is: do you accept that you didn't want to
19 endanger the position that Rydon was in by disclosing to
20 the TMO that you had made a costing error?

21 A. I would never go back to any client with a costing
22 error.

23 Q. Do you agree that Rydon's own budget, £212,000-odd plus
24 £800,000 value engineering to find, was under strain as
25 a result?

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1 A. No. That's due process to go through.

2 Q. I see.

3 Now, as at 13 March 2013 do you recall that the OJEU
4 process was still officially ongoing, in that none of
5 the tenderers, at least to your knowledge, had been told
6 the result?

7 A. Yeah, I didn't -- I didn't know that.

8 Q. I mean, at this stage, I think you still hadn't received
9 any formal notification from the TMO that you were the
10 winners.

11 A. No, you said there was a letter received later.

12 Q. Yes.

13 Now, can we look at your witness statement. It's
14 still on page 6 {RYD00094225/6}, paragraph 4.4. This is
15 13 March 2014, and this is in the context of the email
16 we have been looking at, Mr Blake, with the spreadsheet.

17 Halfway down the paragraph, you say:

18 "My impression at this time was that Rydon was the
19 successful tenderer and that KCTMO wished to enter into
20 a contract with Rydon."

21 Given the contact between the TMO and Jeff Henton
22 that we saw on 11 March in that email -- "Rydon are in
23 first place", it says -- it was rather more than an
24 impression, wasn't it, at the time?

25 A. Well, impression is that it's -- that's what I have been

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1 told, so that's why I said it like that.

2 Q. Looking at the spreadsheet we have been looking at, and
3 we can go to it again if you like, was it your
4 impression or understanding at the time that
5 Mr Maddison's request for a saving of £800,000-odd,
6 which had come through on the spreadsheet from
7 Mr Gibson, told you that the TMO had discovered that the
8 scheme they had put out to tender was in excess of its
9 own budget, and that it was contemplating significant
10 savings and changes to the tendered scheme as a result?

11 A. Yes.

12 Q. To your knowledge, were any other contractors given the
13 opportunity to consider those required savings?

14 A. I don't know.

15 Q. Do you accept that effectively Rydon had free rein to
16 cost the amount of any savings by way of value
17 engineering, unchecked or untested by quotes from other
18 contractors?

19 A. Yeah, put like that, but we've tendered on the basis of
20 the analysis that was done. This is a secondary event
21 that the client can choose to do.

22 Q. Can we go to {RYD00003302}, please. This is an email
23 from you to Mr Gibson in response to his email of
24 13 March. We saw earlier the one at the bottom of the
25 page, over to page 2. We're now on page 1. This is you

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1 back to David Gibson the same day copied to
 2 Claire Williams and Peter Maddison:
 3 "Hi David.
 4 "Understand what's required and see no reason why
 5 this can't be achieved.
 6 "Your spreadsheet says a Tuesday pm meet rather than
 7 Monday pm as email which would work perfectly.
 8 "As requested we will respond early Monday regarding
 9 opportunities for savings and timescales."
 10 Now, when you said that you could see no reason why
 11 this can't be achieved, how had you come to that
 12 conclusion?
 13 A. That's me putting a positive attitude in front of
 14 a prospective client.
 15 Q. Had you done any internal work at Rydon to see whether
 16 the spreadsheet was realistic?
 17 A. Not especially, no.
 18 Q. Is it fair to say that you were keen to oblige the TMO
 19 at this stage?
 20 A. Yes, and I think anybody in my position would be exactly
 21 the same.
 22 Q. Did you take any steps to satisfy yourself that
 23 an additional £800,000 saving under the price was
 24 achievable?
 25 A. No, I mean, I was keen to attend the meeting to talk

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1 about opportunities.
 2 Q. Yes.
 3 A. The client, for example, could omit the external works
 4 and save all their money themselves. So that's their
 5 choice, isn't it?
 6 Q. When you say you were putting a positive attitude in
 7 front of a prospective client, is it right that you were
 8 saying you see no reason why this can't be achieved
 9 without actually having done the internal work to work
 10 out for yourselves whether in fact the £800,000 saving
 11 could be achieved?
 12 A. It can be achieved in a multitude of ways, so I just go
 13 back to: meeting the client to discuss what
 14 opportunities there are.
 15 Q. Yes, but you hadn't had the internal discussion at Rydon
 16 and sat down with the £800,000 to find to work out for
 17 yourselves whether actually it could be achieved?
 18 A. No, but I put it out to the team to see -- to say, "Can
 19 you go and find it".
 20 Q. Now, "Your spreadsheet says a Tuesday pm meet rather
 21 than Monday pm".
 22 Do you remember going to a meeting on the
 23 Tuesday pm?
 24 A. Yes, I do, yeah.
 25 Q. Now, that Tuesday was 18 March 2014.

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1 In his witness statement, Mr Lawrence says that you
 2 attended that meeting along with Katie Bachellier, and
 3 you met David Gibson, Peter Maddison and
 4 Claire Williams. Do you recall that?
 5 A. Yes, but only, like I say, vaguely. I think it was in
 6 the estate office.
 7 Q. Do you recall what was discussed at that meeting?
 8 A. Not specifically. No, I don't.
 9 Q. In general?
 10 A. Went through the need to find a significant amount of
 11 savings, yeah, for the scheme to meet their budget.
 12 Q. Right. Let's see how we go.
 13 You see, there is nothing in your statement about
 14 that meeting. Do you know why that is? Why does your
 15 statement not cover this meeting?
 16 A. I didn't see any need to put it in there.
 17 Q. Right.
 18 It was quite an important meeting, was it not?
 19 Because this was the first time you were actually going
 20 to meet the prospective client in relation to this
 21 tender; no?
 22 A. Well, I didn't see a need to put it in there.
 23 Q. Very well.
 24 Do you remember whether options for cladding savings
 25 were discussed at that meeting?

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1 A. I know that as part of the tender we were asked to
 2 identify a saving for an alternative cladding
 3 manufacturer, which was the money that was identified on
 4 that spreadsheet. Nothing more than that.
 5 Q. Well, just unpicking that answer, that spreadsheet
 6 wasn't part of the tender pack that you were responding
 7 to, was it?
 8 A. The sheet that was emailed to me?
 9 Q. David Gibson's simple spreadsheet, yes.
 10 A. No, that wasn't.
 11 Q. No. The tender pack didn't actually ask for £800,000 of
 12 savings, did it?
 13 A. No, it didn't, no.
 14 Q. When you say, "as part of the tender we were asked to
 15 identify a saving for an alternative cladding
 16 manufacturer", which part of the tender precisely are
 17 you talking about?
 18 A. There was in there for -- I think for an alternate --
 19 there was a section for an alternative cladding.
 20 Q. Are you talking about the NBS specification?
 21 A. Well, that's where it was identified, but on the tender
 22 submission, the 243 was a figure that we quoted.
 23 Q. No, let's just get clarity here.
 24 I asked you whether you remember whether at the
 25 meeting options for cladding savings were discussed, and

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1 you just told us that, as part of the tender, you were
 2 asked to identify a saving for an alternative cladding
 3 manufacturer.
 4 A. That's right.
 5 Q. Now, I would like to know which part of the tender
 6 documentation, which went to all tenderers, asked for
 7 a saving for an alternative cladding manufacturer?
 8 A. My understanding is that was part of our tender
 9 submission. We were asked for an alternative price and
 10 we gave that as part of our tender submission.
 11 Q. I see. I see. You're not referring to the
 12 NBS specification, then, just so I'm clear?
 13 A. No, but I do know in the NBS specification the
 14 alternative cladding was identified.
 15 Q. But not for price purposes?
 16 A. Yes.
 17 Q. You think it was?
 18 A. Yes, definitely, yeah. That's what the alternative
 19 price was based on.
 20 Q. I thought you had told us that you didn't read the
 21 NBS specification until you became contract manager in
 22 October 2015, Mr Blake? Am I wrong about that?
 23 A. That's why I understand why that price was given,
 24 because that's where it was identified.
 25 Q. When did you first read the NBS specification and the

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1 alternative cladding specification?
 2 A. Well, I don't know, but it was -- it wasn't at tender
 3 stage.
 4 Q. Right.
 5 A. I'm saying my understanding of why that price was given
 6 at tender stage, which I thought that's what you were
 7 asking me.
 8 Q. Now, at that meeting -- I'll go back to my question --
 9 do you remember whether options for cladding savings
 10 were discussed?
 11 A. Only that that was -- that option was identified on that
 12 spreadsheet.
 13 Q. Did you have the spreadsheet at the meeting?
 14 A. I may have done. I don't recall.
 15 Q. Now, Mr Lawrence says that at that meeting you discussed
 16 what could be done to bring the project within the TMO's
 17 budget. Do you remember that?
 18 A. That was the purpose of the meeting.
 19 Q. That was the purpose of the meeting. My question was
 20 whether Mr Lawrence is right when he says that you
 21 discussed what could be done to bring the project within
 22 the TMO's budget. Was that what was discussed?
 23 A. I would love to say that's -- I can't recall, but that's
 24 my understanding of why we had the meeting.
 25 Q. Okay.

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1 Do you remember whether Rydon gave any assurances at
 2 the meeting that Rydon was able to meet the TMO's budget
 3 or budget requirements?
 4 A. No assurances.
 5 Q. Was there any discussion at the meeting about the level
 6 of quality that the TMO was looking for, or the
 7 compromises on quality that it was prepared to make in
 8 order to have the savings it wanted?
 9 A. No.
 10 Q. Was there any written record of this meeting?
 11 A. I don't think so.
 12 Q. Well, let me ask it this way: did you take a record, did
 13 you write notes?
 14 A. I didn't write any -- I didn't confirm anything to
 15 the -- well, I don't think that -- I don't recall doing
 16 that.
 17 Q. No. Do you remember seeing whether anybody else at that
 18 meeting took any notes of it?
 19 A. I don't recall.
 20 Q. Now, let's look at page 1 of this email run
 21 {RYD00003302/1}. We can see that your final email here
 22 was to Alan Sharrocks, Zak Maynard, Katie Bachellier and
 23 Simon Lawrence:
 24 "See email chain below and spreadsheet."
 25 Then we can see the attachment, "Rydon; potential

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1 cost reductions":
 2 "I have spoken to Harleys and said that if we can do
 3 some significant VE to match their budget we will be
 4 recommended.
 5 "I have asked them to re confirm their price to
 6 double check the allowances we have submitted.
 7 "I will have same conversation with JS Wright."
 8 Then you say:
 9 "Meanwhile lets have a brainstorm for further ideas
 10 and confirm figures on spreadsheet."
 11 Now, this is 13 March, I should have shown you that.
 12 So we're some days yet away from the 18 March meeting.
 13 Is it fair to say that you're the one at Rydon
 14 orchestrating the value engineering process?
 15 A. Yeah, getting it going, yes, definitely.
 16 Q. Getting it going and co-ordinating it, orchestrating it?
 17 A. Yes.
 18 Q. Yes.
 19 Is this email indicative of Rydon's process in
 20 undertaking value engineering, that it would go to its
 21 subcontractors to explore what savings Rydon could get
 22 from them and then collate them all and then pass them
 23 on to the client?
 24 A. It would be a way of doing it, yes.
 25 Q. You say, "I have spoken to Harleys"; do you know who you

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1 spoke to at Harleys?
 2 A. I don't recall.
 3 Q. Who was your prime contact at Harleys at this time?
 4 A. Either Mark or Ray. Mark Harris or Ray Bailey.
 5 Q. Do you remember the discussion that you had?
 6 A. No, I don't.
 7 Q. When it says "significant VE to match their budget",
 8 I assume you mean the TMO's budget?
 9 A. That's right, yeah.
 10 Q. So does it come to this: you were basically seeing
 11 whether Harley could give you the savings on the
 12 cladding so that you could give the TMO the price cut
 13 they were after?
 14 A. If there was -- yeah, against an element of value
 15 engineering, yes.
 16 Q. Yes.
 17 In using the term "VE", value engineering, did you
 18 consider whether the cut in prices for cladding needed
 19 to involve no loss of functionality or performance?
 20 A. I would take VE to mean that, yes.
 21 Q. And what about safety?
 22 A. The same thing.
 23 Q. Right.
 24 Can I look at {HAR00010160}. This is a document
 25 I don't think you will have seen at the time, certainly.

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1 It's come from Harley's records, and it's a sales/tender
 2 progress report compiled by Mark Harris, and it runs
 3 from 1 March 2013.
 4 Can I ask you to go to page 5 {HAR00010160/5},
 5 please, and look at the entry at the second from bottom.
 6 It's 13 March there, and it says:
 7 "MAH/RJB call received from Steve Blake at Rydon.
 8 He advised that Rydon have been told 'off the record'
 9 that they are in pole position, however, the job is over
 10 budget. Rydon are attending a meeting on Monday, and
 11 require us to confirm available [value engineering] for
 12 them to table. Agreed to provide this by tomorrow."
 13 So just looking at that, do you remember calling
 14 Harley on that day?
 15 A. I don't remember, but that's clearly that I've done it,
 16 so that's --
 17 Q. I think your recollection is right, MAH, Mark Harris,
 18 RJB, Ray Bailey, so those are the two people you called,
 19 it looks like, from this.
 20 A. That's what I would do, yeah.
 21 Q. It says that you told them that Rydon have been told off
 22 the record that they're in pole position. Is this
 23 record correct, that is what you told them?
 24 A. I don't recall, but if that's what's written, then
 25 that's what I did.

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1 Q. Right.
 2 Did you tell them to keep that a secret from the
 3 other tenderers?
 4 A. No.
 5 Q. Now, let's look at {RYD00003315}. This is an email from
 6 Mark Harris of Harley to you, dated 14 March, copied to
 7 Simon Lawrence, Katie Bachellier and Mike Albiston at
 8 Harley:
 9 "Steve
 10 "Please find the first round of V/E options attached
 11 for Grenfell Tower."
 12 He goes on to say in the second paragraph:
 13 "This has been presented to show the value of the
 14 compliant package, with V/E cost options below. The
 15 cladding is shown with 4 options for the main zinc
 16 areas. At the risk of stating the obvious, the cladding
 17 savings are not cumulative, only one of the four options
 18 can be selected."
 19 Then he goes on to say something about planners, "no
 20 doubt budget will be the driver here", and then he goes
 21 on to say in the third main paragraph that the
 22 architects would be:
 23 "... precious about retaining the spec for the zinc
 24 cladding, but no doubt budget will be the driver here."
 25 Focusing on that third paragraph there, did you get

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1 the message that face-fixed ACM panels would deliver
 2 significant savings, but the planners were not very keen
 3 on it and would prefer a cassette fix?
 4 A. Yes.
 5 Q. Did you understand at the time the difference between
 6 face-fixed -- which I think you and Harley had used at
 7 Camden, Chalcots -- on the one hand and cassette-fixed
 8 ACM panels on the other?
 9 A. I knew they were different arrangements of the façade.
 10 Q. Had you or, to your knowledge, anybody else at Rydon had
 11 any experience of using cassette ACM panels on any
 12 building?
 13 A. No, we hadn't, no.
 14 Q. Now, if we look at the attachment to this email, you
 15 will see at the top of this page in front of us, it
 16 refers to an attachment, "Proposed VE Cost Savings.pdf",
 17 14 March 2014. Let's look at it.
 18 First of all, I should ask you, did you open this
 19 attachment when you received this from Mark Harris?
 20 A. I can't say for sure, but I would imagine that I would
 21 have done.
 22 Q. All right. Let's look at it, {RYD00003316}. It's
 23 a document entitled "Grenfell Tower, London, Proposed VE
 24 cost savings", "Compliant bid". You can see that the
 25 compliant bid, based on Harley quotation dated

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1 29 January 2014: £3.7 million-odd, using Proteus zinc
 2 cassette cladding/birch-faced plywood window reveals,
 3 and then we see "Proposed V.E cost savings". Ignore the
 4 Wicon windows for the moment and the uPVC window
 5 reveals. Let's look at the four cladding savings:
 6 "Reynobond Natural Zinc cladding (cassette) in lieu
 7 of Proteus zinc cladding (cassette)."
 8 There is a saving of £157,000-odd.
 9 "Reynobond Natural Zinc cladding (face fix) in lieu
 10 of Proteus zinc cladding (cassette)."
 11 £279,000-odd saving.
 12 "Reynobond standard silver colour aluminium cladding
 13 (cassette) in lieu of Proteus zinc cladding (cassette)."
 14 £419,000-odd saving.
 15 Then:
 16 "Reynobond standard silver colour aluminium cladding
 17 (face fix) in lieu of Proteus zinc cladding (cassette)."
 18 A saving of £576,000-odd.
 19 Looking at that, do you recall opening that and
 20 studying it when you got it from Mr Harris on 14 March?
 21 A. Yeah, like I said, I would imagine that I would have
 22 opened it --
 23 Q. Yes.
 24 A. -- and looked at it.
 25 Q. And clearly, that would have indicated to you, did it,

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1 that Reynobond's ACM cladding panels were going to
 2 deliver much bigger savings than zinc cladding?
 3 A. Yes, that's right.
 4 Q. And that face-fixed fixings or system would give an even
 5 bigger saving than a cassette system?
 6 A. Yes.
 7 Q. Yes.
 8 By this time, was it accepted by you and Harley that
 9 ACM cladding would be used if an agreement could be
 10 obtained from the client and from RBKC's planning
 11 department?
 12 A. Erm --
 13 Q. Do you remember that?
 14 A. Well, based on the fact that they wanted to make
 15 savings, then if the planner accepted the change against
 16 what the permission was granted against, then yes, that
 17 would be carried through, yes.
 18 Q. Can I go to {RYD00003419}. We're going to come back to
 19 this document later in your evidence, Mr Blake, just so
 20 you know.
 21 Looking at this document, this is an email, the
 22 second email down, from Peter Blythe at Artelia to
 23 Peter Arnold at Rydon dated 18 March 2014.
 24 What was Peter Arnold's role in this exercise, do
 25 you remember?

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1 A. He was a, as the email title, senior bid manager, so he
 2 would have been responsible for the putting together of
 3 this tender.
 4 Q. You can see that it says:
 5 "Please find attached the notice of tender result
 6 for the works at Grenfell Tower."
 7 That arrives at 17.56 with him, and he sends that on
 8 to you 7-odd minutes later at 18.03 the same evening:
 9 "Confirmation of Grenfell appointment."
 10 Do you see that?
 11 A. Yes.
 12 Q. Was this after Rydon's meeting with the TMO on 18 March?
 13 A. Yeah, it must have been.
 14 Q. Yes.
 15 Is it fair to say that the arrival of this letter
 16 shows that you had done enough, so far as you saw it at
 17 the time, during that meeting earlier in that day to
 18 convince the TMO that you were able and willing to make
 19 the savings required?
 20 A. Yeah. I would still say that the tender was adjudicated
 21 on the 9.2.
 22 Q. Let's look at the letter attached. It's {RYD00003420},
 23 and it's the formal letter which was sent to say that
 24 Rydon was the preferred bidder. Let's just have both
 25 pages of the letter up together at the same time, if we

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1 can, pages 1 and 2 {RYD00003420/2}. It's dated
 2 18 March 2014, "Notice of preferred bidder status".
 3 If you look at the first two paragraphs, you can see
 4 what Artelia say about the position. They tell you that
 5 you are the preferred bidder, and it's the intention of
 6 KCTMO to enter into a contract with you subject to the
 7 agreement on the site boundary and formal approval from
 8 the KCTMO board and RBKC. Then there is a standstill.
 9 It's a long letter, but I think you can take it from
 10 me that there is no reference in there anywhere to the
 11 discussions that you had been having over the previous
 12 seven days with the TMO in relation to value
 13 engineering.
 14 Does that correspond with your understanding or
 15 recollection? We can look at the document.
 16 A. Yeah, it does, yeah.
 17 Q. Nor is there any reference in it to the contract or the
 18 obtaining of the contract being conditional on any
 19 further approvals by the TMO as to price.
 20 A. Yes.
 21 Q. Do you know why that was?
 22 A. Because the tender was adjudicated on the 9.2 bid.
 23 Q. Right.
 24 A. And that's what the comparison was made against. If the
 25 client wishes to make changes thereafter, that's up to

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1 them.

2 Q. It looks as if the decision -- and if you can help me

3 with this, please do, and if you can't, then you can't,

4 but it looks as if the decision to appoint you as

5 preferred bidder was made not only on the basis of the

6 fact that Rydon had initially put in the lowest bid, but

7 also on the basis that you had satisfied the TMO that

8 you could achieve £800,000 worth of value engineering

9 savings. Is that how you saw it?

10 A. No. I see it that it's been awarded on the basis of the

11 tender that we submitted.

12 Q. Did it occur to you at the time that, having given you

13 formal preferred bidder status on your bid price, you

14 could then hold them to that instead of agreeing to

15 a cut in your price of £800,000?

16 A. That's their choice, not ours.

17 Q. Yes.

18 A. We -- that's a basis upon what we -- they would want to

19 contract with us.

20 Q. Once you had obtained preferred bidder status formally

21 like this, what was to stop you telling the TMO that

22 actually the £800,000 wasn't doable and that you were

23 going to stick to the tender price?

24 A. Because the value engineering exercise was the client

25 changing the basis of the tender. We could put forward

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1 a suggestion for them to consider, but the change is

2 down to them.

3 Q. You say the value engineering exercise was the client

4 changing the basis of the tender?

5 A. That's right.

6 Q. Do you know whether the client told other bidders that

7 they were changing the basis of the tender?

8 A. That's after the tender adjudications or comparison has

9 been done.

10 Q. Indeed, Mr Blake. That's the point. Were you aware

11 whether the TMO, after the adjudication, had told other

12 tenderers that a value engineering exercise was being

13 pursued?

14 A. I didn't know what they had spoken to the others about.

15 Q. Was there a secret understanding or arrangement behind

16 the scenes that if you agreed to reduce your contract

17 price by £800,000, you would get the job, and you didn't

18 feel as if you could go back on that?

19 A. There was no secret arrangement.

20 Q. Did it occur to you at the time that if this exercise of

21 changing the basis of the tender, as you put it, came to

22 the knowledge of the other tendering contractors, the

23 tender process and Rydon's appointment as preferred

24 bidder would be likely to be subject to a challenge?

25 Did that occur to you?

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1 A. I didn't consider that for a moment.

2 Q. Okay.

3 A. All I was -- I see that a fair tender has been carried

4 out, we bid, and we were chosen. Thereafter, should the

5 client wish to make adjustments to their budget, that's

6 their volition.

7 Q. You see, it wasn't thereafter, is my point, it was

8 before the decision to appoint you, and I just wonder

9 whether you can shed any light on why the discussions

10 about value engineering had taken place prior to

11 18 March as opposed to consequent or subsequent to it?

12 A. Yeah, it's at the same time, as far as I'm concerned.

13 Q. Right.

14 Can I ask you to look at {HAR00010160}. This is

15 back to Mark Harris' sales/tender progress report that

16 we looked at earlier. I'd like to go to page 6

17 {HAR00010160/6} in that document and go to the middle of

18 the page, next to the words "FILE NOTE". There's

19 an entry for 2 April 2014 and it says:

20 "Simon advised via Mike Albiston that no decision

21 will be made on V/E until the contract has been formerly

22 awarded, to avoid other m/c's [main contractors] being

23 given the impression that they were not given equal

24 opportunity to look at V/E. In the interim, we have

25 been asked to obtain a Nedzink sample for comparison

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1 purposes. The current exercise of obtaining alternative

2 samples is being referred to as the 'design process.'

3 Were you aware at the time that Mr Lawrence was

4 having these discussions?

5 A. No.

6 Q. Looking at the first sentence there, it says:

7 "... to avoid other m/c's being given the impression

8 that they were not given equal opportunity to look at

9 V/E."

10 Did these reflect internal concerns which had been

11 discussed at Rydon?

12 A. I have no knowledge of that.

13 Q. You have no knowledge of that.

14 It seems that Mr Lawrence was of the view, looking

15 at this, that no decision would be made on VE until

16 after the formal award of the contract because other

17 main contractors didn't -- well, in order, as it says,

18 to avoid other main contractors being given the

19 impression that they were not given equal opportunity to

20 look at VE.

21 Did you understand that that was the purpose behind

22 making a decision on value engineering?

23 A. No, I didn't, no. I go back to my previous statement,

24 that the tender was awarded on the 9.2 scheme.

25 Q. I see.

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1 Now, I want to go back and look at cladding options.
 2 Could you please turn to {RYD00003489}. This is
 3 an email from Katie Bachellier to Peter Maddison and
 4 Claire Williams, copied to Simon Lawrence and to you, on
 5 20 March 2014, and it reads:

6 "All,
 7 "Further to our meeting on Tuesday, please find
 8 attached our summary list of Value Engineering options.
 9 "As discussed, we will continue to look for further
 10 savings and identify them as we progress."

11 Now, you got this at the time.

12 Do you recall that this shows that steps were being
 13 taken during the OJEU standstill period that was
 14 referred to in the letter we saw, the 18 March letter
 15 which said that you were preferred bidder?

16 A. Yeah, I don't see anything unusual with that.

17 Q. What meeting is Ms Bachellier referring to?

18 A. Well, it must have been the meeting at the ... at the
 19 TMO.

20 Q. Of 18 March?

21 A. I assume so, yeah.

22 Q. Yes.

23 Now, look at the top of the page at the first two
 24 attachments. You can see that the first one is
 25 "VE Options 18.03.14" and the second one "Cladding VE

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1 Options 18.03.14". Do you see that?

2 Let's just turn to the first one called "VE
 3 Options", if we can. That's {RYD00003490}. It's
 4 entitled "Grenfell Tower, Value Engineering Options",
 5 and if you look at the headings it covers a number of
 6 elements of the project. The right-hand side shows
 7 a number of figures for savings, and the bottom shows
 8 total possible savings listed as £862,041. That figure
 9 is slightly more than the £800,000-odd that Mr Gibson
 10 had proposed.

11 On the face of those figures, do you accept that it
 12 would appear that Rydon was able to find the TMO the
 13 savings that it needed to bring the project within the
 14 revised budget?

15 A. If the TMO wanted to instruct them, then they could save
 16 themselves that money.

17 Q. If the TMO wanted to instruct who, sorry?

18 A. Us.

19 Q. I see. You said "them", but you mean Rydon, do you?

20 A. Yes, I do, yeah.

21 Q. Let's look at the top of the document and look at the
 22 figure for cladding, "Aluminium in lieu of zinc", and
 23 you can see a figure of minus £293,368.

24 Looking at that, Mr Blake, do you accept that,
 25 therefore, as at this stage, Rydon was confident that it

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1 could meet the TMO's target of saving £800,000,
 2 including a saving of £293,368 by using aluminium in
 3 lieu of zinc for the cladding?

4 A. Yes.

5 Q. Yes.

6 A. Yeah, I do, yeah.

7 Q. Yes.

8 On what conclusions, do you remember, was the
 9 £293,368 based?

10 A. I don't know.

11 Q. Let's turn to look at the other attachment,
 12 {RYD00003491}, "Cladding VE Options 18.03.14", and here
 13 we can see four figures. So you have got alternative
 14 zinc and alternative zinc, cassette and face-fixed, and
 15 the relative savings there. Then alternative aluminium
 16 system cassette, a saving of £293,368, which is the
 17 figure we saw a moment ago in the first document, and
 18 then alternative aluminium system face-fixed, £376,175.

19 Do we take it that that's where the figure comes
 20 from? It's the cassette-fixed ACM which is the
 21 293 figure we saw in the first document?

22 A. Yeah.

23 Q. Yes.

24 Now, both of these documents have 18 March 2014 in
 25 the title, and that's the day of the meeting we

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1 discussed earlier that we had with the TMO, or you had
 2 with the TMO, to discuss value engineering.

3 Do you remember whether these documents were
 4 presented to the TMO at that 18 March meeting?

5 A. I don't recall.

6 Q. You don't recall?

7 A. No.

8 Q. We've already seen that Harley sent you a document
 9 showing potential cladding savings on 14 March, which is
 10 four days before the 18 March documents were produced.

11 Can we please have that up alongside this document,
 12 and that's {RYD00003316}. I would like to look at both
 13 documents side by side, if we can.

14 The one on the left is what you're showing the TMO
 15 on 20 March, and the one on the right is what Harley had
 16 shown you on 14 March. If we compare them, we can look
 17 at the bottom two entries, Harley on 14 March,
 18 right-hand side, was suggesting that the two options for
 19 ACM cladding, cassette and face-fixed, would produce
 20 savings of £419,000-odd and £576,000-odd respectively;
 21 yes?

22 A. Yes.

23 Q. But you were telling the TMO that you could get savings
 24 on the cassette aluminium system of £293,000 as opposed
 25 to £419,000, and for face-fixed £376,000 as opposed to

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1 £576,000, a full £200,000 difference.
 2 My question is: why was Rydon telling the TMO that
 3 the savings which could be achieved on the switch to ACM
 4 were more than £100,000 less than the lowest of Harley's
 5 own figures?
 6 A. Change in a contract environment is a way of creating
 7 margin for a contractor, and that's what we've done
 8 here.
 9 Q. Is that a polite way of saying that you were showing the
 10 TMO rather less by way of savings than you were getting
 11 from Harley and pocketing the difference?
 12 A. At that point in time, yeah.
 13 Q. At that point in time.
 14 Given that you had appreciated long prior to this
 15 that the budget was a priority for the TMO, was it not
 16 Rydon's responsibility to alert the TMO to the fact that
 17 Harley had suggested far greater savings than you were
 18 letting on?
 19 A. We had made a choice to put that saving to them, so
 20 that's how it is.
 21 Q. That's how it is.
 22 Let's look at the bottom entry in each document,
 23 face-fixed, that shows that Rydon stood to make a gain
 24 of just over £200,000 on the difference between what
 25 Harley were offering you as a saving on aluminium

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1 face-fixed and what you were passing on to the TMO for
 2 face-fixed.
 3 Why didn't you pass that saving on directly to the
 4 TMO instead of taking some for yourself?
 5 A. Because that's where it was decided to -- the saving to
 6 give to the client.
 7 Q. Who made the decision only to pass on £376,000 of the
 8 £576,000 to the client?
 9 A. I don't know, but I'm responsible for that, so it's me.
 10 Q. And the same in relation to the aluminium cassette, 293
 11 as opposed to 419, was that you again?
 12 A. Yeah.
 13 Q. Do you accept that if face-fixed was chosen, Rydon
 14 would, in one fell swoop, recover almost all of its
 15 £212,000 pricing error?
 16 A. If that came to pass, then possibly. There was the
 17 negotiations with Harley to complete prior to that.
 18 Q. Do you accept that it was therefore in Rydon's own
 19 interests to push the selection of face-fixed ACM panels
 20 because that was the most obvious way for Rydon to
 21 recoup its £212,000 costing error?
 22 A. That is a mechanism to do that, yes.
 23 MR MILLETT: Yes.
 24 Mr Chairman, I have come to the end of this topic,
 25 and I am grateful for you sitting a bit later. I'm

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1 going to turn to a different topic.
 2 SIR MARTIN MOORE-BICK: Then that's probably a good point at
 3 which to call a halt for today, isn't it?
 4 MR MILLETT: Yes.
 5 SIR MARTIN MOORE-BICK: Right, thank you.
 6 Well, at that point, Mr Blake, we will call a halt
 7 for today. We will have to ask you to come back
 8 tomorrow, I'm afraid, for some more questions. We will
 9 sit again at 10 o'clock tomorrow.
 10 While you're away, please don't talk to anyone about
 11 your evidence or anything to do with the refurbishment.
 12 THE WITNESS: Okay.
 13 SIR MARTIN MOORE-BICK: We look forward to seeing you
 14 tomorrow morning.
 15 So if you would like to go with the usher now.
 16 THE WITNESS: Thank you.
 17 SIR MARTIN MOORE-BICK: Thank you very much.
 18 (Pause)
 19 Right, thank you very much. 10 o'clock tomorrow.
 20 Thank you.
 21 (4.15 pm)
 22 (The hearing adjourned until 10 am
 23 on Wednesday, 29 July 2020)
 25

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