

OPUS 2

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Grenfell Tower Inquiry

Day 50

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1 Thursday, 8 October 2020
2 (10.00 am)
3 SIR MARTIN MOORE-BICK: Good morning, everyone. Welcome to
4 today’s hearing. Today we’re going to begin by hearing
5 further evidence from Mr Booth of Artelia .
6 So could you ask Mr Booth to come in, please.
7 MR PHILIP BOOTH (continued)
8 Questions from COUNSEL TO THE INQUIRY (continued)
9 SIR MARTIN MOORE-BICK: Good morning, Mr Booth.
10 THE WITNESS: Good morning.
11 SIR MARTIN MOORE-BICK: Ready to carry on?
12 THE WITNESS: Yes.
13 SIR MARTIN MOORE-BICK: Good, thank you very much.
14 Yes, Ms Grange.
15 MS GRANGE: Good morning, Mr Booth.
16 A. Good morning.
17 Q. I want to start this morning by asking you some
18 questions about the decision to re-procure the project
19 that happened in 2013.
20 We know when you started on the project, you started
21 in April 2013. Were you aware that Artelia’s cost
22 estimates at that stage were in excess of the TMO
23 budget?
24 A. Yes, I was.
25 Q. And were you aware that Leadbitter’s cost estimates were

1

1 even further in excess of the TMO budget?
2 A. Yes, I was.
3 Q. If we just look at paragraph 45 of your first witness
4 statement, if we can go to {ART00008527/10}, you say
5 this :
6 "Although I had limited direct interaction with
7 Leadbitter my impression of them as a contractor was
8 that they were not open or transparent about how they
9 had built up their figures in their costs estimate for
10 the Project."
11 So you say that there. But is it right, and did you
12 understand at the time, that Ms Lim, the quantity
13 surveyor for Artelia , was working closely with
14 Leadbitter at this time?
15 A. Yes.
16 Q. Is it right that, as a result of her work, the gap
17 between Artelia’s cost analysis and Leadbitter’s costs
18 was narrowing?
19 A. It was, yes.
20 Q. When you joined the project -- you’ve said you were
21 aware of these discrepancies between the budget and
22 Leadbitter’s and Artelia’s cost estimates -- did you
23 think the TMO could afford the project as things stood
24 at that time?
25 A. Well, no, because at that time the estimate was in

2

1 excess of what the budget was, so something needed to be
2 changed.
3 Q. Yes.
4 Now, can we go, then, to the status report for the
5 TMO that Artelia produced in April 2013. This is
6 {ART00009101}.
7 Now, bearing in mind the date of 23 April 2013, is
8 it right that this was produced pretty much at the
9 moment you were joining the project?
10 A. Yes, it was.
11 Q. But are you familiar with this status report?
12 A. I am.
13 Q. Can you help us, who drafted it?
14 A. Robert Powell.
15 Q. Right. And can you recall when you first read it?
16 A. It was when -- you know, around the time it was issued.
17 It was part of the -- it was a good document, actually,
18 for bringing me up to speed as to where the project was,
19 because it articulated , you know, the position of
20 where -- you know, it was a status report as of the
21 status of the project as of April 2013, so ...
22 Q. Yes.
23 If we turn on to page 5 {ART00009101/5}, in the
24 second paragraph, we can see why the report’s been
25 created. It says there:

3

1 "It has been generated, because progression of the
2 scheme has been extremely slow since before the
3 beginning of 2013 and there are obvious indications that
4 the scheme as it stands remains outside the parameters
5 set for the project relating to time and cost, which
6 continues to hamper progress."
7 So we get that there.
8 Then in the middle of this page we see in bullet
9 point form a summary of the contributory factors to that
10 situation , and we can see there:
11 •" Client brief has been allowed to develop in a
12 piecemeal fashion over time;
13 •" Absence of a controlled and managed scope for the
14 project;
15 •" Late commitment to a defined construction
16 budget."
17 Et cetera, and there are a number of factors there
18 that are mentioned.
19 Did you have any view at this time that you read
20 this about those contributory factors? Did you agree
21 with them?
22 A. Well, obviously I was just coming on to the project, and
23 so I had no reason not to believe them, because I had no
24 experience of anything other than what was being
25 presented.

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1 Q. I understand.
 2 Then if we go on to page 18 {ART00009101/18} of this
 3 report, at the bottom of the page, immediately above the
 4 numbered list, we can see that it says:
 5 "Whilst it is expected that prices to be received
 6 from either Higgins or Lakehouse may improve upon those
 7 submitted to date by Leadbitter, there would need to be
 8 some significant work to align all the figures and to
 9 determine if this course might give better value."
 10 Then it says:
 11 "Whilst this exercise is still underway, Appleyards
 12 would suggest this is not a viable option, for the
 13 following reasons ..."
 14 Then if you can see, a number of reasons are given
 15 as to why in this report it was said it was not a viable
 16 option to effectively get others to pitch in for the
 17 project or tender for the project.
 18 We can see at 1:
 19 "[Project QS] project costs maintain that the
 20 overall cost of the scheme is in excess of the budget,
 21 which would indicate more fundamental action is required
 22 rather than to just change the contractor."
 23 Then there are other factors, including throwing up
 24 legal questions, and then at 3:
 25 "Replacing the Principal contractor at this stage

5

1 will incur additional time and expense without the
 2 guarantee that the TMO would be any better served by the
 3 replacement."
 4 So we can see that's very clear advice from Artelia
 5 at this stage.
 6 Then if we can go to page 25 {ART00009101/25} and
 7 look at the conclusions and recommendations of this
 8 report, I want to start looking at the second paragraph
 9 down. It says there:
 10 "The project is currently over budget with little
 11 expectation that if left to iterative reviews with the
 12 contractor giving diminishing returns, that costs will
 13 be aligned or reduced sufficiently to make the scheme
 14 affordable."
 15 Then in the third paragraph it says:
 16 "The TMO has advised it has desires to change the
 17 overall scheme to accommodate a change in brief and the
 18 proposed VE options to afford these proposed changes may
 19 be consumed simply to bring the existing scheme within
 20 the realms of affordability."
 21 Do you see that there?
 22 A. Yes, I do.
 23 Q. Then if we look within these conclusions at the third
 24 paragraph from the bottom of this page, we can see it
 25 says there, two up from the numbered paragraphs:

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1 "Accordingly, it is Appleyards opinion that unless
 2 the project, in its current guise, is stopped and a
 3 fundamental review embarked upon to re-define the scope,
 4 programme and cost, it will fail."
 5 So we can see that that was the advice being given
 6 by your colleagues in this report at that stage; is that
 7 correct?
 8 A. That's right.
 9 Q. Then there are some numbered recommendations at the
 10 bottom of this paragraph, in the conclusions, and we can
 11 see those recommendations there.
 12 Is it fair to say, therefore, that Artelia's primary
 13 recommendation was to stop the project and fundamentally
 14 review the project scope, programme and cost?
 15 A. Yes. I think the purpose of this was to say, "Well,
 16 look, something needs to change", and this was sort of
 17 drawing a line in the sand and saying, "This is where
 18 we've got to, what do we want to do to make this project
 19 a success? And there are going to have to be some
 20 decisions made."
 21 So this was produced, and then Appleyards produced
 22 a near-term action plan that was off the back of this to
 23 bring the project back into a proceedable project.
 24 Q. It's right, isn't it, that at this stage Artelia was
 25 advising against re-procuring the main contractor

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1 because it was thought that changing contractor would
 2 not address the fundamental problems that had been
 3 identified here?
 4 A. We wanted to make it clear, I think -- Robert wrote this
 5 report, but I think the answer to it wasn't just getting
 6 another contractor. My experience at the time -- I did
 7 have limited dealings with Leadbitter -- is that whilst
 8 we were narrowing the gap, they were very much busy on
 9 the Kensington and Chelsea Academy project at the back.
 10 Q. Yes.
 11 A. And I think the procurement decision at the beginning
 12 was: the sites are very close to each other, there will
 13 be economies of scale that can be gained by having the
 14 same contractor do both, and there won't be any sort of
 15 difficulties with logistical arrangements,
 16 contractually, already relationships set up. But as --
 17 that had almost run its course. There had been a number
 18 of iterations between Chweechen and Leadbitter, and it
 19 was obvious that it wasn't getting any further down that
 20 course.
 21 Q. I see, yes.
 22 If we move forward with the chronology, if we can
 23 now go to {ART00006252}, this is an email from
 24 Robert Powell to you, you're the main recipient of this
 25 email, Simon Cash is then copied in, and it's on

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1 21 May 2013, and we can see it says:
 2 "Philip
 3 "Interesting meeting this am!
 4 "Basically - Peter Maddison has been over-ruled by
 5 Laura Johnson
 6 "She wants to keep the works for the boxing club and
 7 nursery and doesn't want to progress the kitchens &
 8 bathrooms at this stage necessarily
 9 "Also PM ..."
 10 Is that Peter Maddison?
 11 A. That's what I understood it to be, yes.
 12 Q. "... not keen on progressing with Leadbitter
 13 "Our report kicking this all off was based upon the
 14 objective of preserving programme - This now not so
 15 important. Value for money is
 16 "Accordingly we are likely to reprocur scheme via
 17 OJEU!
 18 "We are planning a status update meeting ... on
 19 6th June ..."
 20 And we will look in due course at what happened in
 21 that.
 22 So you are getting this email on 21 May.
 23 Just taking this in stages, what did you understand
 24 Robert Powell to be saying to you when he uses the
 25 phrase "Peter Maddison has been overruled by

1 Laura Johnson?"
 2 A. So Peter Maddison, I believe, reported in to
 3 Laura Johnson at Royal Borough of Kensington and
 4 Chelsea, and we had been reporting in to Peter Maddison
 5 as Artelia, and the project driver when we started was
 6 a desire to ensure that Grenfell Tower was included as
 7 a project at similar times to the Kensington and Chelsea
 8 Leisure Centre and Academy behind. And I believe the
 9 driver from the TMO on that was there was a lot of
 10 political pressure to demonstrate that Grenfell Tower
 11 wasn't being forgotten.
 12 Q. Yes.
 13 A. That they were -- there was still going to be money
 14 spent on the tower and not just a shiny new academy and
 15 leisure centre behind, but also the tower would be
 16 built, and I know that there was concern because a lot
 17 of residents were complaining, like, "What's
 18 happening?", you know, "You're not going to improve our
 19 tower, we're going to get forgotten". So I think the
 20 TMO were very aware that they wanted this project to
 21 proceed, and so programme was really important to them,
 22 as in doing it -- not quickly, but that was their
 23 primary driver.
 24 That informed, obviously, that status report we
 25 originally wrote, and if programme is the primary

1 driver, then negotiating with an existing contractor
 2 saves programme. But it may -- in general project
 3 management terms, it may well cost you more because you
 4 negotiate with one contractor.
 5 Q. I understand that, and I understand here you're being
 6 told now programme is not so important --
 7 A. Yes.
 8 Q. -- and that value for money is, but we've seen that
 9 Artelia's written advice was that the biggest problem,
 10 the most fundamental problem, was that the budget was
 11 too low.
 12 A. Well, I think -- yes. Also, you can see that we'd been
 13 talking to them about what is going to change to the
 14 actual scope of the project. So it's not just about
 15 changing the contractor. So you see there she wants the
 16 works to the boxing club and nursery -- we were talking
 17 at that time, "Okay, maybe, if we've got to bring it
 18 back into budget, here are some of your choices".
 19 Q. I see.
 20 A. "You can exclude doing the boxing club or you can
 21 exclude doing works to the garages or you can exclude
 22 doing -- you know, some works, that's how you were going
 23 to bring it into budget", and at the same time they were
 24 saying, "Actually, we would like to improve the kitchens
 25 and bathrooms in the residents ..."

1 So there was -- our status reports did enact the TMO
 2 into considering alternatives; not just changing the
 3 contractor, but also looking at what could also change
 4 in the project to bring it into budget.
 5 Q. I see. So what you're saying, I think, to us is that
 6 you still thought that fundamentally revisiting the
 7 scope of the project was also a necessary next step?
 8 A. Yes.
 9 Q. In terms of value for money and the difference between
 10 going from programme to value for money, was that
 11 a polite way of saying that RBKC and TMO were now
 12 interested in doing the works as cheaply as possible,
 13 even if that took longer?
 14 A. So value for money is often something that clients ask
 15 for, and there's three primary drivers in projects:
 16 price, quality and time. Which one's the most important
 17 to you will make your decision -- you know, help you
 18 make decisions. It doesn't mean you throw the others
 19 out, but, yes, if you want to bring the price down, then
 20 it might take a bit longer, and that's what's being
 21 requested here: we're not so precious about the time, we
 22 want to make sure we're getting the best value for the
 23 money we're spending.
 24 Q. I see.
 25 A. And that's quite -- particularly public sector funding,

1 value for money is exceptionally important, and being
 2 able to demonstrate and audit that.
 3 Q. Can we now go to the addendum status report that was
 4 produced in May 2013 by Artelia, {ART00006232}. We can
 5 see this is dated May 2013, and if we go on to page 3
 6 {ART00006232/3} of it, we can see that it was authored
 7 by Robert Powell and checked and approved by
 8 Robert Powell as well, and then it's issued on
 9 24 May 2013. Do you see that there?
 10 A. Yes.
 11 Q. Did you read this report when it was produced?
 12 A. Yes, I did.
 13 Q. Were you aware that the advice that Artelia was giving
 14 in it had changed?
 15 A. Yes.
 16 Q. It's right, isn't it, that Artelia had completely
 17 changed its position, given the change in the client's
 18 requirements, in terms of re-procurement of the project?
 19 A. That's correct.
 20 Q. You say in your first witness statement at paragraph 50
 21 {ART00008527/11}, and the first part of paragraph 50,
 22 you agreed with the conclusion reached in the original
 23 report to stick with Leadbitter and avoid delay going
 24 down a longer procurement route.
 25 Did you agree with the change of advice given in

1 this addendum report?
 2 A. Yes, I still did, because, you know, there had been
 3 a change of primary focus of what the client wanted, and
 4 depending -- you know, the client's primary driver does
 5 affect their procurement decision. It's often one of
 6 the things we do talk about on projects, you know,
 7 what's most important to you, and different projects
 8 will have different levels of importance.
 9 Q. Let's just look at the bottom of page 6 {ART00006232/6}
 10 and on to page 7, just so we can see that change of
 11 advice.
 12 If we look at the bottom, it is said there, above
 13 the bullet points:
 14 "In light of the changed emphasis of the project
 15 brief, we seek to amend our recommendation to the TMO as
 16 follows ..."
 17 Then what we can see is basically you're saying:
 18 "Cease design activity on anything other than
 19 re-configuring the scope of the project
 20 "Conduct options appraisal ...
 21 "Re-programme the project ...
 22 "Revise planning submission ...
 23 "Review options to replace the contractor with the
 24 target of improving value for money - Framework/OJEU
 25 option to be considered."

1 We can see that there. So you have set out the
 2 stages with this changed advice.
 3 A. Yes, and we're continuing to say it's not just about
 4 changing the contractor, there is still needing to be
 5 reconfiguration of the scope.
 6 Q. So, just to be clear, you felt that this was the correct
 7 advice to be giving at the time, did you?
 8 A. I supported it, yes, what Robert was proposing.
 9 Q. If we can now go to {ART00006418}, this is an email from
 10 Robert Powell to you and Simon Cash on 22 May 2013 where
 11 he's attaching this addendum report that we just looked
 12 at. He says in the first line:
 13 "Attached my draft addendum to our April report to
 14 the TMO."
 15 Then he says this:
 16 "Fundamentally this is a bit of political
 17 lubrication to give the TMO justification to go against
 18 the recommendation in our original report which
 19 suggested they keep Leadbitter involved with the
 20 project."
 21 Then he talks about when he would like to be issuing
 22 the report.
 23 Now, this email was sent to you but you don't
 24 mention it anywhere in your witness statement. Can you
 25 help us as to why that might be?

1 A. I didn't think it was particularly pertinent.
 2 I received many, many emails on this project.
 3 Q. Yes, I think you exhibit over 450 documents, but this
 4 one wasn't one of them.
 5 A. Yeah.
 6 Q. What did you understand the phrase "political
 7 lubrication" to mean there in that second paragraph?
 8 A. I didn't really give it a great deal of thought. I'm
 9 not sure what Robert meant by that. I mean, I can -- he
 10 was quite flamboyant with his language sometimes,
 11 Robert, as an individual. My impression was simply this
 12 was -- the client had a report by their professional
 13 team telling them to do one thing, they changed their
 14 project driver, so they needed, before they went to the
 15 board, you know, the new advice that was appropriate to
 16 the new driver. That's, you know, the TMO following
 17 their professional advice.
 18 Q. I see. And you were entirely comfortable with that,
 19 were you, in the circumstances?
 20 A. It didn't cause me any concern.
 21 Q. If we can now go to {ART00009020/2}, we can see an email
 22 of 24 May 2013 at 16.27. This is from Robert Powell to
 23 Peter Maddison and Paul Dunkerton, and you and
 24 Simon Cash are both copied in. We can see it says:
 25 "Please find attached the addendum to our report we

1 discussed. This should now give you the comfort you are
2 looking for to proceed with looking to re-procure the
3 construction against our earlier recommendation (which
4 was based on now obsolete information)."

5 So we can see that there.

6 Then if we go up to the top of page 1
7 {ART00009020/1}, we can see David Gibson's response --
8 you're still copied in to this -- to Robert Powell, and
9 he thanks him for it, and then in the second line he
10 says:

11 "The recommendations within the addendum are in line
12 with our discussions of last week, and allows us to
13 progress towards re-procuring the construction."

14 Now, those discussions, where he says "in line with
15 our discussions last week", do you know what he was
16 referring to there? Who were those discussions between?

17 A. I don't know.

18 Q. You don't know?

19 A. I mean --

20 Q. Were you present during any discussions in which this
21 change of advice and this addendum was discussed?

22 A. No.

23 Q. Okay.

24 A. But I assume it was because, like the emails all say
25 before, that you said, which -- the change of driver

1 means the change of strategy.

2 Q. Yes.

3 Now, moving forward again, we saw in an earlier
4 email that there was a proposal to discuss this --
5 actually, we can see it here in this email -- proposal
6 to meet again on Thursday the 6th, that's Thursday,
7 6 June.

8 If we can go to the minutes of that meeting,
9 {ART00009106}, we can see this is called a TMO meeting,
10 and you authored the minutes for this meeting and took
11 the minutes. Is that correct?

12 A. Yes, it is.

13 Q. Then if we look at the bottom of the first page, at
14 point 2.1, under "Contractor procurement", the minute
15 reads:

16 "PM ..."

17 Is that Peter Maddison?

18 A. I think so, yes.

19 Q. So it's --

20 A. It will be in the brackets a little bit --

21 Q. Yes, I think this is Peter Maddison.

22 A. Yes.

23 Q. "PM requested Appleyards to review the previous addendum
24 report to include greater detail on programme and costs
25 to demonstrate that tendering the contract will deliver

1 greater value for money, the main project driver."

2 Do you see that there?

3 A. I do.

4 Q. Then:

5 "Programme implications of OJEU vs. [London Housing
6 Consortium] framework to be issued to PM by 11/6."

7 So by that, do we understand that the TMO requested
8 a further revision of Artelia's addendum report?

9 A. My memory on that was that what they were interested in
10 was what were the timing issues. So we'd advised that
11 it would take them longer to re-procure than the
12 previous strategy of negotiating with Leadbitter, and
13 there was a decision to be made between going with
14 an OJEU procurement process or the other framework, and
15 they wanted us to do a bit more work, to be more
16 detailed in what are the two programme implications of
17 those two options, to see if one was a bit quicker or
18 one was a bit slower, which I did.

19 Q. Just going back to the "PM requested Appleyards to
20 review the previous addendum report", was Peter Maddison
21 telling Artelia that the report had to demonstrate that
22 tendering the project would deliver greater value for
23 money?

24 A. No. I think it was mainly he wanted more detail on the
25 programme to -- of one of these procurement routes.

1 Q. Well, the minute does record that he wanted greater
2 detail, but then it says "to demonstrate that tendering
3 the contract will deliver greater value for money, the
4 main project driver". Was that your view, that
5 tendering would deliver greater value for money?

6 A. You don't know until you tender it, but you can -- it's
7 evidently demonstrable, if you have gone to the market
8 and tendered the work, that's how much it costs. So
9 that is what it costs.

10 Prior to that, an estimate by a professionally
11 qualified quantity surveyor like Chweecheen, or even
12 an estimate by Leadbitter, is just that: an estimate.
13 So open procurement, whichever way we went on here,
14 would demonstrate that is what it cost to do this.

15 So value for money would be demonstrated. I think
16 what you're saying is: can it be demonstrated that it
17 would be cheaper than what we had on the table for
18 Leadbitter at that time.

19 Q. Yes, would tendering it deliver greater value for money?
20 Was that Artelia's opinion, that tendering it would?

21 A. It would demonstrate that that is the greatest value for
22 money that you can achieve, because market rates will
23 determine what the actual cost is.

24 Q. Right.

25 A. You can't demonstrate value for --

1 Q. They won't necessarily demonstrate that it was greater
 2 value for money, will they, depending on how the tender
 3 results come in?
 4 A. It might not, depending on market conditions, et cetera.
 5 But generally, my experience of every project, if you're
 6 negotiating with a single contractor versus
 7 a competitive process, the competitive process will
 8 leverage the greatest value for money compared to a --
 9 you pay a premium for negotiating with a single
 10 contractor.
 11 Q. Was the quality of the works and the safety of the works
 12 ever discussed at this meeting?
 13 A. Not that I recall, no.
 14 Q. Can we then go to {ART00006473}. This is an email from
 15 you to Peter Maddison on 11 June 2013, and I want to
 16 look at the fourth paragraph down beginning
 17 "I understand". You say:
 18 "I understand you have spoken to Simon Cash today
 19 about Appleyards report produced in April and the
 20 addendum. We had agreed at our meeting last week to
 21 issue a revised addendum to the report by Thursday
 22 recommending the best value for money procurement route.
 23 However following your conversation to Simon it appears
 24 that more adjustments may be required delaying our
 25 delivery to you. Simon is looking at arranging a time

21

1 with you to enable a full review of the report to ensure
 2 it meets your requirements. I wanted to raise this here
 3 so you were aware we are unlikely to meet our Thursday
 4 deadline now."
 5 I want to ask you about the second sentence from the
 6 end of that, where you say:
 7 "Simon is looking at arranging a time with you to
 8 enable a full review of the report to ensure it meets
 9 your requirements."
 10 What did you mean by Peter Maddison's requirements
 11 in that sentence?
 12 A. So I wasn't altering the report, Simon and Robert were,
 13 and I think at this time of writing this email I'd taken
 14 away the action of doing the comparison of programme
 15 between the two procurement options, but we'd made
 16 a promise to deliver an addended(sic) report, clearly,
 17 and it looked like we were going to miss that deadline,
 18 and it was -- I wasn't doing it, but Simon was doing it.
 19 Q. I see.
 20 A. And I think he asked me, "Look, I want to make sure we
 21 get this really right", because, you know, these aren't
 22 short reports, they're detailed, and I think Simon just
 23 wanted some more time to talk to Peter, make sure we got
 24 it right this time.
 25 Q. I see.

22

1 A. That's what I -- I think that's what I was saying.
 2 Q. So is it your evidence that those that really were
 3 involved in amending this report were Simon Cash and
 4 Robert; is that right?
 5 A. Yes.
 6 Q. Remind me who that is, Robert ...?
 7 A. Robert Powell.
 8 Q. Who had written the original --
 9 A. My previous -- I took over from him as employer's agent.
 10 Q. Yes. So Robert Powell is still involved?
 11 A. Yes.
 12 Q. Did you get involved in the detailed discussions about
 13 the changes to the addendum report, or was it Simon Cash
 14 and Robert Powell who were doing that?
 15 A. I think they were mainly leading on it. I was aware of
 16 what was going on.
 17 Q. Were you aware that Artelia changed the wording of that
 18 report so that it read more favourably for the TMO?
 19 A. I wasn't particularly aware of that. I think -- I don't
 20 know the specifics of what changes were made. I think
 21 the overall recommendations were the same, as I recall.
 22 Q. I see. I think Mr Cash agreed that Artelia had been
 23 strong-armed into amending the report to read more
 24 favourably, taking out certain parts that were slightly
 25 negative for the TMO and putting in other passages.

23

1 Were you involved in that?
 2 A. I wasn't present at those things. He would be best to
 3 advise on that.
 4 Q. Yes.
 5 Let's turn to another topic now, so the OJEU process
 6 itself for the selection of the main contractor.
 7 What was your role in the OJEU process? What role
 8 did you play?
 9 A. So I remained as the employer's agent, I was
 10 administering the overall process of tendering via the
 11 OJEU. So it's a very -- it's a European process, it's
 12 very regimented and precise, and so I was doing the
 13 administration of making sure that we got all the
 14 documents together from the professional team, the
 15 notice was published on the website, and
 16 co-ordinating --
 17 Q. I see, okay.
 18 A. -- the administration.
 19 Q. Can you help us, how did your role sit with that of
 20 Jenny Jackson, who I think was the TMO's lead on
 21 procurement? Did you work closely with her during this
 22 procurement process?
 23 A. I did. I'd describe it as -- she was a procurement
 24 expert, that's how she was introduced to us, so she was
 25 very familiar with doing these sort of exercises, and

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1 I wanted to respect her position. So, you know, if
 2 I drafted something, I'd share it with her, but I was
 3 very much led by her as the client procurement expert.
 4 Q. Yes.
 5 Now, we know that that OJEU notice was published on
 6 20 August 2013, and that there were a number of
 7 expressions of interest, but only five bidders returned
 8 what are known as pre-qualification questionnaires,
 9 known as PQQs. Is that your recollection?
 10 A. That is.
 11 Q. Is that a low number of returns for this sort of
 12 contract, five returns?
 13 A. It's not high, but it's not low. I mean, the point is
 14 you only want people that really can do the job and are
 15 interested in it to return it. There is a fair bit of
 16 work in returning a pre-qualification questionnaire, so
 17 that drop is not uncommon, because it's quite easy to
 18 request information about a project, and sometimes
 19 people go, "Well, I won't qualify because I don't have
 20 the experience to put a pre-qualification together", and
 21 that's definitely the point. We only want people that
 22 are likely to be proceedable as contractors.
 23 Q. I see.
 24 Now, all five of the bidders at this stage were
 25 invited to tender for the contract; is that right?

1 A. That is correct.
 2 Q. Of the five bidders, is it right that Rydon scored
 3 substantially below the others in the PQQs, the
 4 pre-qualification questionnaires?
 5 A. Yes, they didn't score so well in the pre-qualification
 6 hurdle to get in to tender.
 7 Q. Yes. I think we can see on the overall scores, Rydon
 8 was down at 51 and some of the other contractors were in
 9 the 60s; Mulalley was 69.5, Durkan 66.75.
 10 So would you agree that was substantially below the
 11 others at the PQQ stage?
 12 A. They scored lower, yes. Just to explain, though, a PQQ
 13 is like to get in to -- sift out those contractors that
 14 are not appropriate, they're not the right size of
 15 contractor or they don't have the appropriate
 16 experience. So scoring highly in a PQQ doesn't mean --
 17 well, they may well have done -- they've clearly done
 18 a better submission at the PQQ stage, but scoring low
 19 doesn't mean that they're not appropriate to proceed,
 20 just they didn't answer perhaps the questions as well as
 21 their competitors. But they're still deemed -- all of
 22 those that were taken through were of sufficient,
 23 you know, experience, size, all those sort of general
 24 qualities that were needed to be invited to tender.
 25 Q. Yes, I see.

1 Now, we can see in the OJEU notice -- I just want to
 2 ask you if you remember this, and if not we can turn it
 3 up -- the notice of 20 August 2013, that it envisaged
 4 a minimum number of tenders of five. Can you remember
 5 that?
 6 A. Er --
 7 Q. Let's look at it, {ART00008871/8}. This is the OJEU
 8 notice of 20 August 2013, and if we go within it to
 9 page 8 and we look under section IV, "Procedure", in the
 10 middle of that page, there is a heading:
 11 "Limitations on the number of operators who will be
 12 invited to tender or to participate."
 13 Then just a few lines down it says:
 14 "Envisaged minimum number: 5 and (if applicable)
 15 maximum number 8."
 16 Do you see that there?
 17 A. Yes.
 18 Q. So five was the envisaged minimum; that's correct, isn't
 19 it?
 20 A. Yes. This is put forward because you're advertising to
 21 the world if you want to bid, and one of the decision
 22 criteria that bidding contractors will be interested in
 23 is: how many people am I going to be up against at
 24 tender stage?
 25 Q. Yes.

1 A. So if you put a big number in there, it may turn off
 2 contractors because they might think, "Even if I get
 3 through the PQQ stage, I still only have maybe a one in
 4 ten chance of winning". But we did -- that's the range
 5 that we agreed to go for on this.
 6 Q. Was the reason that Rydon was invited to tender because
 7 the TMO preferred to have five bidders? Did you ever
 8 have that discussion with them?
 9 A. No. Both TMO and Artelia independently scored the PQQ
 10 process. It was diligent, we went through it all, and
 11 both came to a similar conclusion that all five were
 12 quality enough to be invited to tender. They passed the
 13 PQQ stage.
 14 Q. Were you aware at the time that TMO guidance was to have
 15 at least six bidders?
 16 A. I was not aware of that.
 17 Q. Now, of the five bidders that were invited to tender, we
 18 know that one -- that's Wates -- pulled out in
 19 December 2013. Another one, Keepmoat, pulled out on
 20 15 January 2014, so that left three bidders; is that
 21 right?
 22 A. That's correct.
 23 Q. Were you ever concerned that there would not be
 24 sufficient competition with only three bidders?
 25 A. It was a concern, yes, at one point. We wanted to make

1 sure that we could demonstrate competition, so we took
 2 steps, when we heard that some were pulling out, because
 3 when they got into the detail they made their decisions
 4 to pull out, that we wanted to be reassured that the
 5 others were still going to be submitting.
 6 Q. Yes.
 7 A. Three would be my minimum, really, that you would want
 8 to compare as a fully detailed tender exercise.
 9 Q. Was there ever any consideration given to recommending
 10 the recommencement of the process?
 11 A. That would have been an option, potentially, but because
 12 we still had bidders that were going through the process
 13 and were, you know, saying that they were going to
 14 submit their returns, and we did get three returns, it
 15 wasn't something that we considered in great detail.
 16 Q. Okay.
 17 A. I think if we'd got down to maybe two or one, there
 18 would have definitely been a, like, "What are we going
 19 to do now? Let's think again."
 20 Q. Let's look at an email now. This is {ART00008976}.
 21 This is an email from Peter Blythe on 17 February 2014,
 22 and I think you're copied in to this.
 23 A. Yes.
 24 Q. Yes, you're copied in to this.
 25 We can see that Peter Blythe is providing a list

1 here of the three remaining bidders and their prices.
 2 Do you see that there?
 3 A. Yes.
 4 Q. And then in the second paragraph, so underneath the
 5 bullet points, he says this:
 6 "We are now busy checking the quality returns as
 7 well as checking that the contractors have priced for
 8 everything correctly."
 9 Do you see that there?
 10 A. Yes, I do.
 11 Q. So we can see that Peter Blythe here is circulating the
 12 prices before the quality has been assessed; is that
 13 right?
 14 A. Yes.
 15 Q. Is that standard practice in your experience, to share
 16 the price of the bids with the team before the quality
 17 has been evaluated?
 18 A. Yes, it is. We usually have a tender opening form that
 19 records what -- when the tenders are opened, to make
 20 sure it's an open and transparent process, it's usually
 21 opened by a couple of independent people to make sure
 22 that it's fair and reasonable, and then there's a form
 23 that's signed and it just records literally what are the
 24 tender returned prices. That's what we're sharing here.
 25 Now, those prices may well change as we dig into the

1 detail and check that everything has been added up
 2 correctly, everything has been included, but we do
 3 record diligently: when we opened the tenders, these are
 4 what the prices are.
 5 Q. I see.
 6 A. And then we go into the assessment of the quality and
 7 checking all the prices.
 8 Q. Is it possible that, by doing that, the scores given for
 9 price might have influenced the scores for quality?
 10 A. I don't think so. This process was a very diligent
 11 process that we went through, particularly all the
 12 quality questions were spelled out, what scores were
 13 going to be given was all agreed before we even got the
 14 tenders back, both the TMO team and Artelia team marked
 15 it independently and scored the quality criteria. So
 16 I think it was a thorough process, and the quality
 17 scores I do not believe were influenced by the knowledge
 18 of the price.
 19 Q. Okay.
 20 Can we just look at your first statement at
 21 paragraph 113, {ART00008527/32}. So you say:
 22 "Following receipt of Chweecheen's email, both
 23 Studio E and Max Fordham provided comments on Rydon's
 24 tender submission from a technical perspective on 19 and
 25 20 February 2014. Bruce Sounes of Studio E commented in

1 his email that he was 'concentrating on Rydon as the
 2 others are so far behind'. I understood this to mean
 3 that Bruce Sounes had concentrated his efforts on
 4 assessing the Rydon tender submission because it was the
 5 lowest price and believed it was significantly stronger
 6 than Durkan and Mullaley's tender submissions."
 7 So we can see what you say there.
 8 Just for the transcript, that email where Sounes
 9 says he's concentrating on Rydon is at {ART00008832}.
 10 Now, is it normal in your experience to concentrate
 11 most attention on the cheapest bid?
 12 A. So Bruce Sounes' role in this -- he didn't score any of
 13 the quality criteria, he wasn't part of the scoring
 14 team, but he was the lead designer and architect, so the
 15 propose -- he was looking at the proposals, should have
 16 looked at all of them, and I think he was saying here
 17 that he was concentrating on Rydon first, because he had
 18 made the assumption that they were most likely to win,
 19 I think he was just prioritising his workload, but he --
 20 Q. I see, okay.
 21 A. And we were seeking his comments on, you know, "Is there
 22 anything in their tender submission from you as the
 23 architect that you should be raising to us as causing
 24 a concern, does it look appropriate", and that's what
 25 I took from that.

1 Q. Would it be fair to say that those assessing the bids
 2 were most concerned about price?
 3 A. So before we'd started the tender process, we'd agreed
 4 how we were going to score it and how it was going to be
 5 orchestrated and managed, and so price was deemed as 40%
 6 of the overall mark, and quality was deemed as 60%, and
 7 that was broken down into various different quality
 8 criteria . So 40% of the score to determine who would
 9 win was based on price.
 10 That's not an unusual ratio , and we discussed that
 11 with the client at the beginning of any tender exercise ,
 12 depending on how price sensitive they are and how
 13 quality sensitive they are. I mean, that's actually
 14 quite quality , like , focused, 60% of the score
 15 towards --
 16 Q. I'm interested that you say the architect -- and we know
 17 they were the lead consultant -- didn't contribute into
 18 the quality assessment. Again, is that normal on
 19 a project like this , to not have your lead architect or
 20 lead consultant contributing into the quality scores?
 21 A. So he was involved, but he didn't actually mark the
 22 quality response questions. Most of the questions were
 23 around -- I forget all of them, but they were around
 24 procedure and process, which is best placed between the
 25 client and us as employer's agent and the quantity

1 surveyor to do scoring.
 2 Bruce was, you know, representing his role as the
 3 architect and so commenting on architectural aspects.
 4 Q. In your view, did all the bids get an equal amount of
 5 attention and, specifically , did the more expensive
 6 contractors have the quality of their submissions
 7 assessed with the same amount of care?
 8 A. Absolutely. This is actually one have the most diligent
 9 procurement exercises I have ever been involved in. We
 10 scored all of them very diligently . We had -- we scored
 11 them independently. We got together with the TMO, we
 12 compared our scores, we reviewed our comments. It was
 13 a very thorough procurement exercise from my point of
 14 view.
 15 Q. Can we now go to {ART00002197}. This is Artelia 's final
 16 tender report dated 12 March 2014, and if we look at
 17 page 4 {ART00002197/4} of this, we can see that you
 18 checked and approved this report.
 19 A. Yes.
 20 Q. Do you see that there?
 21 A. Yeah.
 22 Q. The author is Chweechen Lim and you have checked and
 23 approved it.
 24 Then if we go on to page 12 {ART00002197/12} within
 25 this, we see the prices that were bid. So we've got

1 a table, a simplified table of the prices in the major
 2 categories.
 3 Perhaps if we can start by just looking at the
 4 bottom of the page, there we can see the respective
 5 prices.
 6 Now, the first sum we see -- it's not easy because
 7 we can't see the tops of the columns, but I will
 8 explain -- the first sum of £10 million there the
 9 Artelia estimate, and then the next price is Rydon at
 10 9.2 million , then we have Durkan at 9.94 and then we
 11 have Mulalley at, I think, 9.89. Is that correct?
 12 Perhaps we can just scroll back to the top. I'm just
 13 checking my notes are correct. No, sorry, there is
 14 a typo in my notes. If we go back to the bottom,
 15 Mulalley are 10.4.
 16 So we can see from that that the 9.2 there for Rydon
 17 is substantially lower in price than the other bidders;
 18 do you agree?
 19 A. There's a range and they are the lowest, yes.
 20 Q. Substantially lower.
 21 A. Err --
 22 Q. I mean, the next tender is 9.9, and the others are all
 23 above 10.
 24 A. So there is 700,000 between 1 and 2, and then, yeah, 500
 25 from 2 to 3.

1 Q. Did the Rydon tendered sum strike you as abnormally low?
 2 A. I did not get that impression, but the QS is really
 3 the -- so Chweechen would have been the one that really
 4 dived into the detail of assessing whether or not this
 5 was abnormally low or not, and I think she makes comment
 6 in this report on that. From her professional capacity
 7 as a QS, she would be best placed to highlight if things
 8 were being undervalued or missed.
 9 Q. I see.
 10 A. I think she says -- I think she does comment somewhere
 11 in here.
 12 Q. I think we ought to note here as well, in fairness to
 13 Rydon, that if we look at "External Façade", the B8 line
 14 there, the Artelia estimate is at 2.6 million and Rydon
 15 are coming out at 3.8, and then the other contractors
 16 3.6, 4.1. Do you see that there?
 17 A. Yes, I do.
 18 Q. If we go over the page to page 13 {ART00002197/13}, in
 19 the sixth paragraph down, just before the table in the
 20 bottom half of that page, we can see that Artelia have
 21 said:
 22 "Overall, the table on page 7 reveals broadly
 23 consistent pricing at a sustainable level."
 24 So would you agree that that was the advice that
 25 Artelia was giving at this point?

1 A. Yes.
 2 Q. Now, I want to ask you a little bit now about resident
 3 involvement in the OJEU process.
 4 Can we just look at paragraph 89 of your first
 5 witness statement, this is {ART00008527/23}. So there
 6 you say:
 7 "On 9 October 2013 Jenny Jackson of the TMO sent me
 8 the results of the evaluation undertaken by the TMO of
 9 the subjective PQQ questions. Question 10.3 of the PQQ,
 10 which related to communication and coordination with
 11 residents during the works, was evaluated in a meeting
 12 attended by two residents of Grenfell Tower, and David
 13 Gibson, Jenny Jackson and Claire Williams of the TMO.
 14 The remaining questions were evaluated by Jenny Jackson
 15 and Claire Williams. Peter Blythe and I marked the
 16 subjective questions on behalf of [Artelia]. The scores
 17 were added together and an average computed."
 18 Do you see that there?
 19 A. Yes.
 20 Q. Now, did you or anyone else at Artelia advise the TMO on
 21 who should be scoring which questions, or was that
 22 something the TMO decided for itself?
 23 A. The TMO wanted to have some resident input to the
 24 selection of the contractor, and it was their assessment
 25 as to, you know, what was fair and reasonable to ask

1 a resident to engage in, and I think they made the
 2 assessment to ask some residents to represent and score
 3 the parts of the PPQ that were around resident liaison .
 4 I think that's what happened.
 5 Q. Let's have a look at the scoring matrix for the PPQ,
 6 {ART00008909/3}. We can see question 10.3 there, which
 7 we know is the question that the two residents had some
 8 input into marking. It said:
 9 "Grenfell Tower will be occupied during the
 10 construction works and working effectively with
 11 Residents is essential to the success of the project .
 12 Using an example from one of the projects listed in
 13 question 10.1 above, please confirm how your
 14 organisation managed communication and coordination with
 15 Residents during the works ..."
 16 So we can see that question there.
 17 Underneath it, you see at question 10.4 there is
 18 a question about potential disruption to residents if
 19 the contractor doesn't keep to programme. So it says:
 20 "The timetable for the completion of this project is
 21 challenging and, to minimise disruption to Residents is
 22 it is important that the project is delivered to the
 23 agreed timescales. Using examples ... how your
 24 organisation adhered ..."
 25 Would you accept that that would also be relevant to

1 the residents, wouldn't it, disruption to the residents
 2 due to programme overrun?
 3 A. I think it was -- well, it was referenced in -- this was
 4 more around timetable, yes, could disrupt residents. It
 5 was the TMO's decision which questions they engaged the
 6 residents in.
 7 I think they were also -- what's, you know --
 8 what's ... you know what's the right thing to engage
 9 them in, you know, that question may well have got sort
 10 of detailed, you know, project Gantt chart information.
 11 I don't know, I didn't make the decision as to which
 12 one --
 13 Q. No, okay.
 14 I just want to show you one more question over the
 15 page at page 5 {ART00008909/5}, question 10.10. It's
 16 about long-term benefits to the community:
 17 "Using examples from the projects listed in
 18 question 10.1 above, please give examples of three
 19 initiatives ..."
 20 Again, would you agree that that would be something
 21 relevant to residents that residents could have scored
 22 on?
 23 A. Yeah. I mean, again, I'm not -- I didn't choose which
 24 ones residents were engaged with.
 25 Q. Now, it's right, isn't it, that residents weren't

1 involved with scoring the bidders on programme or
 2 quality; is that right?
 3 A. So any resident engagement during the assessment process
 4 was within TMO's gift. They decided how much to engage
 5 them or not in the assessment process. We didn't advise
 6 them or suggest what was right or not. We agreed the
 7 criteria that we were going to score the tenderers
 8 against, the weighting, the scoring, and the resident
 9 level of interaction was a TMO decision.
 10 Q. Okay.
 11 A. I was open to whatever they wanted, really .
 12 Q. I see.
 13 Now, we know that the bidder interviews took place
 14 on 7 March 2014, and that's addressed in your first
 15 witness statement. We know also that the interviews
 16 formed 5% of the overall score; is that right?
 17 A. That's correct.
 18 Q. Can you help us, why so low? Why would those interviews
 19 only have contributed 5% to the overall score?
 20 A. That was what we assessed. That's not a low percentage.
 21 Sometimes interviews are purely a clarification exercise
 22 that don't score anything. In other tenders that I do,
 23 that's appropriate. That --
 24 Q. Isn't that the opportunity to test, for example, what
 25 the contractor said about the quality, about the

1 competence of the team, the expertise of the team?
 2 Given that, again, why so low in this instance?
 3 A. I think you can assess all of those things you just
 4 mentioned in written submissions. The interview was put
 5 forward and it was very much -- the actual format of
 6 what that interview was going to be was 100% driven by
 7 Jenny Jackson. She was adamant that we wanted to use
 8 some examples of sort of a role-play at that session,
 9 and she dictated what the questions were going to be.
 10 There was also a real desire through this entire
 11 procurement process to make sure that it was done
 12 thoroughly, fairly, equitably, and that every contractor
 13 was given the same opportunity to answer every question,
 14 and that is much easier done in the written format of
 15 question and answer. And in the interview -- when we
 16 got to the interview, actually Jenny was particularly
 17 concerned to make sure that every contractor was given
 18 the same question, so there was no opportunity for
 19 discussions going off down a particular tangent that one
 20 contractor talked about that another didn't.
 21 Q. Yes. But to give you an example that we are now aware
 22 of, for example some of the Rydon CVs that were put
 23 forward, we now know that there were some inaccuracies
 24 in those CVs in terms of people's experience. Isn't the
 25 interview a potential chance to test some of that and

1 get a better feel for who is going to be on this project
 2 in fact, and what their experience had been in fact?
 3 A. So, yes, interviews are a great opportunity to get to
 4 meet the individuals and the team that are going to
 5 deliver the project, and my memory of the interviews
 6 that we had, the scenario that we played was
 7 particularly resident-focused, like: how are you going
 8 to deal with something that had gone wrong on the
 9 construction and you needed to, you know, liaise with
 10 residents and things like that. So it was a deliberate
 11 role-play to see those team members, how they would
 12 react perhaps in the real life.
 13 So I think the interview was doing exactly that:
 14 checking and seeing the team that would be on the job,
 15 you know, how they would react to, you know, the
 16 possible events that would happen on Grenfell real. So
 17 I think it happened.
 18 Q. Was that a question that you ever thought to ask: here
 19 are the people that have been proposed in your CVs, can
 20 you assure us that in fact those people will be on the
 21 project?
 22 A. So we asked them to put forward their proposed team.
 23 That proposed team was asked to come to the interview.
 24 They did. I remember seeing the people that then
 25 ultimately did deliver the project from Rydon, resident

1 liaison lady and the, you know, contracts
 2 representative. So, yes, we did ask the people that
 3 were going to do the job to come to the interview.
 4 Q. I see. So you assumed that, therefore, those people
 5 would in fact be doing the project?
 6 A. Yes. It was asked that -- I believe we -- that's
 7 a normal thing on a lot of tenders, "Don't send the
 8 sales team; we want to meet the people that are actually
 9 going to do the job", and I believe that's what happened
 10 here.
 11 Q. I see.
 12 Now, just some short questions about the scoring for
 13 the interviews.
 14 Is it right that the residents' scores would be
 15 averaged with the TMO's scores?
 16 A. They were doing it together, yeah, the residents and the
 17 TMO.
 18 Q. And is it right that, in turn, those scores would then
 19 be averaged with Artelia's scores?
 20 A. We based -- so TMO and the residents did their
 21 assessment.
 22 Q. Yes.
 23 A. We did ours. We came together and we compared notes and
 24 compared scores, and then we collectively agreed, if we,
 25 you know, scored a 3 and they scored a 4, do we go 3.5,

1 and we debated it, and, you know --
 2 Q. Yes, but in broad terms, is what I just described the
 3 process you followed?
 4 A. I think so, yes.
 5 Q. Yes.
 6 Would you agree that that would mean potentially
 7 that the residents' scores were being watered down in
 8 the scoring process?
 9 A. I don't agree that they're being watered down. I think
 10 they're being -- the TMO decided what the residents
 11 would be involved in and they scored the elements that
 12 were involved with them. Again, I didn't really get
 13 involved in the -- how much the residents would or
 14 wouldn't be involved in the tender scoring.
 15 Q. Okay.
 16 Can we look at the agenda for the meeting on the
 17 date of the contractor interviews, {ART00008870}. This
 18 is the agenda for the Grenfell contractor session,
 19 Friday, 7 March, 9.15 to 10 am.
 20 Is it right that this is an agenda for a pre-meeting
 21 before the first contractor was to be interviewed?
 22 A. I think that's right, yes.
 23 Q. And was the purpose of this meeting to make sure that
 24 everyone understood what was happening at these
 25 meetings, like a briefing before you conduct the

1 interviews?
 2 A. Yes, and making sure everybody knew where we had got to
 3 so far on the tender scoring process. So it was just
 4 amongst TMO people. I think that this was headed on TMO
 5 headed paper, is it?
 6 Q. We can see at item 4 that you are doing a briefing there
 7 on the tender quality questions. Do you see that there?
 8 A. Yes.
 9 Q. Can you briefly remember what that involved?
 10 A. I think it was just to update the attendees to the
 11 meeting where we'd got to on scoring the other tender
 12 quality questions.
 13 Q. Yes.
 14 A. Progress update.
 15 Q. If we can go now to an email, {ART00008969}, this is
 16 an email from Claire Williams of 6 March 2014 to you,
 17 and the subject is, "going through Grenfell quality
 18 evaluation", and it says:
 19 "Philip
 20 "Peter M has asked that you present this in a way
 21 that you get residents to 'buy into' the various topics,
 22 and understand what we are looking for.
 23 "I think this means that you need to be very clear
 24 on why some answers were better than others."
 25 Do you see that there?

1 A. I do.
 2 Q. Was that email in relation to the briefing that you were
 3 going to be giving in this pre-meet that we just looked
 4 at a moment ago?
 5 A. I'm not sure. I don't recall this email. Was it
 6 before, timewise? I think it was the day before.
 7 Q. Yes. It's the day before the interviews. They're on
 8 7 March, this is on 6 March.
 9 A. So --
 10 Q. I wonder whether you can help us as to what you
 11 understood this to mean:
 12 "Peter [Maddison] has asked that you present this in
 13 a way that you get residents to 'buy into' the various
 14 topics, and understand what we are looking for.
 15 "I think this means that you need to be very clear
 16 on why some answers were better than others."
 17 What did you take that to mean?
 18 A. I think it was around explaining to perhaps the
 19 residents that were there why we might have scored one
 20 quality return answer a 4, say, and why we scored
 21 another a 2, and just being clear on the process, and
 22 that we had an agreed scoring criteria beforehand, and
 23 what you needed -- what we were expecting in terms of
 24 answers to score a higher score than the other.
 25 We were about to score -- if I think about this now,

1 we were about to score the actual interview, so it would
 2 be appropriate for us to sort of take the residents
 3 through sort of: this is how we are scoring it, so we
 4 all take a similar approach, and realising that
 5 residents, you know, wouldn't necessarily have been
 6 involved in an exercise like this before, so we just
 7 needed to explain how it was going to work and what was
 8 expected of them.
 9 Q. I see.
 10 A. I think that was what I took from that.
 11 Q. There is reference in that first line to you getting
 12 residents to "buy into" the various topics.
 13 So far as you were aware, had there been any problem
 14 with resident buy-in for the tender process more
 15 generally?
 16 A. I don't know if there had been an issue with buy-in to
 17 the tender generally. I know the TMO were trying to
 18 engage with the residents and reassure them that these
 19 works were going to happen and were wanting to listen to
 20 them and involve them in -- as best they could.
 21 Q. I see.
 22 I now want to discuss some events which took place
 23 at the time when Rydon was appointed, and just to recap
 24 on some relevant dates: on 18 May 2014, Rydon was
 25 notified it was the preferred contractor, and then there

1 was a standstill period while other bidders were
 2 notified; then on 25 March 2014, Rydon and the TMO
 3 entered into a pre-contract agreement before the
 4 building contract was then finalised in July 2014. Do
 5 you recall that broad chronology?
 6 A. Yes.
 7 Q. Now, can we go to {ART00006433}. This is an email chain
 8 between Simon Cash and Jenny Jackson of the TMO, and
 9 I want to look at the bottom of the page, where we see
 10 Simon Cash's email to her. You are not copied in here.
 11 It's on 3 March 2014, and Simon Cash says:
 12 "I agree with you in terms of placing the contract
 13 at the submitted tender value and an offline discussion
 14 with the preferred contractor. Particularly to set out
 15 the intent once a contract has been entered into. There
 16 is absolutely nothing to say that once in contract the
 17 KCTMO cannot look for ways of making savings and as part
 18 of the informal discussion, the intention can be made
 19 clear and although not binding, the contractor's
 20 agreement sought to work with KCTMO to achieve the
 21 required savings. Some savings have already been
 22 identified and the contractor may well put forward
 23 others for consideration during the discussions that can
 24 be investigated prior to entering into contract."
 25 Now, you see that there, and you do mention this

1 exchange in your first witness statement. For the
 2 transcript, that's at paragraph 119 {ART00008527/34}.
 3 I said you weren't copied in, but if we look at the
 4 cc list, we can see that there is reference to a number,
 5 "11833 Grenfell Tower". Do you see that there?
 6 A. I do.
 7 Q. Was that Artelia's general mailbox address for the
 8 Grenfell project?
 9 A. I think it was, yes.
 10 Q. Does that mean that you are likely to have received
 11 a copy of this email during your time on the project?
 12 A. Yes.
 13 Q. Is it common in your experience to discuss savings to
 14 the tender price of a bidder before they are selected?
 15 A. So in the tender itself we did ask for sort of
 16 alteration -- alternative prices, so all of the
 17 tenderers were asked that. Is it ...
 18 Q. Is it common to discuss savings to the tender price of
 19 a bidder before they're selected? Here I'm really
 20 talking about doing it with one bidder and not with the
 21 others.
 22 A. No.
 23 Q. Do you have any recollection of seeing this email at the
 24 time? It would have been through the 11833 email
 25 address. Do you recall seeing it at the time?

1 A. Yes.
 2 Q. And did you have any reservations about the advice
 3 Simon Cash was giving in that email, including the
 4 reference to an offline discussion? Did that concern
 5 you at all?
 6 A. What I interpreted from this was -- this was at a time
 7 where we had nearly completed the entire tender process,
 8 and we recognised that even the lowest priced tender was
 9 in excess of the TMO's budget. I believe Jenny Jackson
 10 in particular was wanting to diligently understand what
 11 the next stages would be in the procurement process,
 12 because normally you would just say, "You are the -- we
 13 have done all of the assessment criteria, you are the
 14 selected bidder, here is a contract, please build what
 15 we want to build", but she recognised that you couldn't
 16 just say, "Here is a contract for 9-point-whatever
 17 million, 10 million", because they didn't have that
 18 money, so they couldn't commit to a contract in that
 19 way.
 20 So this was a precursor: well, how are we going to
 21 manage that? Make sure that we delivered an OJEU
 22 compliant tender, but that we also recognised that we
 23 needed to do some sort of change to whoever we selected
 24 to make sure it was brought back into budget.
 25 Q. I see.

1 A. And I think that was what was being talked about here.
 2 So it wasn't to do it -- that would impact on who won
 3 the tender; I think it was: we'd know who won the
 4 tender, we would need to enter into perhaps some other
 5 agreement with the selected contractor to then work how
 6 to get it back into the budget.
 7 Q. Sorry, just pausing there, you said it wasn't going to
 8 impact on who won the tender. I think you then say,
 9 "I think ... we'd know who won the tender". But this is
 10 3 March 2014 and you haven't had the contractor
 11 interviews yet.
 12 A. Yes, so this is pre-judge -- this is us sort of
 13 interpreting -- we knew all three tenders were above the
 14 contract price -- the budget that the TMO had, so
 15 regardless --
 16 Q. Yes, but I think -- sorry, I'm going to interrupt.
 17 I think you just said, "We knew who had won the tender".
 18 Do you mean that?
 19 A. No. If I said that, I apologise. We didn't know. We
 20 had scored -- that's incorrect. We had gone through
 21 most of the scoring process, I believe, by that time.
 22 Q. Okay.
 23 A. We hadn't decided who had won, we hadn't completed it
 24 and we hadn't notified anyone. This was Jenny knowing
 25 that whichever contractor won, it was going to be more

1 than their budget, so how are we going to take the next
 2 steps forward once we've concluded the tendering
 3 process.
 4 Q. My original question -- it's a short question -- was:
 5 did you have any concerns when you read this email, yes
 6 or no?
 7 A. No.
 8 Q. Now can we go to {RYD00003310}, and I want to look at
 9 the bottom of page 1 and over on to page 2. This is
 10 an email right at the very bottom, is what I want to
 11 start with, from David Gibson to Steve Blake, this is
 12 13 March 2014, and if we go over the page
 13 {RYD00003310/2} we can see that Claire Williams and
 14 Peter Maddison are cc'd in, but nobody from Artelia is
 15 copied in here.
 16 If we just quickly scan down the email, this is
 17 David Gibson to Steve Blake, saying:
 18 "Peter Maddison of the TMO has given me your contact
 19 details. I understand you are currently in a meeting.
 20 "I have attached a simple spreadsheet indicating the
 21 areas we would like you to look at in relation to
 22 possible savings.
 23 "Our target is circa £800k, which included the
 24 cladding savings already priced ...
 25 Could you come back to us early Monday ..."

1 So that's that email.
 2 Were you aware of these email exchanges going on in
 3 March 2014?
 4 A. No, I've not seen that email before.
 5 Q. Were you aware at the time that the TMO had asked Rydon
 6 to find savings of around £800,000?
 7 A. No.
 8 Q. Now, a meeting is set up for the following Tuesday,
 9 in fact, because although it says Monday in this email,
 10 if we scroll up to page 1 {RYD00003310/1}, we can see
 11 that those on the email chain then say:
 12 "Your spreadsheet says a Tuesday pm meet rather than
 13 Monday pm ..."
 14 And then in the very top email it's then confirmed
 15 that the meet will be on Tuesday pm. That's Tuesday,
 16 18 March by our calculation.
 17 Were you aware at the time of a meeting being set up
 18 between Rydon and the TMO on 18 March 2014?
 19 A. If I wasn't there, then no, I don't know about that.
 20 Q. Were you actually at that meeting on 18 March 2014?
 21 A. I remember a meeting where we introduced them both
 22 post-tender selection, I don't think -- I think that was
 23 much later.
 24 Q. Yes.
 25 A. So, no, I don't think I was there. I'm surprised about

1 this, because, you know, we were very thorough in how we
 2 organised the tendering process.
 3 Q. Is it within the procurement rules to seek a reduction
 4 in price from one contractor during the tender
 5 evaluation process?
 6 A. No, not that I'm aware of.
 7 Q. I then want to look at the letter that's sent to Rydon
 8 in mid-March 2014. If we go to {TMO10005474}, we can
 9 see at the top that it's dated 17 March 2014, and it's
 10 telling Rydon that they're the preferred bidder.
 11 If we look on page 2 {TMO10005474/2}, we can see
 12 that you have signed this letter. Do you see that
 13 there?
 14 A. That's right.
 15 Q. But it looks from what we can see on the documents that
 16 there came a time when Jenny Jackson made some comments
 17 and amendments to this document. Do you have
 18 a recollection of that?
 19 A. Not specifically, but I did often send formal, you know,
 20 letters and things to her for her review, and she often
 21 made comments. Particularly on this letter, there's
 22 lots of feedback.
 23 Q. Yes.
 24 A. So that was, you know, collectively -- collective
 25 feedback between both TMO and Artelia.

1 Q. When you sent a letter to Jenny Jackson like that, with
 2 a draft effectively for her to look at, would your
 3 signature have been in that letter at that stage, or
 4 would that be added only in the final version?
 5 A. I don't know.
 6 Q. You don't know, okay.
 7 A. I can't remember.
 8 Q. If we can go to {ART00002210}, this shows some comments
 9 on the document. If we go to page 8 -- sorry, let's go
 10 back to the document, I think that's just showing that
 11 there has been some changes made.
 12 What we can see is this is the version of the letter
 13 dated 17 March, and then we can see -- and we believe
 14 it's Jenny Jackson, based on the author of the changes
 15 that you see later in the document -- has made some
 16 comments on it and some suggested additions to the
 17 letter. Do you see that?
 18 A. Yes.
 19 Q. And can you remember that?
 20 A. Okay, yes, I can see that.
 21 Q. We see, for example, that she has inserted some capital
 22 letters below the first bold text there.
 23 If we look at the version sent out to Rydon, this is
 24 at {ART00008632}, we can see that this version to
 25 Peter Arnold at Rydon is dated 18 March 2014, and again,

1 if we look on -- we can see, sorry, before we look at
 2 page 2 and your signature, some of Jenny Jackson's
 3 changes have gone into this final version. That's
 4 correct, isn't it?
 5 A. Yes.
 6 Q. Then if we look on page 2 {ART00008632/2}, we can see
 7 there is your signature. So that appears to be the
 8 final version that's sent out.
 9 Can we then go to {ART00008755}. This is an email
 10 from Peter Blythe to Rydon attaching the letter of
 11 18 March, and we can see from that that it's sent at
 12 5.55 pm. Do you see that there?
 13 A. Yes.
 14 Q. Do you know how Peter Blythe would have received the
 15 instruction to send these out? Would someone at the TMO
 16 tell him, "Right, now you can send these out", and then
 17 he would do that job?
 18 A. Maybe, or it might be probably me telling him that,
 19 "Yes, the letter's been agreed, please send".
 20 Q. So we now know that the TMO had a meeting with Rydon in
 21 the afternoon of 18 March, that was on Tuesday,
 22 18 March, this day. Did you know anything about that
 23 meeting?
 24 A. No.
 25 Q. Were you ever made aware that Rydon got the job because

1 it was prepared to reduce its tendered price?
 2 A. No. As I said, I thought we -- we absolutely did a very
 3 thorough process.
 4 Q. Yes.
 5 A. This is news to me. I think Rydons went through -- we
 6 orchestrated the whole tender and they scored and we
 7 followed the rules, as far as I was aware. I didn't
 8 know anything about that.
 9 MS GRANGE: Mr Chairman, I think that might be a good time
 10 for a break.
 11 I'm doing well with this witness. I have another
 12 couple of topics to do, but I would hope we will get to
 13 the other witness before lunchtime.
 14 SIR MARTIN MOORE-BICK: That would be good, thank you.
 15 Well, Mr Booth, we will have a break now, and come
 16 back at 11.35, please.
 17 THE WITNESS: Okay.
 18 SIR MARTIN MOORE-BICK: Please remember not to talk to
 19 anyone about your evidence while you're out of the room.
 20 Thank you.
 21 (Pause)
 22 Yes, 11.35, please.
 23 MS GRANGE: Thank you.
 24 (11.20 am)
 25 (A short break)

1 (11.35 am)
 2 SIR MARTIN MOORE-BICK: Right, Mr Booth, are you ready to
 3 carry on?
 4 THE WITNESS: Yes, of course.
 5 SIR MARTIN MOORE-BICK: Thank you very much.
 6 Yes, Ms Grange.
 7 MS GRANGE: Yes, thank you.
 8 Mr Booth, just a few short questions now about the
 9 value engineering exercise that was undertaken after the
 10 contract was entered into with Rydon.
 11 Can we go to {RYD00004154}. This is an email from
 12 Simon Lawrence to Claire Williams, Marc Watterson and
 13 you and Peter Blythe on 6 May 2014. It's about
 14 a meeting with the planners which was to be held on
 15 8 May 2014, and it appears that this discussion is
 16 against the backdrop of whether the planners would
 17 accept ACM as the exterior material for the rainscreen
 18 cladding system. Do you agree with that?
 19 A. Yes, this was a meeting with the planning officers to
 20 talk about how we were going to discharge the -- some of
 21 the conditions, and one of them was the façade.
 22 Q. Yes.
 23 Under Simon Lawrence's agenda points there, the
 24 first bullet, it says this:
 25 "Proposal of material change to the facade. From

1 Zinc to Aluminium composite (ACM). Put forward our case
 2 that ACM is not an inferior product to Zinc."
 3 Do you see that there?
 4 A. I do.
 5 Q. You mention this email in your first witness statement.
 6 If we can go to that, {ART00008527/38}, paragraph 133.
 7 If I pick it up right at the bottom of that page, you
 8 say:
 9 "I recall that at this time the entire discussion
 10 between Studio E, IBI Taylor Young and the LPA
 11 surrounding the cladding related to its appearance and
 12 whether ACM looked of a cheaper or lesser quality than
 13 zinc."
 14 So that's what you have said in your witness
 15 statement.
 16 When you say there "lesser quality", what do you
 17 mean by that? Do you mean whether it looked like
 18 a lesser quality product, or that it was in substance
 19 lesser quality? Can you help us?
 20 A. So all of the discussions were around aesthetic
 21 appearance and what it would look like. Changing the
 22 façade of Grenfell Tower was obviously a significant
 23 visual change, and the planners were particularly
 24 wanting reassurances that what we were proposing would,
 25 you know, look appropriate and good quality and would

1 last. So all of the discussion was around what colour
 2 it might be, how it was going to be fixed to the
 3 building, whether or not the fixings would be visible or
 4 hidden fixings, cassette fixings, it was that.
 5 Q. Do you recall ever being party to discussions where the
 6 fire performance, the fire safety performance of the
 7 cladding was discussed?
 8 A. It was never discussed with me. Fire, you know,
 9 compliance was -- you know, it's not a debatable thing
 10 to have, it's implicit, it absolutely must. So, no, at
 11 no point in any of the discussions and reviews of what
 12 the cladding was going to be was there any, "Is this
 13 going to be fireproof?" or anything like that. That
 14 never happened.
 15 Q. That segues nicely into a query that was raised by
 16 Claire Williams in November 2014 that I now want to ask
 17 you about. Can we go to {ART00008794}.
 18 This is an email chain between you and
 19 Claire Williams, and I want to pick it up on the second
 20 page {ART00008794/2}. We can see an email dated
 21 12 November at 10.36 there. So this is from
 22 Claire Williams to you and Nick Valente,
 23 12 November 2014, and it's under the heading "Grenfell
 24 Windows", and she says this:
 25 "Chaps

1 "Windows
 2 "When I delivered the building contract to site
 3 yesterday I met up with Rydon and Matt Smith yesterday,
 4 and had a window discussion - I am looking to take this
 5 report to Peter Maddison and David Gibson, but am
 6 waiting for Rydon to verify that the proposed windows
 7 will meet Building Regulations."
 8 Then under the heading "Cladding" she says:
 9 "I have just been looking at the cladding as our
 10 database is asking for costs (I have put something
 11 together). However, I do not know if there is any
 12 issue of flame retardance requirement? I know at
 13 Lacknall(sic) House one issue was that the replacement
 14 panelling for the asbestos cladding was not flame
 15 retardant! I don't know if this is in the
 16 specification, but want to make sure it is raised.
 17 Please advise.
 18 "Thanks."
 19 So can you see there she is seeking your advice on
 20 these two issues?
 21 A. Yes.
 22 Q. Before this email, were you aware of the fire at
 23 Lakanal House in 2009?
 24 A. I wasn't, no.
 25 Q. So does it follow that you didn't know what she was

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1 referring to in that "Cladding" paragraph?
 2 A. Well, I could work out what it was probably referring to
 3 from reading it, that there was something happen --
 4 a fire happened at Lakanal House, and since then I've
 5 looked into it.
 6 Q. At the time did you go and look it up and put that into
 7 Google and see what you could find out about that
 8 incident?
 9 A. No, at the time of receiving this, this was one of the
 10 many sort of design queries that I'd received from
 11 Claire, and I think you see in my reply above that
 12 I didn't know the answer to, you know, what was -- all
 13 the specification and everything. So what I did, to try
 14 and be helpful, is pointed her to some of the references
 15 in the tender -- NBS spec.
 16 Q. Yes, I'll take you to that in just a moment.
 17 A. Oh, okay.
 18 Q. Thinking back to your knowledge at the time, were you
 19 aware of other cladding fires having occurred at the
 20 time you worked on the Grenfell project, whether in the
 21 UK or internationally?
 22 A. I mean, I have a light understanding that that obviously
 23 happens, but not an in-depth knowledge of all of them.
 24 Q. Did you have that understanding at the time? Did you
 25 know that that was a potential risk with cladding, that

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1 you could get rapid external flame spread --
 2 A. Yes.
 3 Q. -- up a cladding system? You knew that?
 4 A. Yeah.
 5 Q. As you say, you then respond to this email. If we go up
 6 to your response on page 1 {ART00008794/1} of this
 7 document, we can see you say:
 8 "I am delighted to hear that you have delivered the
 9 contract. Big milestone achieved."
 10 In the second paragraph you are dealing with
 11 windows. You say:
 12 "I would be very surprised if there is any issue
 13 with building regulations with the windows. So I hope
 14 that you are not holding up getting approval from Peter
 15 and David while you wait for Rydon to confirm."
 16 Now, just pausing there and just looking at what you
 17 wrote, when you wrote that, how familiar were you with
 18 the Building Regulations?
 19 A. Well, I'm not an expert in them. I know they need to be
 20 achieved, and, as I said there, you know, there were new
 21 windows being supplied, and I would anticipate all new
 22 windows to comply with Building Regulations.
 23 Q. I see.
 24 A. As a -- you know, that's a standard that all new windows
 25 have to achieve. So I just wanted to make sure she

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1 wasn't holding anything up for that confirmation, and
 2 that was my advice.
 3 Q. Was it any part of your role as employer's agent to
 4 advise on the Building Regulations?
 5 A. No.
 6 Q. I think you have explained why you said what you've said
 7 about the Building Regulations.
 8 Returning then to this response and looking at what
 9 you say in the third paragraph, you say:
 10 "I had a quick review of the NBS spec in the tender
 11 does for cladding and it does specify the cladding must
 12 comply with the following standards, one of which
 13 I would anticipate requires flame retardance. However
 14 as client I suggest you seek clarification from Rydon."
 15 Then we can see what you have done is set out
 16 various compliance standards from the NBS specification;
 17 is that correct?
 18 A. That's correct.
 19 Q. Did you actually check those standards yourself to see
 20 whether in fact any of them did have a flame retardance
 21 requirement?
 22 A. No. I didn't write the NBS spec, I don't know all those
 23 standards, I was just trying to be helpful because she
 24 asked me, is it or is it not, and I, as I said there,
 25 anticipated that, you know, one of those standards,

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1 because they're quality standards, would cover fire
 2 arrangements, and I guided her towards talking to Rydon,
 3 who were responsible for the design, to get further
 4 clarification . So I wasn't trying to tell her anything
 5 more than: that's what we put in the tender, and here
 6 are some standards, please check with Rydon.
 7 Q. Did you know that the cladding would have to meet
 8 certain requirements, including that the external wall
 9 needed to adequately resist the spread of fire? Were
 10 you aware of that at the time?
 11 A. Yes, that would be one of many safety standards it would
 12 have to -- the building would have to comply with, yes.
 13 Q. Did you specifically know that that was a key part of
 14 the Building Regulations, or was that just an assumption
 15 you made that that must be the case?
 16 A. Well, in my role as employer's agent, you know, I don't
 17 know the intricate details of -- I'm not a designer, so
 18 I don't know the intricate details of all the
 19 building regs and all the other safety requirements for
 20 all the component parts that go into a building, but
 21 I know that we need to get Building Control sign-off at
 22 the end of the project, and I know that we have
 23 designers that have to design to all the necessary
 24 standards.
 25 Q. Did this email from Claire Williams at this time raise

1 any concerns in your mind as to whether proper checks
 2 had been carried out on the fire performance of the
 3 cladding materials?
 4 A. It didn't, but, I mean, you know, coming back to it now
 5 in hindsight, you can sort of see why this is, you know,
 6 of high importance, and rightly so, but this was one of,
 7 you know, lots of queries I'd got from Claire, and
 8 I replied and directed her towards Rydon.
 9 So I didn't, at the time, sit there with a concern
 10 that there would be a flame or a fire issue with the
 11 cladding because we'd asked for the standards to be met.
 12 Q. Yes.
 13 A. We had an experienced contractor on board who had done
 14 this before. We talked to supply chain that --
 15 you know, they were designing it .
 16 Q. Okay. But you knew that there had been a change as part
 17 of the value engineering exercise to the --
 18 A. Yes.
 19 Q. -- external cladding; you knew that, didn't you?
 20 A. We'd been talking about options on the cladding, yes,
 21 for some time.
 22 Q. Did you also know that the insulation product had
 23 changed in the external wall?
 24 A. I didn't know that, no.
 25 Q. Did you know that the cavity barrier placement had

1 changed from Studio E's designs to what Harley ended up
 2 installing ?
 3 A. No. All my involvement in the sort of change of
 4 cladding was purely around aesthetics, purely around how
 5 it was being fixed to the building, and around,
 6 you know, planning approval and how much it was going to
 7 cost.
 8 Q. Now, we can see that you recommend -- and you have just
 9 been talking about it -- to her that she should approach
 10 Rydon.
 11 Can you just help us, why didn't you approach Rydon
 12 at this time, as employer's agent? Why leave that for
 13 her to do?
 14 A. Because it was -- that was her role. I was
 15 facilitating, she was -- it was a design query and
 16 I wasn't part of the design team at that time. I said
 17 to her, "Go talk to Rydon, they're the designers, you've
 18 got a client query", so that was the appropriate
 19 response, I thought.
 20 Q. I appreciate you're not part of the design team, that's
 21 entirely understood, but as you just said, you were
 22 facilitating, you were the employer's agent, and your
 23 employer has raised a direct query about the
 24 fire resistance requirement of the cladding; why didn't
 25 you think it was part of your role to go and bottom out

1 that query and check and get back to her with a full
 2 answer?
 3 A. Because it was a design query and it was for -- there
 4 were lots of design queries going on. My role was
 5 administering the contract, as employer's agent. Once
 6 contractors' proposals have been -- you know, a change
 7 happens, then I will instruct it and alter the contract.
 8 Q. Okay.
 9 A. If I'd have got involved in all the design queries,
 10 I would have muddied the waters, and as I showed
 11 yesterday, the clear process chart I put in place as to
 12 how changes were going to be reviewed, it was for the
 13 TMO as client to liaise with the designer, Rydon, as to
 14 changes.
 15 Q. Did you think to yourself at the time, "This is
 16 an important query that's been raised by my client,
 17 I had better keep an eye on this and make sure Rydon do
 18 get back to her"?
 19 A. So I saw that I think later that day she forwarded on my
 20 bits that are here to Rydon, so I'd seen that she had
 21 approached Rydon, and I anticipated that something must
 22 have happened and it got sorted, because that's what
 23 generally happens as a custom and practice on the job:
 24 I would get a query around what was maybe in the tender,
 25 I'd direct her, she would go and talk to the designers,

1 they would resolve it , and if it needed me to instruct
 2 it or change the contract, then I would.
 3 Q. I see.
 4 A. And after this , it was never brought back to my
 5 attention . Nobody said, "Oh, there is a problem, I'm
 6 concerned". If somebody had said to me there is a risk ,
 7 a problem, then obviously I would have taken that really
 8 seriously .
 9 Q. Let's look at what you were just describing . If we go
 10 to {ART00008974}, we can then see the email that
 11 Claire Williams sends to Simon Lawrence on
 12 12 November 2014, and you are copied in to that , you are
 13 the only person copied in to that , subject : "Grenfell
 14 cladding", and she says:
 15 "I am just writing to get clarification on the fire
 16 retardance of the new cladding - I just had a 'Lacknall'
 17 moment."
 18 You can see she has cut and paste from your email,
 19 it would appear, the standards that you had sent her.
 20 Is that correct?
 21 A. That's what I saw, yes.
 22 Q. I think you have just explained you weren't aware of any
 23 response from Rydon on this, is that right , whether
 24 written or otherwise?
 25 A. Correct. I don't know. I assume they spoke, sorted it

1 out.
 2 Q. Did you ever consider chasing Rydon for a response to
 3 this?
 4 A. At the time, no, I didn't.
 5 Q. Can you help us as to why not?
 6 A. Because I had assumed that it had been resolved because
 7 of -- I got lots of these type of things, and that was
 8 how things usually happened. So Claire would ask me as
 9 employer's agent what was maybe included in the tender,
 10 and then the design discussion, agreement, would happen
 11 between her -- well, and other TMO representatives, and
 12 Rydon, the designer, whoever it might be, and then it
 13 would come back to me as: right , now we need to instruct
 14 and confirm what it is that we've decided.
 15 Q. But wasn't that a very important email referring to
 16 fire safety , potentially relevant to life safety on the
 17 project? Wasn't that an important email which was
 18 important for you to check had been responded to?
 19 A. I mean, yes, it's important. I mean -- but I didn't see
 20 it really as my job to check that Claire was, you know,
 21 getting replies to every email.
 22 Q. Yes.
 23 A. Looking at it now, you question in your mind: well,
 24 maybe I could have done something. But I think at that
 25 time it was just another email query, I directed her to

1 where to get the answer, and nobody ever -- it never
 2 became a -- nobody raised it to me as an issue going
 3 forward, so I didn't at that time have any concerns that
 4 there was any fire issues with the cladding being
 5 proposed.
 6 Q. Were you concerned that Claire Williams isn't actually
 7 posing a specific question to Rydon in the email? Were
 8 you concerned that the email's slightly kind of
 9 shortform in terms of what she has put here? Did that
 10 concern you?
 11 A. Not at the time, no.
 12 Q. What about liaison with your CDM co-ordinator? Did it
 13 occur to you that maybe the CDM co-ordinator on the
 14 project ought to be made aware of this set of email
 15 exchanges?
 16 A. No, because, again, at the time, it was all part of the
 17 design review process, and they were looking at
 18 different options of the cladding. It wasn't something
 19 I shared with the CDMC.
 20 Q. I see.
 21 Now, in his oral evidence, Mr Lawrence has said that
 22 he thought the email he received, this email, was
 23 continuing discussions that TMO and Rydon were having
 24 about the cladding on the lower floors , and in
 25 particular the glass fibre reinforced concrete products.

1 Can you help us on that: is it right , were you aware
 2 of discussions going on between the TMO and Rydon about
 3 the robustness of the cladding on the lower floors and
 4 specifically about its fire performance?
 5 A. I wasn't aware of any distinction between lower and
 6 upper floors , other than the lower floors needed --
 7 because they didn't currently have a -- they weren't
 8 being overclad.
 9 Q. When you received this email, you were copied in to it ,
 10 did you understand this email's concerns about the
 11 Lakanal House issue to relate only to concerns about the
 12 cladding of the lower floors , or did you take it as
 13 a concern more generally about the cladding?
 14 A. I just took it as the cladding for the whole building.
 15 Q. Yes.
 16 I now want to ask you about some of Mr Gibson's
 17 evidence. David Gibson of the TMO has made two witness
 18 statements to the Inquiry, and I want to start by
 19 looking at his first statement. This is {TMO00000887}.
 20 It's his statement which was dated 23 January 2019, and
 21 I want to go to pages 18 to 19. Start on page 18
 22 {TMO00000887/18}.
 23 So from paragraphs 94 onwards, he explains in these
 24 paragraphs that he didn't have a clear understanding of
 25 what the cladding would involve, and he then goes on and

1 describes raising a query with Rydon about this, and he
 2 says specifically he raised it with Simon Lawrence.
 3 Can I just check: have you read these passages of
 4 Mr Gibson’s first statement before?
 5 A. I’ve read Claire Williams’. I don’t know if I’ve read
 6 David Gibson’s.
 7 Q. Let me take you through them, then.
 8 A. Please.
 9 Q. So at 94 he says he did not have a clear understanding
 10 of what the cladding would involve, and he envisaged it
 11 would be as composite panels of rainscreen.
 12 Then he says:
 13 "I recall however at one of our monthly Design
 14 Development Meetings, Simon Lawrence of Rydon indicating
 15 that there was disparity between the delivery times for
 16 insulation and rainscreen and to avoid delaying the
 17 project he indicated their intention to install the
 18 insulation first and fit the rainscreen later."
 19 Then he says in 96:
 20 "This was the first I was aware that the two items
 21 [ie the insulation and the rainscreen] were separate and
 22 it raised some concerns in my mind having then recently
 23 read recommendations following the Lakanal House Fire
 24 Inquest ..."
 25 At 97 he tells us at this time:

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1 "... Rydon were erecting the mast climbers to the
 2 Tower and had not then fitted any cladding other than
 3 the sample that was on display."
 4 Then I think we can pick it up in more detail at 98.
 5 He says this:
 6 "I raised this with Simon Lawrence as a matter of
 7 serious concern and asked him if he could give some
 8 assurance that we would not have a Lakanal-type problem
 9 with the separation of rainscreen and insulation."
 10 Then if we can go over to look at 99
 11 {TMO00000887/19}, he says this:
 12 "The meeting was chaired by Philip Booth of Artelia
 13 and Simon Lawrence assured us that this would create no
 14 problem because the materials used were completely inert
 15 and would not bum at all. The meeting accepted his
 16 assurances in this regard and nothing came to my notice
 17 subsequently prior to the fire to question that these
 18 assurances were not accurate.
 19 "The minutes of this meeting were produced by
 20 Artelia and they definitely existed because I recall
 21 reading them. I recall that 'Lakanal' had been spelled
 22 incorrectly in the minutes. I understand these minutes
 23 cannot be located in TMO files."
 24 Then at 101 he said:
 25 "I have a clear recollection of the discussion and

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1 of the minute recording it. My recollection is that it
 2 was raised at a Design Development Meeting and the
 3 minute was produced in time for the next Monthly
 4 Meeting. It was produced in hard form at that time and
 5 may not have been scanned onto TMO system or received
 6 electronically. I know I did not receive the minute
 7 electronically before the meeting because it was handed
 8 to me in hard form at the meeting. Until the occurrence
 9 of the fire at Grenfell Tower I had always believed the
 10 cladding installed was inert as had been assured by
 11 Simon Lawrence and I had no reason to consider
 12 otherwise. I cannot recall the date of the meeting but
 13 I have given some details in my statement as to when it
 14 was. I think it may have been about March - April 2015
 15 or possibly earlier."
 16 So I’ve read that all out to you so that you can see
 17 clearly what he’s saying.
 18 Before I ask you some questions about it, I also
 19 want to show you what he says in his second witness
 20 statement. This is dated 5 February 2019, this is
 21 {TMO00842310/8}, paragraph 23. So this is where he
 22 gives a little bit more evidence on this point, and he
 23 says:
 24 "I have been asked what precisely I meant when, in
 25 the earlier meeting I asked for assurance that we would

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1 not have a Lakanal-type problem with the separation of
 2 the rainscreen and the insulation. Prior to that
 3 meeting, I had believed that the cladding and the
 4 insulation were manufactured off-site ..."
 5 Et cetera.
 6 Then he says:
 7 "It was only during that meeting, when I learnt from
 8 the contractors that they were to be installed
 9 separately, that I recalled a learning or advice note
 10 circulated by the HSE following the fire at
 11 Lakanal House that noted that the cladding had acted as
 12 a flue or a chimney. I raised these concerns in the
 13 meeting and Simon Lawrence of Rydon responded by
 14 assuring me that the rainscreen and the insulation were
 15 'completely inert' and 'would not burn at all'.
 16 I believe those were the exact words used."
 17 So I’ve shown you all of that in detail.
 18 Now, in your first witness statement at
 19 paragraph 173 {ART00008527/52} you say that you don’t
 20 recall any other occasions, other than the Lakanal
 21 emails we discussed between you and Claire Williams,
 22 where any party raised the fire at Lakanal House or
 23 sought any assurances about the fire performance or fire
 24 specification of the cladding system.
 25 I want to check: does that remain your evidence?

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1 Does showing you this provoke any recollection on your
 2 part of David Gibson raising with Simon Lawrence, at
 3 a meeting you minuted, these issues?
 4 A. I was definitely not at a meeting that that was
 5 discussed. All the meetings I was at were minuted, we
 6 produced them. It may -- I didn't go to design
 7 development meetings because I wasn't part of the design
 8 at that time. So I'm not saying it didn't happen, it
 9 may well have happened, but it wasn't a meeting that
 10 I was at, so I don't have any recollection of that
 11 discussion point at all.
 12 Q. Okay.
 13 A. And all of our other meetings have got clear minutes
 14 issued for them.
 15 Q. Yes.
 16 A. So maybe it was a Rydon meeting that he remembers, but
 17 I wasn't there.
 18 Q. Do you ever recall anyone using the word "inert" or
 19 "completely inert" in the context of the cladding
 20 materials?
 21 A. No, I had no -- other than that one email, I didn't have
 22 any -- nothing was raised to me about fire retardance or
 23 anything around the cladding. All of my cladding
 24 discussions were around what it was going to look like
 25 and how it was fixed to the building.

1 Q. I see.
 2 In her statement, Claire Williams says that Artelia
 3 gave her a hard copy of the minutes recording
 4 David Gibson's question.
 5 Now, can you help us as to whether Artelia ever did
 6 just produce hard copies of the minutes as opposed to
 7 any electronic form of minutes as well?
 8 A. No, I'm not familiar with that. Every other minutes we
 9 did were issued electronically rather than hard.
 10 I don't know why we would print one and just hand it to
 11 them.
 12 Q. Were there ever any meetings that weren't minuted?
 13 A. Erm ... I think most of them were. There were lots of
 14 them, but I have ... I was not at a meeting where this
 15 was discussed.
 16 Q. Okay. So you can't help us as to whether someone from
 17 Artelia may have recorded a conversation about the
 18 cladding and produced it only in a hard copy form?
 19 A. No. It doesn't sound right. I don't -- I definitely
 20 didn't do that or write some minutes and only hand it in
 21 hard copy. It's not in accordance with our checking and
 22 all the other minutes we did.
 23 Q. Exova now, I want to ask you a bit more about the
 24 fire strategy and Exova's work on the project.
 25 Can we pick it up with an email, this is

1 {ART00008891}. This is an email from you to
 2 Paul Dunkerton on 10 May 2013. So this is shortly after
 3 you joined the project in March 2013. In the third
 4 paragraph you say this:
 5 "Yesterday we did discuss the future consultant and
 6 contractor appointment strategy and arrangements.
 7 I feel this needs further consideration and we propose
 8 to prepare a procurement paper for your consideration
 9 and approval on this. I want to ensure that it is very
 10 clear what everyone's role is going forward, how the
 11 contracts and appointments work and what TMO are
 12 committing to going forward. I have put some words
 13 about this into your attachment which I hope is
 14 appropriate and clear."
 15 Now, there's an attachment to this document, if we
 16 can go to that, {ART00008711/2}, if we look at the
 17 bottom, we see this, it says:
 18 "Appleyards proposal for new appointments
 19 "Following the approval of the Grenfell Tower
 20 project rebrief Appleyards have proposed to prepare
 21 a procurement paper setting out how the contractor and
 22 consultants should be appointed going forward."
 23 If we go back up to the first page {ART00008711/1}
 24 of this document, at the bottom of the page we see
 25 a header "Other appointments", in the second half of

1 that page. We can see the third and fourth lines down
 2 refer to Exova, and we have:
 3 "Exova, to [assess] existing fire strategy for
 4 building.
 5 "Exova, advise on fire strategy during
 6 construction ..."
 7 Can you see that?
 8 A. I can.
 9 Q. We can see that it says:
 10 "Exova, advise on fire strategy during construction
 11 stage D - F and to provide strategy for building on
 12 completion of work for TMO records."
 13 Do you see that there?
 14 A. Yes.
 15 Q. So is it right that, from the very beginning of your
 16 work on the project, you expected that Exova would
 17 produce fire strategy advice through the construction
 18 phase to completion of the work?
 19 A. This was a document which we were trying to record all
 20 of the fees that had been sort of -- and appointment to
 21 date and for them to assess what was likely to be going
 22 forward, and these were provided to me when I took over,
 23 and so yes, I -- obviously Exova had done some work
 24 already, and there was some work still to be done there.
 25 Q. Yes, so you anticipated further work from Exova through

1 to completion of the work for TMO records; do you see
 2 that there?
 3 A. At that time, yes.
 4 Q. Did Artelia in fact prepare a procurement paper
 5 following your offer to do that in the email to
 6 Paul Dunkerton?
 7 A. I think what actually happened is the procurement paper
 8 got sort of subsumed into the status reports that we
 9 did, so it didn't sort of warrant its own just on
 10 procurement. Because we were looking at everything in
 11 a whole, the procurement aspect got rolled into the
 12 status report papers.
 13 Q. So we know, in the event, that on the refurbishment
 14 works Exova prepared three draft outline fire safety
 15 strategies; the first one was in October 2012, the
 16 second one was in October 2013, and the final one was
 17 7 November 2013. So the first one was before your
 18 appointment, but the second two of those were after your
 19 appointment. That's right, isn't it?
 20 A. Can you say that again, sorry?
 21 Q. So there was a draft 1 of the fire strategy in
 22 October 2012, that was before your appointment.
 23 A. Yes.
 24 Q. But then there were two revisions to that in
 25 October 2013 and November 2013. That was during your

1 time on the project.
 2 A. Yes. The last version was included in the tender that
 3 we went out to the contractors for.
 4 Q. Did you read any of the outline fire safety strategies
 5 when they were produced?
 6 A. Yes.
 7 Q. For what purpose were you reading them?
 8 A. It was part of the tender that I was collating. I mean,
 9 I didn't -- I just wanted to be familiar with what it
 10 said, and so I received it along with all the other
 11 papers that came from the design team to form the tender
 12 that we went out to the contractors on.
 13 Q. Did you regard it as part of your role to check that
 14 Exova had completed the work that it had promised in its
 15 fee proposal?
 16 A. I don't think that is part of my role, no.
 17 Q. I'm asking you: at the time, did you think it was part
 18 of your role to check that Exova had completed the work
 19 it had promised in its fee proposal?
 20 A. No.
 21 Q. And why not?
 22 A. I didn't have engagement with Exova. They weren't part
 23 of the core professional team that I was working with
 24 for preparing the tender documents. They were
 25 appointed, I think, either direct by TMO or under

1 Studio E as a sort of specialist contractor, so --
 2 Q. So they weren't appointed by Studio E.
 3 A. Okay.
 4 Q. They were appointed by the TMO, but Artelia gave the
 5 instruction to accept their fee proposal. We do know
 6 that.
 7 A. Okay.
 8 Q. Are you saying that you yourself had no involvement in
 9 terms of monitoring Exova's work, looking at the
 10 fee proposal, looking at what they delivered, and
 11 advising your client on the discharge of that?
 12 A. No, I didn't see my role as employer's agent to monitor
 13 their work. You know, they provided a fire strategy,
 14 I had received one, it went into the tender. That's --
 15 I think I've got a duty to raise concerns if anybody is
 16 underperforming, as an employer's agent. I didn't have
 17 any concerns.
 18 Q. I think you agreed at the beginning of your evidence
 19 that you did accept it was part of your role to check
 20 for gaps in any work not completed. Are you saying that
 21 you didn't ever perform those checks in terms of Exova's
 22 engagement on the project?
 23 A. Yeah, so I didn't. Yes, that is a role of mine.
 24 I didn't perceive there was a gap. We had
 25 a fire strategy.

1 I think in the employer's agent duties there, it's
 2 about advising on, you know, clear and obvious gaps.
 3 I'd expect my design leaders to tell me if there were,
 4 like, real specialist sort of gaps. Not every project
 5 always has a fire engineer on, so it wouldn't always be
 6 an actual gap that, as an employer's agent, I would
 7 necessarily highlight. But we had the fire strategy,
 8 they did ...
 9 Q. That was my next question: if you didn't have that role,
 10 who did you think did have that role to check the work
 11 that Exova had done under its fee proposal and ensure
 12 that it had completed its work? And indeed we saw here
 13 that the intention was to have something completed at
 14 the end of the project for TMO records. If it wasn't
 15 your role, whose role was it?
 16 A. So as an employer's agent, I can't check people's, like,
 17 design outputs. I could check -- you know, if
 18 an architect does a drawing, I could check that, but I'm
 19 not qualified to check the quality of them. I would
 20 rely on the designers to highlight any gaps or to do
 21 whatever checks there might be in place. Is that ... so
 22 does that answer your question?
 23 Q. It's answered my question.
 24 A. Okay.
 25 Q. Can we now go to {EXO0001106}. This is the third and

1 final issue of the outline fire safety strategy dated
 2 7 November 2013. If we can go within it to page 9
 3 {EX000001106/9} and look at the top of the page, we can
 4 see here under "Compliance with B4 (external fire
 5 spread)", it is said:
 6 "It is considered that the proposed changes will
 7 have no adverse effect on the building in relation to
 8 external fire spread but this will be confirmed by an
 9 analysis in a future issue of this report."
 10 Do you see that there?
 11 A. I do.
 12 Q. Now, did you read that, do you think, at any stage when
 13 working on the project?
 14 A. I did.
 15 Q. Would you agree with me, you don't need to be a designer
 16 to see that the work that Exova's doing in relation to
 17 that aspect is not complete, and that an analysis in
 18 a future issue of the report is being promised? Do you
 19 agree with that?
 20 A. So when I read this -- and I have gone back to this
 21 subsequently -- I read it at a time where I'm collating
 22 a lot of tender documents ready to go out to tender, and
 23 design in many aspects is not complete. It's only up to
 24 a certain stage to go to tender. When I read that
 25 sentence, it says to me there are no adverse effects on

1 the building in relation to the external fire spread, so
 2 from my perspective, it didn't raise any alarm bells.
 3 At that time of the design development, it felt there's
 4 no alarm here. But I recognised that there was further
 5 design that would need to be done, as with the rest of
 6 the project, and that that would need to be done in the
 7 next stage by the design and build contractor.
 8 Q. I see. So you saw it as something for Rydon to pick up
 9 if they saw fit to do so; is that right?
 10 A. Yes, and we drew to Rydon's attention that this was the
 11 strategy at that time of the design development, and
 12 that they needed to, you know, take the design forward
 13 as the design and build contractor and satisfy that
 14 compliance is met.
 15 Q. As employer's agent, agent to the TMO, wasn't this gap
 16 in Exova's work something that you should have spotted
 17 and at the very least pointed out to your TMO client?
 18 A. Reading it at the time, I didn't see it as a gap. It
 19 was a -- there is no adverse effect at this time, but
 20 that, you know, more design work is required. At this
 21 time, we haven't -- you know, I also knew that we needed
 22 to appoint a design and build contractor that would
 23 bring with them a supply chain of specialist cladding
 24 suppliers -- you know, designers and suppliers. They do
 25 it day in, day out, they install these things, so they

1 was bringing in the expertise to make sure that we got
 2 the best design and it complied.
 3 So at the time of reading this, I didn't see this as
 4 a gap or an issue or a problem. I saw it as a status of
 5 design. We went to tender, passed it over to the design
 6 and build contractor for them to then carry on the
 7 design process through to completion.
 8 Q. Now, we know -- and you have just referred to it -- that
 9 a version of this outline fire safety strategy was
 10 included in the tender documentation. Can we now go to
 11 {ART00008667}. This is an email dated 11 November 2013.
 12 It's from Andrew Snelling of ADS.
 13 Is it right that ADS was subcontracted by Artelia to
 14 assist Chweechen Lim in costing the M&E elements; is
 15 that right?
 16 A. That's correct.
 17 Q. So it's to you and Chweechen Lim, and it's just before
 18 the OJEU notice was published. We can see from the
 19 email that Andrew Snelling has concerns about going out
 20 to tender, and in the middle of the page, he says at
 21 point 6:
 22 "Fire Strategy has not been signed off by
 23 Building Control/Fire Officer."
 24 Do you see that there?
 25 A. I do.

1 Q. You say in your witness statement -- this is
 2 paragraph 93 on page 25 {ART00008527/25} -- that
 3 Andrew Snelling was highlighting outstanding M&E items.
 4 Did you understand that he was referring to the
 5 Exova fire strategy that we've just looked at, or was he
 6 referring to some other fire strategy?
 7 A. No, I think he was referring to the Exova fire strategy.
 8 Q. When you received this email, did it prompt you to
 9 consider what position had been reached with the Exova
 10 strategy which had been included in the tender
 11 documents?
 12 A. Yes.
 13 Q. What checks did you then carry out?
 14 A. So Artelia were pulling together the tender, and Andrew
 15 was giving us his advice on where he saw we were at that
 16 time.
 17 Andrew wasn't involved in the project as much as
 18 Chweechen and I, and what we have -- and I got this
 19 email, met with Chweechen, we went through all the bits
 20 that he raised, some of them we resolved and some of
 21 them we considered. The fire strategy not being
 22 signed off by Building Control -- we knew we had the
 23 fire strategy, it was there, it was complete, it was
 24 completed by a fire engineer, and so it was
 25 appropriate -- a decision was made, I felt we could go

1 out to tender on this basis. We didn't need to have it
 2 checked by Building Control or fire officer because we
 3 had a professional prepare it, it was there, we were
 4 advising the tendering contractors of what the
 5 fire strategy was.

6 So we went through all of these, and there was
 7 a slight delay before we went out to tender as we had to
 8 resolve some of these things, but that wasn't something
 9 that was a concern to me.

10 Q. You say the fire strategy was complete; was that your
 11 understanding having read the report or had somebody
 12 told you that the fire strategy was complete?

13 A. So I was assured, I had a fire strategy piece of paper
 14 by a qualified fire engineer telling me what the
 15 strategy was. The point -- we were at a point of design
 16 where we wanted to go out to the market, and the point
 17 of tendering for a design and build contractor is to
 18 tell them how far you have got on the design, give them
 19 a clear understanding of where it's got to, and I felt
 20 that we were at an appropriate time to go out to tender,
 21 because we had a fire strategy, it was clear where we
 22 got to, what was decided and what wasn't.

23 Q. Okay.
 24 Can we now going to {ART00002256}. These are
 25 minutes of the contractor introduction meeting that was

1 held with Rydon on 1 April 2014. We can see that you're
 2 at this meeting from the list, and we can also see that
 3 you checked the minutes of this meeting.

4 If we go to page 4 {ART00002256/4} and look at
 5 point 5.3 in the middle of the page, we can see it says:
 6 "Exova completed the fire strategy at tender stage.
 7 They have not been novated, but SL [Simon Lawrence] will
 8 contact them with the view of using them going forward."

9 Do you see that there?

10 A. I do.

11 Q. Did you understand by that stage that three draft
 12 outline fire safety strategies had been delivered, but
 13 Exova had not yet delivered any detailed fire strategy?
 14 Did you realise that at this time?

15 A. Erm ... well, the fire strategy that I had at tender,
 16 that was the same one, so did it say "draft" on it?
 17 I ... that was my understanding. That was the report we
 18 got, and we tendered it and gave it over to
 19 Simon Lawrence.

20 Q. Do you agree that by this stage the cladding materials
 21 had not been finally selected?

22 A. Yeah, we'd put some alternatives in the tender, but
 23 you're right, it had not been finally selected.

24 Q. And there had been no confirmation from RBKC planners
 25 that ACM would be acceptable, had there, in April 2014?

1 That didn't come until much later in the year.

2 A. Okay. Agreed.

3 Q. Now, we can see from the minutes that it said that Exova
 4 have not been novated but Simon Lawrence will contact
 5 them with a view to using them going forward, that's in
 6 that second sentence.

7 Can you remember what was actually discussed at this
 8 meeting about Rydon appointing Exova?

9 A. So my memory is mainly around: we were clarifying -- as
 10 it says under there, novation of designers -- which
 11 designers, we -- well, as the TMO -- and we were passing
 12 over to the contractor. It was always understood that
 13 the structural engineers, Curtins, and the architects,
 14 Studio E, would be novated so that the knowledge they'd
 15 gained thus far in the project would stay and they would
 16 complete the design process, and that's what we
 17 confirmed higher up.

18 But Exova, who had completed the fire strategy, were
 19 not going to be novated, but we wanted to draw to the
 20 attention of the design and build contractor -- not
 21 telling them who they had to use, that's their
 22 prerogative -- draw to their attention that, you know,
 23 this was done, this is where the design was, suggesting
 24 that they got in contact to consider using them going
 25 forward.

1 Q. I see. So you recall that actually being said to Rydon,
 2 do you?

3 A. That's my --

4 Q. "This is where we have got to", and suggest that they
 5 get in contact to consider using them going forward?

6 A. Yes, and that's what I think the minutes record.

7 Q. Yes.

8 Now, if we go forward in the minutes to June 2014,
 9 this is at {TMO00832490}. So what we were just looking
 10 at was 1 April 2014. I now want to look at
 11 13 June 2014. This is called the pre-start meeting. We
 12 can see you're present, and again you have checked the
 13 minutes.

14 Then if we go to item 3.5 on page 3 {TMO00832490/3},
 15 we can see there's an action there:

16 "[Simon Lawrence] to appoint other consultants (to
 17 include fire, DDA, acoustic, etc) after the main
 18 sub-contractors are on board."

19 So did that mean Simon Lawrence to appoint other
 20 consultants, and when it talks about fire, was that
 21 envisaging either Exova or someone like Exova?

22 A. Yes.

23 Q. And DDA, can you help us with what that was referring
 24 to?

25 A. Disabled access.

1 Q. Yes. Some form of disability consultant?
 2 A. Yes. Sometimes they -- because there were some ramps
 3 and things at the lower level and they wanted to make
 4 sure that the building was going to be accessible to
 5 all.
 6 Q. Had there been a recommendation by Artelia or the TMO
 7 that disability consultants should be involved?
 8 A. I don't think we recommended it. I mean, it needed to
 9 make sure -- the design needed to make sure it complied
 10 with, again, those standards of accessibility, public
 11 building and the residents may well need that, but it
 12 wasn't dictating that they needed to have a specialist
 13 designer for that.
 14 Q. Yes.
 15 A. But the design, as overall by Rydon, needed to comply.
 16 Q. Now, if we go on in time to look at {ART00002797}, these
 17 are minutes of the progress meeting number 3 on
 18 16 September, so about a month later, 2014. Again, we
 19 can see you're there and you have checked the minutes,
 20 and if we go to page 2 {ART00002797/2} at item 1.4, we
 21 see the same action again in that first line:
 22 "[Simon Lawrence] other consultants (to include
 23 fire, DDA ...)"
 24 Do you see that there?
 25 A. I do, yes.

1 Q. You can take it from me that in the October progress
 2 meeting number 4, held on 21 October 2014, exactly the
 3 same item appears again at point 1.2 at the top of
 4 page 2 of those meeting minutes.
 5 So we're seeing the same action through from June,
 6 September, October; that's correct, isn't it?
 7 A. Yes.
 8 Q. Did anyone query at these meetings whether
 9 Simon Lawrence had or in fact was intending to appoint
 10 a fire consultant?
 11 A. My memory from these meetings is we were at the early
 12 stage of the ... Rydon coming on. They were initially
 13 appointed on a limited scope of work under
 14 a pre-construction services agreement, so they'd only
 15 been appointing the sort of key designers and
 16 subcontractors that they needed to progress the
 17 pre-construction services work.
 18 Q. So it didn't strike you as odd that this minute was
 19 coming up again and again with no change on --
 20 A. We did keep pressing it as an action, that's why it
 21 stayed on there a number of times, and Simon Lawrence's
 22 response was, "Well, we're going through the procurement
 23 process of bringing on our subcontractors and
 24 designers", and he had started with bringing on,
 25 you know, the M&E and the façade people, because that's

1 some of the area that we were really focusing on, so he
 2 wanted to bring them on board, but he hadn't yet got
 3 round to appointing the follow-ons. That's why we -- it
 4 kept on there.
 5 Q. Can we go to {ART00003150}. These are minutes of
 6 progress meeting number 5 held on 18 November 2014.
 7 Again, we can see you're present and you've checked the
 8 minutes.
 9 If we go at the bottom of the page to point 1.2, we
 10 can see it says:
 11 "[Simon Lawrence] has now received the signed
 12 contract. [Simon Lawrence] to arrange preparing the
 13 bond/warranties etc."
 14 That's all that's said about appointments in these
 15 meeting minutes. There is no mention at all of
 16 appointing consultants, whether that be fire consultants
 17 or Disability Discrimination Act, DDA, consultants.
 18 Can you help us, how did the action about Rydon
 19 appointing a fire consultant drop out of the minutes?
 20 A. I don't know. Usual custom and practice is that only
 21 once a minute has been completed, then it wouldn't
 22 manifest itself, we wouldn't write it again in the
 23 following month, and so the few meetings beforehand it
 24 was there --
 25 Q. Does that mean you thought at the time that Rydon had

1 appointed a fire consultant?
 2 A. I don't have a vivid memory of it, so I don't know, so
 3 I can't answer that, but that would be usually what
 4 would happen. That's why actions usually dropped off
 5 the minutes. But I don't have a memory of him, Simon,
 6 saying, "I have appointed a fire consultant", I am
 7 afraid.
 8 Q. Do you recall anybody noticing at the time that the
 9 action about Rydon appointing a fire safety consultant
 10 had not been closed off?
 11 A. No. We did -- you know, also, whenever we write
 12 minutes, we do send them for draft and then ask at the
 13 beginning of the next one: is there any inaccuracies?
 14 And ... but I just -- I don't remember what happened
 15 there, I'm afraid.
 16 Q. Simon Lawrence's oral evidence was that Rydon decided
 17 internally not to appoint one. Was that ever discussed
 18 or communicated to you?
 19 A. It may have been. I mean, I knew that -- I don't have
 20 a memory of that. I mean, I knew that the overall
 21 design responsibility sat very clearly with Rydon, and
 22 we weren't dictating who they needed to appoint to
 23 discharge that design responsibility.
 24 Q. No, but I'm asking you a specific question: was it ever
 25 communicated to you that Rydon had decided not to

1 appoint fire consultants?
 2 A. I don't have a strong memory of that, no.
 3 Q. Can you recall any discussion at this time about
 4 disability consultants, again why that was allowed to
 5 drop off? Was there any discussion around that at this
 6 meeting?
 7 A. No, I don't remember. I remember that -- I do remember
 8 that we had a point we're focusing -- or Rydon were
 9 saying they were focusing on their main subdesigners and
 10 subcontractors to start with, and there was a reticence
 11 to appoint too many additional people whilst they didn't
 12 have the contract, signed contract in place, because
 13 they were only under a limited instruction to start with
 14 under the --
 15 Q. But they had the signed contract in place from
 16 July 2014, so this postdates that, doesn't it?
 17 A. Well, that's what this minute is, 1.2, "SL has now
 18 received the signed contract".
 19 Q. Oh, I see.
 20 A. That's what I remember it. They had a pre-construction
 21 agreement before that, but it was only focusing on
 22 certain activities that were some value engineering
 23 activities, cladding design -- that's why they appointed
 24 those people first.
 25 Q. Okay.

1 We know that Exova was not novated to Rydon
 2 following appointment as main contractor, and Exova was
 3 not otherwise retained by Rydon as fire safety
 4 consultant.
 5 Were you ever concerned that a fire consultant had
 6 not been appointed directly by Rydon on the project?
 7 A. At the time, no.
 8 Q. Did you ever have any discussions with your client about
 9 that, the TMO, about whether it might be a good idea to
 10 discuss with Rydon why a fire consultant hadn't been
 11 appointed?
 12 A. No. I mean, there were plenty of fire elements being
 13 discussed on the project that you will see elsewhere in
 14 the minutes, and they were -- so there was -- it wasn't
 15 like it was a subject that wasn't ever discussed, but
 16 they were largely -- they were around the smoke extract
 17 system, that design, making sure that -- the
 18 Fire Brigade was involved, TMO's fire officers were
 19 involved.
 20 Q. I understand all that. I wanted to know whether it was
 21 ever discussed between you and your client --
 22 A. No.
 23 Q. -- whether or not that should be raised with Rydon.
 24 Were you aware of the basis on which Exova was used
 25 by Rydon and others after Rydon's appointment?

1 A. I don't know, no.
 2 Q. Did you know at the time that the design team
 3 occasionally asked for Exova's input on an ad hoc basis?
 4 Were you aware of that?
 5 A. No, but I'm not surprised by that, because we had
 6 introduced them.
 7 Q. I see. So had you been aware of that, that wouldn't
 8 have concerned you, that Exova were being used on
 9 an ad hoc basis?
 10 A. No. So, you know, Rydon were in control of the design.
 11 We(?) decided who was going to be novated over, and they
 12 were clear that they had to discharge their design
 13 responsibilities, and it was for them to decide which
 14 designers they needed in place.
 15 Q. Did you ever enquire whether a final version of the
 16 outline fire safety strategy had been produced?
 17 A. No, I didn't ask that question.
 18 Q. Wasn't that an important document for your client, the
 19 TMO? We know, for example, that the cladding changed
 20 really quite radically between what the tender suggested
 21 and then what was put on the building. Why didn't you
 22 ever have a discussion with your TMO client about
 23 whether Exova's work needed finishing and a final
 24 detailed fire strategy for this building prepared?
 25 A. So I would expect that sort of thing to happen, but when

1 I left the project it was still mid-construction. At
 2 the end of projects, usually you start engaging with the
 3 client at handover about, you know, what's their new
 4 fire risk assessment that they're going to have in
 5 place, which would include what's the final
 6 fire strategy based on the overall building. But when
 7 I left it was still mid-construction, so I didn't bring
 8 that up.
 9 Q. Would you accept that it would part of Artelia's role as
 10 employer's agent or as CDM co-ordinator to have those
 11 discussions with the TMO about a final fire strategy for
 12 the building?
 13 A. I think in handover duties you need to make sure that
 14 there are -- the fire operations and strategy, so the
 15 client -- is in place, so the fire risk assessment the
 16 client has to write to look after the building going
 17 forward is in place. So I think that's part of the
 18 handover at the end.
 19 Q. Just finally in my questions, some very brief questions
 20 about the health and safety file on the project.
 21 Were you ever made aware of any steps which Artelia,
 22 as CDM co-ordinator, was taking to create the health and
 23 safety file during the time you worked on the project?
 24 A. So I was aware Keith Bushell was the CDMC, and I was
 25 aware that he did -- he provided information that went

1 into the tender documents, and also --
 2 Q. But were you ever aware that he was collating
 3 information for use on a health and safety file? Were
 4 you ever made aware of that?
 5 A. So I was aware that he'd put together the -- as is
 6 normal custom and practice, the structure of what the
 7 health and safety file would look like and what would
 8 need to be provided by the designers and also the main
 9 contractor, so that that could be collated at the end as
 10 a record of the as-built.
 11 But when I was on the project, we were still
 12 mid-construction, so I think we'd only got to the point
 13 of: this is what we're going to expect the structure to
 14 be. I don't believe it had been put together.
 15 MS GRANGE: Okay.
 16 Mr Chairman, I've reached the end of my questions.
 17 SIR MARTIN MOORE-BICK: All right. Thank you very much.
 18 MS GRANGE: If we could just have a short break, I would
 19 have thought ten minutes, to sweep up.
 20 SIR MARTIN MOORE-BICK: Yes, we will do that.
 21 Well, Mr Booth, counsel thinks she has finished her
 22 questions, but we need to have an opportunity to sweep
 23 up and make sure there is nothing that ought to have
 24 been asked that hasn't been asked, or that there are
 25 questions from others that we need to put to you.

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1 So we will break now until 12.45, and then we will
 2 come back and see if there is anything else we need to
 3 ask you. All right?
 4 THE WITNESS: Okay, thank you.
 5 SIR MARTIN MOORE-BICK: Thank you very much.
 6 (Pause)
 7 Right, 12.45, please. Thank you.
 8 (12.37 pm)
 9 (A short break)
 10 (12.45 pm)
 11 SIR MARTIN MOORE-BICK: All right, Mr Booth, we will just
 12 see if there are any more questions for you.
 13 THE WITNESS: Okay.
 14 SIR MARTIN MOORE-BICK: Yes, Ms Grange, have you found some?
 15 MS GRANGE: No more questions, but just a clarification on
 16 my part. I think I may have said, perhaps up to two
 17 times, that the Exova outline fire safety strategies
 18 were drafts. In fairness to you, they're not marked as
 19 draft. It was Exova's existing fire safety strategy
 20 that was marked as a draft. They were always just
 21 outline fire safety strategies. So I feel I ought to
 22 correct that, in fairness to you.
 23 THE WITNESS: Okay, thank you.
 24 MS GRANGE: I don't know if there was anything more you
 25 wanted to say on that as a result of that correction,

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1 but I just wanted to make that clear.
 2 THE WITNESS: Thank you.
 3 SIR MARTIN MOORE-BICK: Right.
 4 Well, Mr Booth, it only remains, then, for me to
 5 thank you very much for coming here to give your
 6 evidence. I'm sorry that we had to do it over two days,
 7 not one, but these things happen sometimes.
 8 Anyway, it's been very helpful to hear from you, and
 9 we are grateful to you for coming, and now you are free
 10 to go.
 11 THE WITNESS: Thank you very much. I hope my small part
 12 helps with making sure something like this never happens
 13 again.
 14 SIR MARTIN MOORE-BICK: Thank you.
 15 THE WITNESS: Thank you.
 16 MS GRANGE: Thank you.
 17 (The witness withdrew)
 18 SIR MARTIN MOORE-BICK: Now, Ms Grange, we would normally
 19 have to have a short break for housekeeping purposes at
 20 this stage anyway.
 21 MS GRANGE: Yes.
 22 SIR MARTIN MOORE-BICK: I will suggest we break now for
 23 lunch.
 24 MS GRANGE: Yes.
 25 SIR MARTIN MOORE-BICK: We will take the hour for lunch, but

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1 we will resume at 1.45. Would that be all right?
 2 MS GRANGE: That would be fantastic. Yes, thank you.
 3 SIR MARTIN MOORE-BICK: Good.
 4 1.45 then, please. Thank you.
 5 (12.48 pm)
 6 (The short adjournment)
 7 (1.45 pm)
 8 SIR MARTIN MOORE-BICK: Yes, Ms Grange. Now, who do we have
 9 next?
 10 MS GRANGE: Yes, Mr Chairman, we have another Artelia
 11 witness. Could we have Mr Neil Reed, please.
 12 SIR MARTIN MOORE-BICK: Good, thank you very much.
 13 MR NEIL REED (affirmed)
 14 SIR MARTIN MOORE-BICK: Thank you very much, Mr Reed. Good
 15 afternoon. Sit down, make yourself comfortable.
 16 I know you have been waiting quite a while to give
 17 your evidence. I'm sorry we have kept you waiting, but
 18 that sometimes happens. Anyway, we're ready to go now.
 19 THE WITNESS: Thank you.
 20 SIR MARTIN MOORE-BICK: All right.
 21 Yes, Ms Grange.
 22 Questions from COUNSEL TO THE INQUIRY
 23 MS GRANGE: Thank you, Mr Reed, for coming today and
 24 assisting the Inquiry with its investigations, it's very
 25 much appreciated.

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1 My questions are intended to be short and simple,
2 but if you have any difficulty understanding anything
3 I'm asking you, please ask me to repeat the question or
4 put the point in a different way.
5 If you need a break at any time, please let us know.
6 Please keep your voice up so that the lady sitting
7 to your right can take a nice clear note of your
8 evidence.
9 Now, you have made two statements to the Inquiry.
10 If we go to the first , this is {ART00006663}, there we
11 have it . If we turn to page 39, we can see it 's dated
12 18 October 2018. Is that your signature there?
13 A. It is .
14 Q. Have you read it recently?
15 A. I have.
16 Q. Are the contents true?
17 A. Correct.
18 Q. Thank you.
19 If we go to your second statement, this is
20 {ART00009419}. This is a shorter statement, and if we
21 go on to page 6 at the end, we can see it 's dated
22 11 March 2020. Again, is that your signature there on
23 that page?
24 A. It is , yes.
25 Q. Have you read that statement recently?

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1 A. I have.
2 Q. Are the contents true?
3 A. Correct.
4 Q. Have you discussed your statements or your evidence with
5 anybody before coming here today?
6 A. No.
7 Q. If we go back to your first witness statement where you
8 set out your qualifications , I want to first ask you
9 about your background and your work history. So if we
10 can go to that on page 2, this is {ART00006663/2}, and
11 look at paragraph 4, you tell us there you graduated
12 with a first class degree in construction management
13 from Southbank University in 1993, and since 1997 you've
14 been a member of the Chartered Institute of Building,
15 and then since 2004 you have been a member of the
16 Association for Project Management.
17 Do you still hold those memberships now?
18 A. I do.
19 Q. Yes.
20 In paragraph 5 you tell us that you began working
21 for Artelia in 2001, and between 2008 and 2014 you were
22 a director of project management at Artelia. Is that
23 correct?
24 A. Yes.
25 Q. Then in 2014 you were appointed as one of two heads of

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1 project delivery at Artelia . Is that correct?
2 A. That's correct.
3 Q. Were those senior roles within Artelia?
4 A. Yes.
5 Q. Very senior roles within Artelia?
6 A. Well, I was the director of a team.
7 Q. Yes.
8 A. And a member of the management board for a period.
9 Q. Yes.
10 Can you explain to us what your role as joint head
11 of project delivery involved?
12 A. At that time from 2014 I was looking after a team, from
13 memory, of around four or five project managers, looking
14 after a range of projects and accounts, as we would call
15 them in the business, client accounts, where I was
16 responsible for delivering our services to those clients
17 and being a project manager on some of the projects
18 myself.
19 Q. Yes.
20 Can you help us, where were you in comparison to
21 Mr Cash in terms of levels of seniority within Artelia?
22 A. Sorry, as the head of project delivery?
23 Q. Yes.
24 A. I think it probably would have been a notch below Simon.
25 I think Simon remained a board member -- a management

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1 board member, if that's the right term.
2 Q. Is it right that your role on the Grenfell Tower
3 refurbishment was to come in as employer's agent?
4 A. That's correct.
5 Q. You took over that role from Philip Booth in March 2015;
6 is that correct?
7 A. Yes.
8 Q. You tell us in paragraph 6 of your statement that you
9 left Artelia in July 2015 and you formed your own
10 company called Re Sol Group Limited; is that right?
11 A. That's correct.
12 Q. Just to confirm, is it right that, despite leaving
13 Artelia , you continued to work on the Grenfell project?
14 A. I did.
15 Q. Did you continue to work on the Grenfell project in the
16 same capacity, that is as employer's agent?
17 A. Yes.
18 Q. Is it right that your company was appointed by Artelia
19 pursuant to a consultancy service agreement in
20 July 2015?
21 A. Yes.
22 Q. Did you continue in that role as employer's agent,
23 albeit on a consultancy to Artelia , through to practical
24 completion in July 2016?
25 A. That's correct.

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1 Q. Is it right that, pursuant to that consultancy service
 2 agreement, when the certificate of practical completion
 3 was signed, your appointment on the project ended; is
 4 that right?
 5 A. That's right.
 6 Q. Yes.
 7 Is it right that you have worked in construction
 8 management roles for the entire length of your career,
 9 since the mid-1990s?
 10 A. Yes. We need to be careful with the term "construction
 11 management", but I was involved in managerial roles in
 12 both contracting and consulting environments.
 13 Q. Yes, thank you.
 14 A. Yes.
 15 Q. That's helpful.
 16 Would it be right to say that you are very
 17 experienced in the management of construction projects?
 18 A. I think that's a fair comment, yes.
 19 Q. Now, before the Grenfell Tower refurbishment project,
 20 had you personally ever worked on any high-rise
 21 residential projects before?
 22 A. I'd worked on a project very early on with AUK in the
 23 early 00s, around 2002 or 2003, on three ten-storey
 24 tower blocks that involved window replacements, communal
 25 works and façade repairs, not cladding, so to speak --

1 Q. Yes.
 2 A. -- with residents staying in place.
 3 Q. Yes, that's helpful. Yes.
 4 What about any high-rise projects involving the
 5 overcladding of the building? Had you been involved in
 6 any such projects before this one?
 7 A. No.
 8 Q. Had you ever worked on any projects which had involved
 9 ACM cladding, whether low-rise or high-rise?
 10 A. No, not to the best of my knowledge anyway.
 11 Q. Yes.
 12 Now, we know that you took over from Philip Booth as
 13 employer's agent in March 2015, and is it right that, at
 14 the time you took over, it was anticipated that there
 15 were just a few months left until practical completion,
 16 some six or seven months left at that point?
 17 A. I think that's correct, yes.
 18 Q. Is it difficult to take over a project as employer's
 19 agent at such an advanced stage? Is that a difficult
 20 thing to do?
 21 A. It can be challenging, but many projects involve the
 22 same skills.
 23 Q. Yes.
 24 A. So whilst you might -- there's obviously historical
 25 context that gets lost in that process, it's inevitable.

1 Q. Is it right that you were assisted in the employer's
 2 agent role by Nick Valente and later Andrew Malcolm,
 3 both of whom were deputy employer's agents; is that
 4 right?
 5 A. That's correct.
 6 Q. Were you told why Mr Philip Booth was leaving? What
 7 were you told about his departure and why you were being
 8 brought on?
 9 A. I don't really recall, other than I thought that Philip
 10 was leaving the business, is what I recall.
 11 Q. Yes, I see.
 12 Now, Philip Booth has explained to us that, between
 13 March 2015 and June 2015, when he was appointed to
 14 another full-time project, you essentially had
 15 a handover period for the employer's agent role; is that
 16 right?
 17 A. That's not what I recall.
 18 Q. Okay. What do you recall?
 19 A. I may be mistaken, but I don't believe there was
 20 a handover from Philip in the way you describe.
 21 Q. Yes.
 22 A. The handover, if that's the right term, came from Simon,
 23 so I don't remember sitting down with Philip, per se,
 24 and going through detail. I mean, that's my
 25 recollection.

1 Q. Okay. Yes.
 2 Let's look at an email. This is {ART00006678}.
 3 It's an email from Simon Cash to David Gibson at the
 4 TMO, copying in a number of individuals,
 5 Claire Williams, Philip Booth and also yourself there,
 6 you're copied in, headed "Grenfell Tower".
 7 We can that he says:
 8 "Further to our conversation this morning,
 9 I appreciate that things are progressing with Grenfell
 10 Tower and the Artelia team have developed a good working
 11 relationship with the KCTMO, in particular Claire,
 12 However, a number of projects that Philip Booth is
 13 working on have bunched up for various reasons and his
 14 availability to give this project the input that it
 15 really needs to make it a success has come under a lot
 16 of pressure. Therefore, to maintain the level of
 17 service that is necessary, I would like to introduce a
 18 new senior project manager to the project. Neil Reed is
 19 Head of Project Delivery for the PM team ..."
 20 Is that project management team?
 21 A. That's correct.
 22 Q. "... and has a wealth of experience of working on this
 23 type of project. I have had a briefing session with
 24 both Neil and Nick Valente and Neil is already getting
 25 well up to speed on the current issues that need to be

1 dealt with on the project. Neil will be attending the
 2 project meeting tomorrow and hopefully you will have an
 3 opportunity of meeting him then.”
 4 So we can see that that’s how you are introduced to
 5 the project.
 6 Now, just a few questions about that.
 7 It refers there to a briefing session from
 8 Simon Cash that he had with you and Nick Valente. Does
 9 that coincide with what you were just telling us
 10 a moment ago, that it was Simon Cash who introduced you
 11 to the project and gave you a handover, but not
 12 Philip Booth?
 13 A. That’s correct.
 14 Q. There’s reference there to “Neil is already getting well
 15 up to speed on the current issues”, that’s in the final
 16 lines there.
 17 Can you recall, what were the current issues which
 18 you were being told about at that stage?
 19 A. I recall the project was in some delay, I would call
 20 distressed, and I think that was the main theme of that
 21 conversation: it was in distress.
 22 Q. Yes.
 23 A. The TMO, as client, had a hands-on role, so the
 24 arrangement around us as Artelia having no design
 25 responsibility was made clear to me, and I think it was

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1 fairly soon after this conversation there was a meeting.
 2 That’s really all I recall. Those are the themes from
 3 that first meeting.
 4 Q. Yes.
 5 So we know from your terms of appointment to the
 6 Grenfell project and your consultancy services that,
 7 essentially, that refers back to the scope of services
 8 in Artelia’s contract from July 2014.
 9 Can I check: did you yourself read the contract
 10 between Artelia and the TMO when you were appointed to
 11 the contract?
 12 A. I did.
 13 Q. When you took over, did you understand that you were not
 14 the designated project manager for the refurbishment?
 15 A. I did.
 16 Q. We see here in this email, kind of in the middle of that
 17 paragraph, that Simon Cash there says:
 18 “Therefore, to maintain the level of service that is
 19 necessary, I would like to introduce a new senior
 20 project manager to the project.”
 21 Do you know why Simon Cash was referring to you as
 22 project manager there, or in what way was he using those
 23 words?
 24 A. Well, it’s synonymous with my role rather than the
 25 service. So I am a project manager, I’m referred to as

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1 a project manager.
 2 Q. Yes.
 3 A. What I do is project management, so -- elements of what
 4 I do is project management, so that’s quite normal, to
 5 see that.
 6 Q. But were you clear that your role was as employer’s
 7 agent and not project manager?
 8 A. Very clear.
 9 Q. Yes.
 10 Can you help us in your own words about the
 11 difference between a project manager and an employer’s
 12 agent?
 13 A. Okay. An employer’s agent is a unique term used by the
 14 JCT design and build contract to administer the terms
 15 and obligations under the build contract. Project
 16 management -- project manager is a role, is a function,
 17 and in my experience would often go much broader than
 18 the services that are provided by an EA.
 19 Q. Yes.
 20 A. It’s that simple. A project manager, by definition,
 21 would do everything and anything required of a project
 22 that perhaps the EA is not doing.
 23 Q. Is it right that a project manager would usually have
 24 some form of delegated authority to be able to make
 25 decisions on behalf of the client?

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1 A. Yeah, that’s quite normal.
 2 Q. Yes.
 3 A. Yes.
 4 Q. In your experience, do refurbishment projects like the
 5 Grenfell Tower project need a properly trained
 6 designated project manager in the way we’ve just been
 7 discussing, with oversight of the whole project? Do
 8 they need that kind of skill?
 9 A. I would say so, yes.
 10 Q. Could you do a refurbishment project like the
 11 Grenfell Tower project without a designated project
 12 manager?
 13 A. We talk about project manager as a person rather than as
 14 a team, so project management can be done by virtue of
 15 a person, an individual, or a person being supported by
 16 a variety of other people with the skills to support
 17 that person.
 18 Q. Yes.
 19 On the Grenfell Tower project, did you understand
 20 that there had been a designated project manager
 21 appointed?
 22 A. Sorry, could you repeat that?
 23 Q. On the Grenfell Tower project, did you understand that
 24 there had been a designated project manager appointed?
 25 A. Designated project manager appointed?

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1 Q. I'll put it more simply: who did you think was the
 2 project manager --
 3 A. Right.
 4 Q. -- on the Grenfell Tower project?
 5 A. I understood that Claire Williams of the TMO was the
 6 employer's representative, was providing all the other
 7 functions that would be required in a project management
 8 sense --
 9 Q. Yes.
 10 A. -- and extended into quite a significant design function
 11 in terms of architectural compliance. That was my
 12 understanding from the outset.
 13 Q. Yes.
 14 Just help us with that last part of your answer.
 15 You said that "extended into quite a significant design
 16 function in terms of architectural compliance". Can you
 17 just help us as to exactly what you mean in practice you
 18 understood Claire Williams to be doing?
 19 A. Yeah, of course.
 20 Okay, so I when I came on board, with a design and
 21 build project, it's very often the case that a design
 22 team is either retained to provide what used to be
 23 called -- may still be called performance duties, ie
 24 retained by the client to provide an oversight function
 25 in terms of the contractor's design and build delivery,

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1 where that team would be compliance checking and
 2 auditing the contractor's proposals and what the
 3 contractor wanted to do against the contract documents.
 4 When I came on board, it became very apparent very
 5 quickly that Max Fordham were being retained in the
 6 capacity of M&E engineer, which was normal to see, but
 7 I'd come to recognise that I think it's Studio E were
 8 either novated or switched, I think is the term in the
 9 industry, they went on to work for the builder, which
 10 for me meant: okay, so who is going to be providing the
 11 oversight function in terms of architectural compliance?
 12 That led to me -- my understanding around the offer in
 13 relation to the, I think, client design adviser role
 14 that Artelia offered the TMO --
 15 Q. Yes.
 16 A. -- where I learnt that they'd declined that role, and it
 17 was very clear to me that the TMO and that
 18 Claire Williams had made the decision that they would
 19 provide that function themselves. And that was very,
 20 very important, because I needed to know, in coming on
 21 board, you know, who are my team, in essence, that are
 22 going to be monitoring this project with me.
 23 I hope that answers your question.
 24 Q. Yes.
 25 In practice, did you ever become aware that the TMO

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1 were carrying out that compliance checking against the
 2 contract document function that you have just described?
 3 A. Sorry, could you repeat the question?
 4 Q. Yes. In practice, were you aware that the TMO were
 5 in fact carrying out that compliance checking function
 6 that you have just described?
 7 A. Well, I saw Claire actively involved in discussions
 8 around design matters and making decisions and offering
 9 direction, which is what I would expect to see.
 10 Q. Yes.
 11 A. But when I'd come on board, I also understand that the
 12 TMO had taken the decision to appoint a clerk of works
 13 or site inspectorate role to support them, in my view,
 14 in fulfilling that duty, which again would be quite
 15 normal.
 16 Q. So you have spoken about a need on the client side for
 17 somebody doing a compliance checking role; did you
 18 understand -- let's take them in turn -- that
 19 Claire Williams was checking for compliance, say, with
 20 the Building Regulations?
 21 A. Not so much the Building Regulations. I think that's
 22 a separate -- in a way, that's a separate matter,
 23 because the Building Regulations are governed by the
 24 Building Control process and the Building Control
 25 officer. So that's a separate workstream. They sit

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1 side by side.
 2 In terms of the rest of the requirements, in terms
 3 of compliance checking, I understood the TMO and
 4 Claire Williams were monitoring the contractor's
 5 proposals, be they statements, drawings or otherwise,
 6 setting out what they were proposing to do in response
 7 to their obligations under the contract.
 8 Q. Yes.
 9 A. So I saw that, I saw that happening, in dialogue, in
 10 email communication mainly, et cetera.
 11 Q. And that would include checking that what was being
 12 proposed by the contractor, as you say, either in
 13 drawings, specifications, et cetera, was consistent with
 14 what was in the employer's requirements?
 15 A. Yes, correct.
 16 Q. Take the clerk of works, then. We will talk about them
 17 in due course.
 18 A. Sure.
 19 Q. John Rowan and Partners. Did you understand at the time
 20 that it was part of their role to be checking the works
 21 for compliance with the employer's requirements?
 22 A. That was my understanding, yes.
 23 Q. Did you also understand that they were checking the
 24 works for compliance with statutory requirements,
 25 including the Building Regulations?

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1 A. I wouldn't necessarily be expecting them to do that
 2 explicitly , but to explain, if the design had obtained
 3 its Building Regulations approval -- the
 4 Building Regulations process involves a full plans
 5 approval, the plans are submitted when they're
 6 available , submitted to Building Control, they would
 7 approve the plans first and then their inspections would
 8 follow later . So if the contractor had submitted
 9 proposals that had achieved their full plans approval,
 10 by virtue of the builder building out those plans and
 11 people checking against those plans, they would be
 12 checking what in theory would be complying with the
 13 Building Regulations.
 14 Q. Yes.
 15 A. But it's not, per se, looking at the drawings, checking
 16 against codes of practice themselves.
 17 Q. I understand.
 18 A. If that helps.
 19 Q. But that assumes, doesn't it, that there has been some
 20 form of checking of some form of crystallised design as
 21 part of the full plans application?
 22 A. Yes.
 23 Q. Yes.
 24 A. Absolutely.
 25 Q. Now, did you ever feel that, in practice on the project,

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1 you were pulled into performing the role of project
 2 manager, as opposed to the role of employer's agent?
 3 A. We had a scope of duties to deliver . Some of those
 4 duties might be construed as project management type
 5 duties .
 6 Q. Yes.
 7 A. For example, monitoring performance.
 8 Q. Yes.
 9 A. It's a project management duty.
 10 Q. Yes.
 11 A. What's key here is: what were the duties required of
 12 what was described in that contract as an EA?
 13 Q. Yes.
 14 A. So that's what mattered.
 15 Q. Yes.
 16 A. We were either appointed to do something or we weren't.
 17 Q. Yes.
 18 A. It was always that simple to me.
 19 Q. Did you perceive that the TMO had a clear understanding
 20 of the distinction between the employer's agent role and
 21 the project management role?
 22 A. I think so, yes, because they were undertaking project
 23 management.
 24 Q. Yes.
 25 A. For example, they were managing stakeholders. That's

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1 a fairly significant role . They were managing the
 2 appointment of the design team. They were managing the
 3 design process. These are very key functions of what
 4 would otherwise be known as project management in the
 5 industry.
 6 Q. Yes.
 7 Now, you come into the project in the spring of
 8 2015, so that's during the construction phase --
 9 A. That's right.
 10 Q. -- of the project.
 11 Can you tell us, what were your first impressions,
 12 at the point you came in, of Rydon?
 13 A. My first impressions of Rydon were pretty good. I was
 14 impressed with Mr Lawrence, Simon Lawrence, he was
 15 someone that was very easy to talk to . I mean, the
 16 project was in some significant delay, and I very
 17 quickly gained an insight into what I saw as the key
 18 issues for the project .
 19 Q. Just help us -- I mean, I'm going to take you through it
 20 and take you to some key documents in a moment --
 21 A. Sure.
 22 Q. -- but what were the key issues as you saw them on the
 23 project , once you had got familiar with where it was at?
 24 A. There were two key issues for me. The delay itself ,
 25 which I think was one issue . There appeared to be

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1 significant change, ongoing change, which would be quite
 2 unusual in month 9 of a construction project . That's
 3 going to cause some challenges and some issues for the
 4 team to manage. But my immediate concern in terms of
 5 looking at the sort of broader, high-level issues were
 6 the lack of access to flats , that it became very
 7 apparent to me very quickly were going to cause
 8 a significant problem for TMO, and indeed Rydon's, but
 9 it's TMO's problem if the TMO cannot provide access for
 10 its contractor .
 11 Q. Right.
 12 A. I mean, that was very, very key.
 13 Q. Yes.
 14 What about your first impressions of the TMO when
 15 you began working with them?
 16 A. Working with them ... I mean, I met Claire , forged
 17 a quick, effective relationship with Claire .
 18 I understood that we were working with a large
 19 organisation involved in much capital work of this
 20 nature .
 21 Q. Right.
 22 A. That was the impression I got.
 23 Q. Can we look at what you say in your first witness
 24 statement, now, at paragraph 13. This is
 25 {ART00006663/3}. So you say there:

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1 "The Project was in delay and I was keen to
 2 introduce some improved process around Rydon's
 3 engagement. The need to improve process is reflected in
 4 an email I sent to the TMO and Max Fordham on 19 March
 5 2015 in which I noted that I had already asked Rydon for
 6 an Information Required Schedule ... and I said I would
 7 be 'introducing some improved discipline (by Rydon) to
 8 the resolution of queries, decisions, etc.' The need to
 9 improve process was also recognised by Claire Williams
 10 of the TMO in an email to Tony Batty of Silcock Dawson
 11 ... dated 20 March 2015."

12 Now, just going back to what you said in the first
 13 lines of that paragraph, you said you were keen to
 14 introduce some improved process around Rydon's
 15 engagement. Can you help us as to exactly what you mean
 16 by that?

17 A. Yes, I think, as I say, when I arrived, it became -- on
 18 the run-up to the meeting and soon after the meeting,
 19 I thought there was too much -- there was far too much
 20 email traffic around matters that constituted change,
 21 and doubt about whether something was in or out of the
 22 contract. It's quite normal to see a contractor
 23 adopting a request for information schedule in order to
 24 track the nature of their questions and ensure they're
 25 closed out. So I think that was missing. You wouldn't

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1 expect to see it at month 9. So hence the suggestion to
 2 improve the situation by suggesting we introduce that,
 3 to bring some improved discipline to the change
 4 management process.

5 Q. Yes, I understand.

6 Can we go to one of the emails you are referring to
 7 there, {ART00006641}. This is the email on 19 March
 8 between you and Max Fordham. This is Matt Smith and
 9 Claire Williams. I think it's concerning flats which
 10 required disabled access and whether certain flats were
 11 compliant with the Lifetime Homes standards. Do you
 12 agree?

13 A. That's the subject heading, isn't it?

14 Q. Yes.

15 A. Yes.

16 Q. Then in the second paragraph, so just to pick it up
 17 there, you say:

18 "Matt, I appreciate we have not spoken yet but look
 19 forward to working with you and introducing some
 20 improved discipline (by Rydon) to the resolution of
 21 queries, decisions, etc. You'd be very welcome to
 22 attend the meeting so by copy to Nick I will ask him to
 23 invite you so we can meet and discuss project
 24 status quo."

25 So that's consistent with what you were just

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1 describing to us, is that right, about introducing some
 2 discipline over the resolution of queries, decisions,
 3 et cetera?

4 A. Yes.

5 Q. Did you perceive that that problem you have described
 6 about a lot of email traffic and Rydon raising queries
 7 formally through the request for information, the RFI
 8 process, rather than anything else, was that
 9 a substantive problem or was it just a communication
 10 issue, did you think?

11 (Pause)

12 A. I'd say a bit of both actually.

13 Q. Yes.

14 A. Yeah, both.

15 Q. Yes.

16 In terms of it being a substantive issue, what would
 17 your concern be fundamentally about this email traffic
 18 and all these requests for information coming out?

19 I mean, did you have a concern about quality,
 20 for example, at this point?

21 A. No.

22 Q. No.

23 A. Not quality, no. No. I think change on a design and
 24 build contract can lead to significant cost increase,
 25 so, you know, you need to get a grip on the change.

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1 Q. Yes.

2 A. Which I think we did. So I was just concerned to
 3 identify, you know: okay, what's going on here,
 4 what's --

5 Q. Yes.

6 A. We're on site, we're nine months in, we've got
 7 a programme, we've got a scope of work to finish, there
 8 has been a lot of discussion around, "Is this in? Is
 9 this out? What are we doing with this? This has
 10 changed", it was very unusual.

11 Q. Yes.

12 A. So you need to close that down as quickly and
 13 effectively as possible so that, you know, the
 14 out-turn -- certainty can be created around the
 15 programme and the cost of these things.

16 Q. Yes, I understand.

17 Let's look at another email now, and this time in
 18 relation to the work on the lifts, {ART00006659}. This
 19 is an email from you to Mr Campbell at Max Fordham. We
 20 can see it's dated 8 April 2015. You say:

21 "Duncan,

22 "I am still, slowly getting up to speed with the
 23 status of this project."

24 Sorry, I should have noted the subject is
 25 "Grenfell - Fee claim and Lifts".

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1 A. Yes.
 2 Q. Then I want to pick up on that bigger paragraph at the
 3 bottom of the page, it's the sixth paragraph down, you
 4 say:
 5 "My understanding is that there are no ERs or
 6 CPs ..."
 7 Is that employer's requirements or contractor's
 8 proposals?
 9 A. Yes.
 10 Q. "... for the lift works? Rydon has allowed for the work
 11 they describe by loose reference to drawings? I find
 12 this incredible but it appears to be a reality. Hence
 13 the concern now being aired by TMO over who needs to do
 14 what even though works are starting on site. In a
 15 nutshell I would recommend you cope out the work that
 16 needs to be done (cognisant of what Rydon is doing) in
 17 performance terms with deliverables and requirements
 18 around matters of interface - interface with lift
 19 maintenance team, warranty providers, etc. We can then
 20 issue this to Rydon as a variation and agree the
 21 implications of anything considered beyond the current
 22 scope of contract."
 23 Now, just in terms of the effect of there being no
 24 employer's requirements or contractor's proposals, does
 25 that mean that there was in effect no clarity on what

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1 the contractor had to do for this part of the works?
 2 A. I think that's correct. Other than what would have been
 3 indicated on the drawings, which I think was very
 4 little.
 5 Q. And therefore no way to hold Rydon to account for what
 6 they actually did do in practice.
 7 A. On the lifts?
 8 Q. Yes.
 9 A. At this moment?
 10 Q. Yes.
 11 A. Yes.
 12 Q. And there was a risk that Rydon's price for the lift
 13 work would be wrong, wasn't there, if that's the case?
 14 A. It might be wrong, but the price had to be predicated on
 15 something.
 16 Q. Would there be a risk that, in practice, Rydon might cut
 17 corners on the work without it being picked up if you
 18 have got no baseline before you start?
 19 A. There possibly is that risk, that's true.
 20 Q. Yes.
 21 A. Yes.
 22 Q. Can you help us with this: one this a one-off problem
 23 with the lift package, or did you feel at the time that
 24 this was symptomatic of a wider problem on the project?
 25 A. No, I think this one was unique.

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1 Q. Okay.
 2 A. Yeah.
 3 Q. Was your experience of Rydon any different from other
 4 design and build contractors that you had worked with
 5 before?
 6 A. It came to be, yes.
 7 Q. Can you explain why it came to be, in short?
 8 A. There was significant personnel change --
 9 Q. Yes.
 10 A. -- on the project, and I began to grow frustrated with
 11 performance-related issues with the team that we were
 12 working with, that culminated in some complaints --
 13 Q. Yes.
 14 A. -- about performance.
 15 Q. Yes, I'm going to take you to those later in your
 16 evidence.
 17 A. Right, okay. So -- but certainly at the front end I had
 18 no misconceptions. I was very happy with the way the
 19 team were working.
 20 Q. Yes.
 21 A. And the attitude that they were taking to the
 22 discussions that we were having about the project and --
 23 Q. Okay, yes.
 24 Let's go to another email from early on in your
 25 involvement. This is {ART00006629}. This is an email

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1 from you to Claire Williams on 9 April 2015.
 2 A. Yeah.
 3 Q. Its subject is "Grenfell", and you say:
 4 "Claire,
 5 "Thanks for your email of yesterday suggesting
 6 a meeting to discuss Artelia's fee account. I agree we
 7 should meet. I would like to propose a broader meeting
 8 objective and agenda for the following reasons.
 9 "With my limited involvement to date I hold
 10 a perception that:
 11 "1. The scope of work that Rydon is doing is not as
 12 well understood as it could be - there is significant
 13 email traffic of what is considered to be in the
 14 contract.
 15 "2. The roles and responsibilities of all parties
 16 do not appear as clear to me as they could be -
 17 processes for resident liaison, CoW scope, Architectural
 18 compliance monitoring for example.
 19 "3. New risks and issues are arising that need
 20 managing, mitigating and for which financial provision
 21 is required in terms of build cost and consultant fee
 22 implications."
 23 Then you go on to propose a meeting to discuss those
 24 issues at a later stage. That's right, isn't it?
 25 A. That's correct.

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1 Q. Now, I think you have already helped us with point 1,
 2 "The scope of the works that Rydon is doing is not as
 3 well understood as it could be". You have touched on
 4 that already.
 5 Just to be clear, who did you think didn't
 6 understand the scope well? Was it Rydon themselves or
 7 the TMO?
 8 (Pause)
 9 A. Rydon or the -- of the change. Changes that were
 10 apparent.
 11 Q. I see. So was it your perception that Rydon hadn't
 12 properly understood their original scope of works and
 13 therefore were raising queries about changes, when
 14 actually they ought to have known what the original
 15 scope of works was? Is that the point?
 16 A. No. No.
 17 Q. Do you want to help me, then --
 18 A. I'm trying.
 19 Q. -- on exactly what Rydon wasn't understanding as well as
 20 it could?
 21 A. I think the outcome of this particular meeting scheduled
 22 out the key headings where there were change -- you
 23 know, Rydon -- I got a good impression that Rydon knew
 24 what they needed to do, but they were encumbered from
 25 doing some of the things they needed to do by virtue of

1 what they were faced with on site. So the HIUs,
 2 for example, were a very good example.
 3 Q. That's the heat interface units?
 4 A. Yes. And the assumptions on which the strategy for that
 5 work was based I think turned out to be flawed, and
 6 there was opportunity -- sorry, not opportunity; there
 7 was a requirement to revisit how they were going to
 8 achieve, you know, the outcome of that piece of work.
 9 Q. I see. Yes. That's helpful.
 10 Looking at point 2, you are saying it's your
 11 perception that, "The roles and responsibilities of all
 12 parties do not appear as clear to me as they could be".
 13 If we just break this down, you have got processes
 14 for resident liaison. Why were you concerned about
 15 roles and responsibilities in relation to that?
 16 A. Okay, so coming into the project when I did, one of the
 17 areas that hadn't had much discussion, if you like, was
 18 about resident liaison, which was going to be a very key
 19 theme on this project.
 20 Q. Yes.
 21 A. So that was probably more to do with my understanding at
 22 this time, hence perception, that I understood the TMO
 23 were very -- well, I say "very"; they were engaged with
 24 the residents, and Rydon had, I think, two or three
 25 resident liaison officers on the ground, so there was

1 a process in place, and I understood that Claire was in
 2 essence managing that process.
 3 Q. But why at this point did you think that the processes
 4 weren't as clear as they could be?
 5 A. Because it wasn't apparent to me that resident liaison
 6 was happening in the way it was.
 7 Q. I see.
 8 A. Because, I mean, I wasn't privy to some of the
 9 information. I think eventually, around this time,
 10 I think some minutes of a meeting were shared to me, so
 11 it started to become clear that there was a process in
 12 place.
 13 Q. I understand.
 14 Then clerk of works scope.
 15 A. Yes.
 16 Q. Help us as to what you didn't think was as clear as it
 17 could be on clerk of works scope.
 18 A. The TMO had appointed JRP to come on board and provide
 19 an inspection service, but at this moment in time
 20 I wasn't clear what their full scope was, because I came
 21 to learn very quickly that they had not been attending
 22 progress meetings.
 23 Q. Yes.
 24 A. Which puzzled me.
 25 Q. Yes.

1 A. So this was really just about understanding the context
 2 for their on-boarding, because I don't think they were
 3 there from the outset, I don't know when they started,
 4 and it wasn't entirely clear to me what they were doing.
 5 Q. Did you subsequently gain a clear understanding of what
 6 they were doing?
 7 A. I gained a clearer understanding, yes, because I think
 8 I held a meeting with them in June with Claire and with
 9 Rydon. I don't think it's a meeting that was formally
 10 minuted, which is unfortunate and unusual, but the
 11 meeting took place nonetheless, and there are notes of
 12 that meeting from my notebook.
 13 Q. Yes.
 14 Did you think it was part of your obligations as
 15 an employer's agent to ensure that there was more
 16 clarity, for example, around the clerk of works and what
 17 they were doing?
 18 A. Yes, in this instance I think that was correct.
 19 Q. Yes.
 20 You also specifically mention here architectural
 21 compliance monitoring, that wasn't clear. Can you help
 22 us as to precisely what you meant by that?
 23 A. So this is the area we were discussing earlier where --
 24 as a result of not taking up the client design adviser
 25 role and understanding that the TMO were doing that,

1 this was me wanting to prompt, you know, how that was
 2 going to be happening on the understanding that the TMO
 3 were going to be fulfilling that service.
 4 Q. Yes, yes.
 5 A. So these were the three areas that I was immediately
 6 interested in.
 7 Q. Were you ever concerned that a lack of architectural
 8 compliance monitoring on the project might be putting
 9 health and safety at risk?
 10 A. No.
 11 Q. Okay.
 12 Now, you have said there in that email that you felt
 13 that roles and responsibilities of all parties weren't
 14 as clear as they could be. Wasn't it part of Artelia's
 15 job, as employer's agent, to clarify those roles and
 16 responsibilities, and did you feel that that was
 17 something that perhaps should have happened already on
 18 the project?
 19 A. So that's two questions.
 20 Q. Fair enough.
 21 A. So the first question: yes, I think I had a duty to
 22 understand the roles and responsibilities. It's a duty
 23 I believe I discharged.
 24 And in answering that, I've forgotten your second
 25 question.

1 Q. Did you think that Artelia should have got on top of
 2 that earlier in the project? Were you surprised that
 3 the roles and responsibilities weren't clear?
 4 A. Well, my perception of the situation wasn't suggesting
 5 that something hadn't been done; this was just my
 6 perception at that moment in time that these things
 7 weren't clear to me. I think what bore out soon after
 8 was that the process for resident liaison was actually
 9 quite thorough. The architectural compliance clearly
 10 was a function of the TMO. The only area that I think
 11 warranted a further dialogue and discussion was really
 12 the clerk of works scope.
 13 Q. Yes, okay.
 14 A. So in my view, you know, this was really about me.
 15 Q. Yes.
 16 A. The roles and responsibilities of everyone else were
 17 pretty clear.
 18 Q. I see, okay.
 19 Now, we can see from the documents that there was
 20 then a meeting, as you suggested, and it was held on
 21 17 April 2015, to address some of the issues that you
 22 had raised. If we can go to {ART00006657}, this is
 23 an email chain from April 2015, and we can see there in
 24 the main body of that page there is an email from
 25 Nick Valente to Claire Williams and Simon Lawrence,

1 copying you -- sorry, it's to you as well.
 2 A. Yeah.
 3 Q. It's "Grenfell - Contract Scope Review Meeting -
 4 17th April 2015 - Actions Arising".
 5 What we see clearly is that a number of issues were
 6 discussed at this meeting, and we've got the headings
 7 there: lift, AOV, windows, I think then we've got the
 8 heating interface units, cyclical decorations and
 9 external work. So a number of specific packages of work
 10 were discussed at this point.
 11 Did anyone discuss at this meeting the issues about
 12 roles and responsibility that you had raised in your
 13 email? Because we can't see anything about
 14 architectural compliance monitoring or clerk of works
 15 scope in the notes that we see here of that meeting.
 16 A. Yeah. I don't honestly remember. I thought we would
 17 have, but of course what's going on between the meetings
 18 is I'm forging a relationship with Claire and there are
 19 conversations and there are emails in the background.
 20 These notes demonstrate that we were talking
 21 fundamentally about the scope, the scope issues.
 22 Q. Yes.
 23 A. I don't recall at this meeting whether we talked about
 24 those other things specifically.
 25 Q. Okay.

1 In your view at this time, did the project need
 2 stronger project management as opposed to just contract
 3 administration?
 4 A. Stronger project management? I don't know what that
 5 means.
 6 Q. Okay.
 7 A. I think what the project needed was clarity on what was
 8 required with regard to these particular themes of work,
 9 and decisions made, which in turn relied on the cost
 10 implications of the changes.
 11 Q. Yes.
 12 A. So there's a bit of a circle there that required
 13 management and decision-making.
 14 Q. Yes, I understand.
 15 Now, I just want to ask you some questions now about
 16 the fire strategy and the appointment that the TMO had
 17 made with Exova, the fire safety engineers.
 18 Is it right that, during your time on the project,
 19 various issues arose which required some input from
 20 Exova?
 21 A. I would -- I don't recall being aware of that
 22 specifically.
 23 Q. Okay. Let's look at one example. If we go to
 24 {EXO00001342}, this is an email from Claire Williams to
 25 Terry Ashton, it's 19 October 2015, so some time after

1 you've become involved in the project, and you are
 2 copied in, together with your assistant Andrew Malcolm.
 3 Can you see that there?
 4 A. Yes.
 5 Q. The subject is "Grenfell tower - changes to floor
 6 layout". What we can see in this email is
 7 Claire Williams is asking for some advice from
 8 Terry Ashton about changes to the fire alarm system
 9 following changes that had been made to the layout.
 10 Now, do you recall sometimes being copied in to
 11 emails between, say, the TMO and Exova like this one?
 12 A. No.
 13 Q. Did you ever review the subcontractor appointments to
 14 Rydon at any time while working on the project? So did
 15 you ever look at who Rydon had appointed on the project?
 16 A. Well, you asked me two questions. The first was: did
 17 I review their contracts? No.
 18 Q. Their subcontractor appointments.
 19 A. Their subcontractors -- no, that wouldn't be normal.
 20 Q. Yes.
 21 A. And the second question in terms of who they were
 22 employing, part of their progress report arrangement
 23 would be to essentially schedule out which
 24 subcontractors they're engaging with for the elements
 25 that constituted the work.

1 Q. Yes.
 2 A. That's as far as I would be interested.
 3 Q. Okay.
 4 When you got an email like this, who did you think
 5 Exova were contracted to in providing this advice? Did
 6 you have an awareness at the time of who they were in
 7 contract with?
 8 A. No.
 9 Q. So you wouldn't have known whether they had been engaged
 10 by Rydon as part of their consultant team? You wouldn't
 11 have known whether they were or not engaged by Rydon?
 12 A. I think I came to believe that Exova were an adviser to
 13 Rydon. That's -- I recall that was my understanding.
 14 Q. I see. How do you think you came to believe that? What
 15 was it that gave you that impression?
 16 A. I think that in a progress meeting, 1 or 2, this came up
 17 in conversation, and there may be a minute. I may be
 18 mistaken but that's my recollection.
 19 Q. Did you appreciate at the time that Exova was giving
 20 ad hoc advice to TMO and the design team as and when
 21 needed?
 22 A. No.
 23 Q. If you had known that at the time, would that have
 24 surprised you, that that was the basis on which Exova
 25 was providing advice, on an as and when needed, ad hoc

1 basis, would that have been surprising?
 2 A. Not necessarily, no.
 3 Q. Did you ever consider whether that was a satisfactory
 4 way of involving a fire consultant on the project?
 5 A. That wouldn't be something I'd be thinking about.
 6 Q. Did you ever see Exova's appointment to the TMO in terms
 7 of what Exova had promised the TMO they would do back in
 8 2012?
 9 A. No.
 10 Q. Were you ever asked to check whether a final version of
 11 the fire strategy had been prepared by Exova?
 12 A. Sorry, could you repeat the question?
 13 Q. Were you ever asked to check whether a final version of
 14 the fire strategy for the building had been prepared by
 15 Exova?
 16 A. No.
 17 Q. Were you ever made aware that there was no final
 18 fire strategy prepared by Exova that addressed the
 19 building as it had been built, as opposed to perhaps
 20 what was proposed at design stage?
 21 A. No.
 22 Q. So I now want to ask you a few questions about how the
 23 design decisions were made on the project.
 24 Can we start with your first witness statement, if
 25 we can go to {ART00006663/3}, and I want to look at what

1 you say at paragraph 10. So this is where you're
 2 describing the scope of the employer's agent role, and
 3 you say:
 4 "The specifics of the [employer's agent] role do,
 5 however, vary from contract to contract, depending on
 6 exactly what services are ticked in the RICS Employer's
 7 Agent Services schedule that form part of the EA's
 8 contract. I recall that, when I was introduced to the
 9 Project, the scope of AUK's EA role was very explicit in
 10 terms of what it was required to do; and it was clear
 11 that AUK's role did not include contributing to any
 12 matter concerning design or choice of materials. My
 13 understanding was that AUK was performing purely in a
 14 contract administrator capacity. Sometimes, an EA will
 15 be contracted to monitor design progress. However, on
 16 this Project, I was informed by Simon Cash that AUK did
 17 not have that role. AUK had offered to be the TMO's
 18 client design advisor, but the TMO had declined this
 19 offer."
 20 Now, we've already touched on some of these issues,
 21 I appreciate.
 22 Can we just look at the Artelia contract against the
 23 background of this now. If we go to {ART00005742/47}.
 24 Just so know what we're looking at, these are the
 25 services for employer's agent. I think it actually

1 begins on page 45. Let me show you that so you can see
 2 how this fits together. So this is the part of
 3 Artelia's RICS standard form contract that's dealing
 4 with the employer's agent services.
 5 If we go back to page 47, at tick-box 1.1.4 on the
 6 left-hand column there, we can see it says:
 7 "Monitor the performance of the Professional Team
 8 and the Contractor. Report to the Client."
 9 Do you see that there?
 10 A. Yes.
 11 Q. Now, can you help us with whether in practice that would
 12 mean that there was any monitoring of the progress of
 13 designers to make sure they complete tasks as part of
 14 this EA role?
 15 A. Designers forming part of the professional team?
 16 Q. Yes.
 17 A. Yes.
 18 Q. Yes.
 19 A. Yes.
 20 Q. So is it right that an employer's agent would be
 21 expected to be aware of progress in the design work --
 22 A. Yes.
 23 Q. -- of the professional team?
 24 A. Yes.
 25 Q. Once Rydon come on board, and you have got the design

1 and build contract in place, they then have Studio E
 2 novated over to them. What in practice would that role
 3 involve at that stage? If you're monitoring the
 4 performance of the professional team and the contractor,
 5 are you still monitoring the design and build contractor
 6 in terms of progress of its design?
 7 A. No. I think there would be a -- bearing in mind this is
 8 not the function I performed at that stage, but there
 9 would be a -- I would expect to see a programme from the
 10 contractor setting out what he intends to provide and by
 11 when, in essence, so that it can be reviewed by those in
 12 the compliance review function.
 13 Q. I see.
 14 So when you say in your statement that Artelia was
 15 not obliged to monitor the design progress, can you help
 16 us with what you meant by that and why Artelia wouldn't
 17 monitor the design progress?
 18 A. Well, let's think of it as inputs and outputs. The
 19 contractor is providing a design input through his team,
 20 they are designing, and from that task you are presented
 21 with an output which is a proposal as a -- for
 22 consideration by the professional team.
 23 Q. Yes.
 24 A. So I wouldn't expect us to be close to the contractor's
 25 management of the detailed design process.

1 Q. Yes.
 2 A. I'd be interested in understanding: when are you going
 3 to present the team something to review for our comment
 4 and support?
 5 Q. I understand.
 6 A. So -- yeah.
 7 Q. Now, you go on in your statement -- if we can go back to
 8 that, your first statement, {ART00006663/3}, this time
 9 paragraph 11 -- to say:
 10 "I was therefore mindful during the Project of the
 11 limits on AUK's EA role and that AUK was not to be
 12 involved in design issues. There were occasions when
 13 the TMO tried to involve AUK in design issues when it
 14 was necessary for AUK to push back and remind the TMO
 15 that this was not our role. I refer to some examples of
 16 this in paragraphs 64 to 76 below."
 17 Then you give us a number of examples, and I'm not
 18 going to ask you about all of them, but just a few key
 19 points, if I may.
 20 Design team meetings. If we stay with this first
 21 statement and now look at page 19 {ART00006663/19},
 22 paragraph 65, you say there:
 23 "On 20 March 2015, shortly after I had become
 24 involved in the Project, I quickly started to encounter
 25 the TMO looking to involve AUK in design issues that

1 were outside AUK's appointment. This is reflected in an
 2 email I sent to Chweechen Lim on 20 March 2015, when
 3 I queried the appropriateness of AUK attending a meeting
 4 that appeared to be relevant to design and in the email
 5 of the same date which I refer to in paragraph 16 of my
 6 statement."
 7 Now, let's go to that email that you're referring to
 8 there. It's at {ART00006670}. This is an email from
 9 you to Chweechen Lim, 20 March 2015, subject "URGENT:
 10 Grenfell residents meeting of 17 March", and in that
 11 second paragraph down, you say to her:
 12 "[Claire] has called me and I have said that it is
 13 highly unlikely any of us can make a meeting on
 14 Monday noting that even if we could I am not sure we
 15 should be attending (scope creep?).
 16 "She has asked me to comment on the below which
 17 I am reading now but I thought I would ask about the
 18 2nd bullet."
 19 Now, is it right that you were saying you didn't
 20 think it was appropriate for Artelia to be attending
 21 meetings with the design team? Is that what you were
 22 getting at here?
 23 A. I can't remember the context. Can we look at the second
 24 bullet? That might help me.
 25 Q. Yes, let's go down the page.

1 (Pause)
2 I don't know, is there a second page to this email
3 string {ART00006670/2}? Yes, there we can see the
4 second bullet.
5 So this is about the HIU, the heat interface unit
6 location, and she's asked you and Matt Smith of
7 Max Fordham:
8 "... do you have any queries over the text?
9 "I have asked Artelia to understand any cost
10 implications of relocating the HIU from the kitchen,
11 boxing in etc."
12 So that was her second bullet point.
13 Can you help us, therefore, on why you were
14 concerned about Artelia attending the meeting that was
15 being suggested, and why you referred to "scope creep"?
16 A. Well, the scope creep reference would have been in
17 relation to: are we being asked to get involved in
18 a conversation that is about design? But looking at
19 that second email, that's fundamentally talking about
20 cost implications of relocating. So this probably isn't
21 the best example of --
22 Q. I see, fair enough.
23 A. -- where I, shall we say, perhaps kicked back on
24 a dialogue around design.
25 Q. Yes.

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1 A. I do know the HIU change was a significant one in which
2 I was party to the discussions and conclusions and where
3 that led.
4 Q. Yes.
5 Perhaps I can ask you more generally: did you ever
6 attend any design team meetings on the project?
7 A. No.
8 Q. And would you have thought it was part of your role to
9 attend design team meetings?
10 A. No.
11 Q. And why not? Just help us with why those design team
12 meetings wouldn't be relevant to you as employer's
13 agent.
14 A. Well, they wouldn't be relevant to me as the employer's
15 agent on this project because we were specifically
16 excluded -- not excluded; it was not part of our brief
17 to be involved in design.
18 Q. I understand that, but didn't you need an awareness of
19 the progress of design on the job in terms of performing
20 your employer's agent functions?
21 A. Well, you would have, during the design stage, but here
22 we were not at the design stage, we were at the
23 construction stage, and the design discussions that were
24 arising were associated with the changes.
25 Q. Yes.

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1 In terms of monitoring the performance of the
2 professional team, is what you are saying that you can
3 monitor the performance of the design without having to
4 attend design team meetings?
5 A. I think we're mixing two or three things up there. We
6 have to remember at this stage of the project the design
7 was being led by the contractor.
8 Q. Yes.
9 A. So it wouldn't be typical for an EA to attend
10 a contractor's design team meeting, in my view. It's
11 coming back down to the outputs from the contractor's
12 design process that the professional team are either
13 appointed or not appointed to review.
14 Q. I see. Yes, I understand.
15 Let's look at another example that you refer to in
16 your statement. This is to do with lifts again.
17 Now, we can see from the documents that in
18 September 2015 a difficulty arose with the lifts, and in
19 particular the TMO was concerned about the effect of
20 fire alarms apparently sending lifts to the ground
21 floor.
22 If we can go to {ART00006656/2} at the top, this is
23 an email from Claire Williams to you and Andrew Malcolm,
24 subject: "Grenfell lift", and she says:
25 "Chaps

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1 "Can you please give me 3 ring with your views on
2 this, and where we go with it?
3 "There seems to be a couple of anomalies."
4 If we look below that, she's forwarded an email from
5 Simon Lawrence, and we can see in that first paragraph
6 that she's obviously raised a concern about systems
7 within Grenfell that might send the lifts to ground in
8 case of fire, and then he's talking about "there
9 certainly aren't any audible alarms apart from smoke
10 detectors". So that's some of the context for this.
11 Then what happens is, after she's asked for your
12 views on this, if we scroll up to the top of page 1
13 {ART00006656/1}, you then forward this to Simon Cash on
14 the same day, that's her email.
15 A. Yeah.
16 Q. You say to Simon Cash -- this is 11 September:
17 "I'll call you after lunch to discuss:
18 "1. the challenges go on Re lack of design
19 coordination and foresight
20 "2. Claire is emailing us and seeking to draw us in
21 on conversations about 1!
22 "I remain concerned about time we are spending along
23 with the very fact these things [are] coming up at this
24 stage in the project."
25 Do you see that there?

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1 A. Yes.
 2 Q. Then we can see that on the same day you also send
 3 an email to Matt Smith, if we can go to that,
 4 {ART00006637}, and you say to Matt Smith:
 5 "Matt,
 6 "Does the below matter fall within the scope of your
 7 services please? If not, do you know with whom it
 8 does?"
 9 So you are trying to find out if it's something
 10 Max Fordham can help with.
 11 Then you say in the last paragraph there:
 12 "I'd be grateful for your earliest response as
 13 Artelia is not best placed to provide [advice] to TMO in
 14 this regard: design coordination, scoping and resolution
 15 do not form part of our brief."
 16 Then I just want to follow this all through and then
 17 I'm going to ask you some questions.
 18 Mr Smith of Max Fordham replies. We can see that if
 19 we go to {ART00004709}. His reply to you is dated
 20 14 September 2015. He says:
 21 "As mentioned previously, the lift package does not
 22 form part of our scope. Exova may be best placed to
 23 advise on any fire requirements."
 24 Then I want to look at what you say about this in
 25 your first witness statement. So if we go back to that,

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1 it's at page 22 {ART00006663/22} of your first
 2 statement, paragraph 71. We can see you say this:
 3 "Again, I was emphasising that issues of this nature
 4 were not AUK's responsibility but at the same time
 5 trying to assist the TMO by directing the point to the
 6 correct parties. I also re-emphasised the fact that
 7 AUK's scope did not involve design to Claire Williams
 8 (who appeared to understand this) on a telephone call,
 9 which I reported (among other things) to Simon Cash in
 10 an email on 14 September 2015."
 11 Now, bearing in mind all of that, we know this was
 12 September 2015, so some way into the project; would you
 13 say that there was still a substantial problem of the
 14 TMO not understanding the scope of Artelia's role?
 15 (Pause)
 16 A. A substantial misunderstanding of Artelia's role, was
 17 that your question?
 18 Q. Yes.
 19 A. No, I don't think there was a substantial
 20 misunderstanding of our role. I think that there was
 21 a lot of dialogue around changes, and gaps appeared that
 22 perhaps surprised Claire as much as me. So I'm just
 23 seeking here to point her in the right direction to get
 24 the outcome that she needed.
 25 Q. I see.

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1 A. Without being drawn into something I felt was outside of
 2 our scope.
 3 Q. I see.
 4 When you say there in that paragraph of your witness
 5 statement that Claire Williams appeared to understand
 6 this --
 7 A. That's right.
 8 Q. -- did you think in reality that the TMO was trying it
 9 on from time to time to get you involved in these design
 10 issues, even though they knew that wasn't part of your
 11 scope? Is that what was going on?
 12 A. When you put it like that, you make it sound as though
 13 they were doing it deliberately. I think there was
 14 perhaps just sometimes a knee-jerk reaction, albeit it
 15 was consistent, to ask us for help. But I think
 16 Claire -- you know, Claire demonstrated eventually with
 17 some of the other replies that she understands that we
 18 can't help. It wasn't a kickback to me. So ...
 19 Q. There are a number of examples you give of this in your
 20 statement, and you spend quite a lot of time in your
 21 witness statement explaining that there were a number of
 22 issues where you felt Artelia was being inappropriately
 23 asked about design issues --
 24 A. Yes.
 25 Q. -- and you had to keep pushing back.

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1 Are you merely telling us about that in your
 2 statement because you are seeking to demonstrate that
 3 Artelia was always very clear about the scope of its
 4 role, or are you telling us about it because you felt
 5 that it was a significant problem on this project?
 6 A. I'm setting out the facts of the matter. We were
 7 regularly asked about design matters. I never thought
 8 about it in any other way, other than I was clear where
 9 the responsibility for the design function sat. I think
 10 Claire knew that too. That was evident. It just
 11 surprised me that it kept happening. On occasion
 12 I think I probably got quite frustrated with it.
 13 I didn't read into that in any other way than our client
 14 keeps asking us to get involved in design, and at some
 15 stage I think I'd suggested to Simon that he may wish to
 16 remind and escalate the issue and remind them this is
 17 just not part of our scope, it shouldn't be happening.
 18 Q. Yes.
 19 Can we look at another email chain on this,
 20 {ART00006577}. This is another exhibit to your
 21 statement at paragraph 71, and it's a log that you sent
 22 to Simon Cash --
 23 A. Yes.
 24 Q. -- referring to telephone conversations you've had with
 25 Claire Williams.

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1 If we just look at the entry you've got there on
 2 11 September 2015, at the very bottom of that table, it
 3 says:
 4 "Emails Re lift queries, [programme] meeting,
 5 CDM2015 ..."
 6 You list various things out there.
 7 Then in the second line you say:
 8 "... catch up call from Claire Re Lift / Fire issue -
 9 mentioned our scope [not] being design and apologised if
 10 I appeared terse in some emails - she understood and
 11 [said] this was fine - thanked me for addressing Lift
 12 query, emails to Matt at Max Fordham Re Lift queries."
 13 So you say there that you apologised if you appeared
 14 terse. Does that reflect the frustration that you have
 15 just told us about, that perhaps you did get a bit
 16 frustrated at the number of times you were being asked
 17 to help out on design issues?
 18 A. Yes.
 19 Q. Now, if we look at something from 2016, so later in the
 20 contract, if we go to {ART00006672}, this is an email
 21 you wrote to Simon Cash on 9 May 2016. In the first
 22 sentence there you say:
 23 "O&Ms are unacceptable to the [clerk of works]."
 24 We will come back to look at the whole question of
 25 the health and safety file and the O&M manual later.

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1 A. Okay.
 2 Q. Then you say this:
 3 "This is just to flag that this is becoming a farce;
 4 despite all our efforts to ensure a smooth landing
 5 I have to say I do not think I have ever worked with
 6 a Contractor operating with this level of nonchalance.
 7 We are all getting sucked into ... doing far more than
 8 we ought to at this stage of the project. I am
 9 wondering if you need to write to TMO to express our
 10 concern and what we are endeavouring to do about it -
 11 additional site visits, additional meetings, endless
 12 emails on design related issued that dont concern us as
 13 Claire is the design lead, etc, challenging the
 14 Contractor, etc."
 15 Now, at this stage -- I'm going to come back to ask
 16 you about Rydon and the comment you made about
 17 nonchalance, so can we just park that bit for a moment.
 18 A. Yes.
 19 Q. The comment you have made there about, "We are all
 20 getting sucked into doing far more than we ought to on
 21 the project ... wondering if you need to write to TMO",
 22 does that indicate to us that you still had some
 23 concerns about this even much later in the project, in
 24 May 2016?
 25 A. Yes, I think the -- I mean, you fast-forwarded quite

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1 some time there, and the issues at this stage were more
 2 about the performance of the contractor, you know,
 3 mostly in that sense. But, yes, in answer to your
 4 question.
 5 Q. Did you ever get the impression that Ms Williams was
 6 foundering in terms of design issues and was therefore
 7 reaching out to you for additional support?
 8 A. Did you say foundering? What was the word you used?
 9 Q. Yes, foundering. Struggling. Did you ever get the
 10 impression she was struggling to deal with the design
 11 issues that were cropping up on the project and needed
 12 to seek to reach out to you for help on it?
 13 A. Yes, I can see that. Yes. Possibly.
 14 Q. Yes.
 15 Now, in your first witness statement, as I say, you
 16 have discussed a number of other similar incidents where
 17 the TMO looked to Artelia to provide design advice
 18 despite the fact it was outside your scope of works, and
 19 you have dealt with those in some detail. We've got
 20 examples of crown access, tiling in the boxing club,
 21 letterboxes at lower levels, sleeving through risers,
 22 the building management system and its connection with
 23 the gas supply. I'm not going to take you to any of the
 24 detail of those, but I want to just ask you in general,
 25 was the volume of design queries you were seeing usual

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1 for a project of this size and at this stage in the
 2 construction process?
 3 A. I didn't think so, no.
 4 Q. Was the range of design queries usual for a project of
 5 this size and at this stage?
 6 A. No, I didn't think so.
 7 Q. Was it unusual to have the sorts of queries that you saw
 8 at this stage on the project?
 9 A. No. Sorry, just to clarify, we're talking about at this
 10 stage, in relation to September 16?
 11 Q. Yes. I mean, those other examples span from August 2015
 12 through to January/February 2016.
 13 A. Yes.
 14 Q. So you have given examples across that time period. Was
 15 it unusual to have those sorts of queries at this stage
 16 of the project?
 17 A. Yes, it was for a design and build project, yes.
 18 Q. Now, you have touched on the offer of the client design
 19 adviser role and you were obviously aware -- were you
 20 aware at the time of your involvement in Grenfell that
 21 that offer had been rejected by Artelia?
 22 A. Yes, Simon had made --
 23 Q. Sorry, rejected by the TMO.
 24 A. Yes, Simon Cash had made that very clear at the
 25 beginning, because in coming on board, as we said,

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1 I think, at the beginning of this session, I'd looked at
 2 this information and was surprised to see that that
 3 function didn't at that moment appear to be -- hadn't
 4 been taken up, and then learnt that the TMO were
 5 providing it .
 6 Q. Yes, I think you say there you looked at that and you
 7 were surprised to see that the function hadn't at that
 8 moment been taken up. Was that surprise something you
 9 carried forward through the project, that you were
 10 surprised that they hadn't thought about having a client
 11 design adviser? Sorry, not thought about it, but they
 12 had not accepted that offer .
 13 A. No, I mean -- sorry, I thought -- I mean, we've covered
 14 this earlier, so just for clarity, you know, in coming
 15 on board I had learnt that the offer had been made. It
 16 made sense to make the offer. It had been made clear to
 17 me that the TMO hadn't taken up the offer, and it had
 18 been made very clear to me the TMO would be providing
 19 the function of that service themselves. So, from my
 20 perspective, that was okay, that was understood.
 21 Q. Yes.
 22 You have given us all these examples of the types of
 23 queries, design queries, that the TMO were raising with
 24 you, Artelia. Were those queries things that a client
 25 design adviser might have been able to assist them with?

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1 A. In so -- yes. Yes.
 2 Q. Did the TMO's refusal to appoint a client design adviser
 3 make your role as employer's agent more difficult ?
 4 (Pause)
 5 A. I don't believe so.
 6 Q. Did you ever have a conversation with the TMO that they
 7 might appoint a client design adviser to assist them
 8 even at a later stage in the project?
 9 A. Did -- sorry, could you repeat the question?
 10 Q. Did you ever have a conversation with the TMO --
 11 A. No.
 12 Q. -- about appointing a client design adviser later in the
 13 project?
 14 A. No.
 15 Q. Did you ever have concerns that certain safety issues
 16 had not been considered properly by the TMO when
 17 considering the designs?
 18 A. No.
 19 Q. You didn't ever have a concern that they weren't
 20 scrutinising the designs carefully from a safety
 21 perspective?
 22 A. No, I wasn't aware of what their scrutiny constituted.
 23 MS GRANGE: Mr Chairman, I think that would be a very good
 24 moment for our break.
 25 SIR MARTIN MOORE-BICK: Would it?

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1 MS GRANGE: Yes, I'm moving on to talk about CDM next.
 2 SIR MARTIN MOORE-BICK: Well, that probably is a good point,
 3 then.
 4 Mr Reed, we have a break during the course of the
 5 afternoon, and it's convenient to take it now. So we're
 6 going to stop until 3.20, please. I'm going to ask you
 7 to go with the usher in a moment, but first I must ask
 8 you, please, to make sure you don't talk to anyone about
 9 your evidence or anything relating to it while you're
 10 out of the room. All right?
 11 THE WITNESS: Okay, understood.
 12 SIR MARTIN MOORE-BICK: Thank you very much. Would you like
 13 to go with the usher, please. Thank you.
 14 (Pause)
 15 Right, 3.20.
 16 MS GRANGE: Thank you.
 17 SIR MARTIN MOORE-BICK: Thank you.
 18 (3.05 pm)
 19 (A short break)
 20 (3.20 pm)
 21 SIR MARTIN MOORE-BICK: Right, Mr Reed, ready to carry on?
 22 THE WITNESS: Sure.
 23 SIR MARTIN MOORE-BICK: Thank you.
 24 Yes, Ms Grange.
 25 MS GRANGE: Thank you.

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1 Just before we move on to the topic of the
 2 CDM Regulations, I just want to go back and ask you a
 3 couple more questions about something we looked at
 4 earlier about the lifts. If I can bring up again
 5 {ART00004709}.
 6 So, if you recall, I was asking you some questions
 7 about an issue that had been raised by the TMO about the
 8 effect of fire alarms apparently sending lifts to the
 9 ground floor. We saw that one of the things you did was
 10 check with Max Fordham whether it was part of their
 11 scope of works.
 12 Here we've got Matt Smith saying to you on
 13 14 September:
 14 "As mentioned previously, the lift package does not
 15 form part of our scope. Exova may be best placed to
 16 advise on any fire requirements."
 17 Can you recall, did you contact Exova and refer that
 18 matter to them?
 19 A. No. I don't remember, but I don't believe I would have
 20 done that, no.
 21 Q. Why don't you believe you would have done that, given
 22 Exova are being flagged here by Max Fordham as someone
 23 who might be best placed to advise on that?
 24 A. I didn't recognise -- you know, the team I'm engaging
 25 with is Max Fordham, so reference to another party that

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1 I recall were advising the contractor -- you know,
 2 I don't think I did anything with this and I wouldn't
 3 have done anything with this .
 4 Q. So does that go back to your evidence that at the time
 5 you wouldn't have seen Exova as part of the TMO team?
 6 A. Correct.
 7 Q. Yes. Okay.
 8 So the CDM Regulations, we know that, just as you
 9 joined this project, the CDM Regulations changed, didn't
 10 they? So prior to April 2015, the CDM Regulations 2007
 11 were in effect . We know that there was then
 12 a transitional period between April 2015 and
 13 October 2015, and then from 6 October 2015 the new
 14 regime was in place. That's right, isn't it?
 15 A. That's correct.
 16 Q. Now, I just want to pick up this question about who was
 17 going to be the principal designer. I want to pick it
 18 up in September 2015 with some emails at that point. If
 19 we can go to {ART00009332}, this is an email chain
 20 between 10 and 15 September 2015, and I want to take you
 21 through a number of exchanges in it .
 22 If we can start at the bottom of page 5
 23 {ART00009332/5} and look at that email, this is an email
 24 from Colin James to you of 11 September 2015.
 25 Can you just remind us who Colin James was on the

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1 project?
 2 A. I think Colin James was the CDMC at that point.
 3 Q. Yes. He says to you:
 4 "The client needs to appoint a Principal Designer
 5 prior to 6 October 2015. I am not sure what the scope
 6 of our involvement is on this project; however, if we
 7 have control over the designers we can be appointed as
 8 Principal Designer (please see attached appointment
 9 template).
 10 "Kind Regards,
 11 "Colin ."
 12 Then if we go back to page 4 {ART00009332/4},
 13 Simon Cash then sends an email to you on
 14 13 September 2015, and he says:
 15 "Neil,
 16 "I thought that this question had already been
 17 raised with Claire and we had advised her that Artelia
 18 are not in a position to take on the Principal Designer
 19 Role and that the TMO should approach Rydon's to take it
 20 on as they are in control of the design process now."
 21 Then he signs off "Simon".
 22 If we can go to the bottom of page 3 {ART00009332/3}
 23 to see your response to that, you email Simon Cash back
 24 and you say:
 25 "Not formally to my knowledge. I think Paul/Colin

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1 should write to set out the situation and recommended
 2 action although should letter come from you?"
 3 Then can we see another email that you send to
 4 Simon Cash on 15 September. This is at page 1
 5 {ART00009332/1}. It's that email at 7.02 on
 6 15 September. You say:
 7 "I can't find that email on my phone but to my
 8 knowledge our client has not been advised about options
 9 in any formal sense."
 10 Do you see that there?
 11 A. Yes.
 12 Q. "Andrew and I have an action for Claire to advise how
 13 she wishes to address the need for a PD appointment but
 14 I had hoped we could spell out the options for Claire
 15 from our team in order to assist her.
 16 "I will have to refer Claire to Paul direct when
 17 this is raised today."
 18 If we look to the top of the chain at page 1,
 19 Simon Cash tells you in the second email from the top:
 20 "Simple fact is that we can not act a PD. So
 21 choices are to ask [Rydon] to take on the role, [as]
 22 they are responsible for design, but they are not
 23 obliged to take it on. If not, TMO will have to engage
 24 someone direct."
 25 Then you say in your response to that:

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1 "Ok. Thanks Si. That is my understanding but
 2 I didnt know if Paul had found a way or desire for
 3 Artelia to provide it given discussions at Wisley."
 4 Then you sign off .
 5 Now, with those emails in mind, do you agree that at
 6 this point, in September 2015, the client, the TMO, had
 7 not been given formal advice about the options in terms
 8 of principal designer under the CDM 2015?
 9 A. Okay, this conversation started in July .
 10 Q. Agreed, yes, and Mr Cash was shown some emails back in
 11 July which --
 12 A. Right.
 13 Q. Did you see that part of his evidence?
 14 A. Yes.
 15 Q. Yes.
 16 A. I think so, yeah. But, I mean, I recall the
 17 conversation began in July .
 18 Q. Yes.
 19 A. Because it came up in meetings. I was led to believe,
 20 through some of the emails and other evidence, that
 21 Claire was aware of that before the formal
 22 acknowledgement, if you like, that did follow later,
 23 because I understood that Claire was going to try and
 24 appoint another party from one of the TMO frameworks,
 25 which from memory is recorded in a meeting in either

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1 early September or late August.
 2 Q. Yes, I see. But I think you're telling Simon Cash in
 3 this chain that we've just seen that the TMO haven't
 4 formally had advice about the principal designer role.
 5 Do you agree with that?
 6 A. Yes.
 7 Q. Is it right that, as at 15 September 2015, when you send
 8 this email that we're looking at here, you yourself were
 9 still not clear whether Artelia could act as principal
 10 designer for this project?
 11 A. Correct.
 12 Q. And is it right that as at this date --
 13 15 September 2015 -- Artelia had not made it clear to
 14 the TMO that they were not prepared to act as principal
 15 designer?
 16 A. Sorry, could you repeat that?
 17 Q. Yes. As at 15 September 2015, is it right that Artelia
 18 had not made it clear to the TMO that they were not
 19 prepared to act as principal designer?
 20 A. I thought they had.
 21 Q. Okay.
 22 Now, can we go to {ART00006731}. These are the
 23 minutes of progress meeting 15 on 15 September 2015. Is
 24 it right that you took these meeting minutes?
 25 A. (Witness nods).

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1 Q. It says "From Neil Reed" there.
 2 A. Yes.
 3 Q. We can see you're present at the meeting at the bottom
 4 of that table there, one line up.
 5 If we go on to page 7 {ART00006731/7} at the top of
 6 the page, point 7.3, we can see there's a minute there:
 7 "CDM2015 - CW [Claire Williams] to appoint
 8 a Principal Designer from the TMO's new Consultancy
 9 Framework."
 10 Do you see that there?
 11 A. That's right.
 12 Q. So is it right that, as at the date of this meeting, you
 13 were clear that the TMO knew it had to appoint someone
 14 other than Artelia to be the principal designer?
 15 A. Yes.
 16 Q. Had that been made clear to the TMO at this meeting?
 17 A. I don't recall. I don't recall the dialogue at the
 18 meeting. I remember there was a discussion, and that
 19 the framework was -- this framework arrangement was
 20 an option, so this was -- you know, the action coming
 21 away from that meeting is that's what the TMO are going
 22 to do. So it was clearly in consideration before the
 23 meeting.
 24 Q. Yes.
 25 A. So this wasn't discussed at the meeting and a decision

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1 made at the meeting; this is just a record of a decision
 2 they had made following exhausting, from memory, the
 3 other options that may have been available to them.
 4 Q. I see.
 5 At this point, the TMO would have around three weeks
 6 to appoint a principal designer, wouldn't they, prior to
 7 the new regime coming into force on 6 October 2015?
 8 A. Yes.
 9 Q. Were you aware that both Rydon and Studio E were asked
 10 to be principal designer but they both refused?
 11 A. Yes.
 12 Q. Do you know why they refused?
 13 A. No.
 14 Q. Is it also right that, at one time, some consideration
 15 was being given -- this is later in September -- to the
 16 idea that the clerk of works organisation, JRP, might be
 17 the principal designer? Were you aware of that?
 18 A. Yeah, I was. I think there's an email from me somewhere
 19 that acknowledges it.
 20 Q. Yes.
 21 A. Because I think it was raised as an option through some
 22 discussion I was privy to.
 23 Q. Yes, let's look at that: {ART00009336}. This is
 24 an internal email within Artelia on 23 September 2015.
 25 You say there to Paul Burrows and Simon Cash:

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1 "Claire will be appointing the CoW organisation JRP
 2 who tell me all these CDMCs are simply(sic) becoming
 3 [principal designers] and they see no issue with this
 4 transition. I understand other organisations are
 5 exercising the same approach."
 6 So we can see that you were aware of that.
 7 A. Yes.
 8 Q. Do you know why the TMO did not eventually appoint JRP
 9 to be the principal designer?
 10 A. No.
 11 Q. We can see from the emails that the TMO subsequently
 12 decides to perform the role of principal designer
 13 itself. If we can look at {ART00004824}, this is
 14 an email chain between you and Claire Williams on 1 and
 15 2 October 2015, and if we could go down to page 2
 16 {ART00004824/2} and pick this up there, this is
 17 Claire Williams to you, 1 October 2015, and there's
 18 a number of points raised, she wants a catch-up with you
 19 and she's got some issues.
 20 Under point 5 at the bottom is relevant to this
 21 topic. It says:
 22 "CDM Regulations change: As long as the project team
 23 agree the Design is fundamentally complete then we
 24 believe the provisions within the legislation allow
 25 KCTMO to request the Principal Contractor to compile the

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1 [health and safety] File and issue direct without the
 2 formal appointment of a Principal Designer. Can we get
 3 this put into the meeting next week - and check that the
 4 team agree the design is 'fundamentally complete', and
 5 get this minuted?"
 6 So we can see what she is saying there, and then
 7 I want to show you your response on page 1
 8 {ART00004824/1} to this. So you respond on 2 October
 9 and under "CDM" you say:
 10 "I think this needs to be your call Claire Re [is]
 11 the design sufficiently complete. Re the [health and
 12 safety] File - it does leave the question as to who then
 13 checks the file and confirms it is compliant. Would you
 14 like Artelia to provide a due diligence role in this
 15 regard to ensure the file complies with the [employer's
 16 requirements] and the CDM regulations as I think we may
 17 be able to provide a CDM Advisor type role as opposed to
 18 the [principal designer] role."
 19 So we can see that's what you say there.
 20 Can you help us as to where Claire Williams had
 21 referred to the design being "fundamentally complete",
 22 can you help us as to what she meant by that?
 23 A. I don't know. I didn't really understand what she meant
 24 by that.
 25 Q. You say there very clearly that it needs to be her

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1 call --
 2 A. Yes.
 3 Q. -- regarding whether the design is sufficiently
 4 complete.
 5 To your knowledge, what if anything did the TMO do
 6 to check they understood the duties they would be taking
 7 on?
 8 A. I have no idea.
 9 Q. So you can't help us as to what, if anything, the TMO
 10 did to satisfy itself that those duties would be within
 11 the capacity of the TMO to perform?
 12 A. No.
 13 Q. I want to pick it up now at a progress meeting from
 14 November 2015. If we can go to the minutes of that
 15 meeting, {ART00005184}. If we look here, this is
 16 a progress meeting, 17 November 2015. We can see you're
 17 present.
 18 Is it right you chaired this meeting? Would you
 19 chair these meetings?
 20 A. Yes, I would normally chair the progress meetings and
 21 Andrew would take the formal minutes.
 22 Q. This CDM issue is picked up on page 2 {ART00005184/2},
 23 if we go to item 2.8 at the bottom of that page. It
 24 says there:
 25 "Item 3.2: CDM Regulations 2015 - AM noted the

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1 PMN ..."
 2 I think that's post-meeting note; is that right?
 3 A. That's right.
 4 Q. "... on previous minutes. Copied here for
 5 completeness."
 6 So what's happened here is that a minute from the
 7 October progress meeting has been copied over, and that
 8 note reads as follows:
 9 "PMN: Under the 2015 regulations if the [principal
 10 designer] appointment finishes before the end of the
 11 works then the Principal Contractor takes on the
 12 [principal designer] role. This means the Principal
 13 Contractor puts together the [health and safety] file
 14 for the client. For discussion at the next progress
 15 meeting."
 16 Do you see that there?
 17 A. Yes.
 18 Q. Then you can see these minutes continue:
 19 "It was agreed that Rydon are not the [principal
 20 designer] ... under the CDM Regulations 2015. The TMO
 21 as the client are to undertake this role."
 22 Then we can see, over the page {ART00005184/3}, it
 23 says:
 24 "It was further agreed that Rydon would be
 25 responsible for collating and presenting the [health and

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1 safety] File information in accordance with the
 2 Employer's Requirements and the ..."
 3 Is that the pre-contract information?
 4 A. Yes.
 5 Q. "... and present to the TMO as [principal designer]."
 6 So we can see what's said there about who is going
 7 to take responsibility for what, what the TMO are going
 8 to do and what Rydon's going to do.
 9 Do you remember anything further about what was said
 10 about the TMO taking on the role of principal designer
 11 at this meeting?
 12 A. No.
 13 Q. Can you remember anything further that was said about
 14 the collation of the health and safety file? We can see
 15 it was agreed that Rydon would be responsible for
 16 collating and presenting that information. Can you
 17 recall any further discussions about that at this stage?
 18 A. Not further discussion, no, save I know Rydon went on to
 19 employ another party to help compile the building
 20 manual, which encompassed the health and safety file, as
 21 I understood it.
 22 Q. I see.
 23 So how was it going to work, as you understood it at
 24 this meeting? The TMO's taken on the principal designer
 25 role, but is it right that what was agreed was, in

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1 practice, Rydon would be responsible for collating and
 2 presenting the health and safety file information under
 3 the CDM regs?
 4 A. Correct.
 5 Q. I see.
 6 Now, I think it's right -- and we saw it from your
 7 email to Claire Williams a little bit earlier, when we
 8 were looking at that email chain from the beginning of
 9 October -- that Artelia did offer a role as adviser to
 10 the TMO; is that right? In their role as principal
 11 designer, Artelia said it could provide some advice to
 12 the TMO to assist it in discharging that role; is that
 13 right?
 14 A. That's what I understood, yes.
 15 Q. Yes. There are some emails about that.
 16 Do you know whether the TMO ever took up that offer
 17 to get advice from Artelia?
 18 A. Well, I don't think a formal offer was made, and no,
 19 they didn't take up an offer.
 20 Q. No.
 21 A. No.
 22 Q. So we can see it's floated in a number of emails --
 23 A. Yes.
 24 Q. -- that you could provide that type of support if they
 25 wanted it.

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1 A. Yes, that's right.
 2 Q. Is it right that they never got back to you saying,
 3 "Yes, please, we would like that support"?
 4 A. That's correct.
 5 Q. Yes.
 6 Now, on the health and safety file, were you aware
 7 when you were performing your role as employer's agent
 8 that there was no health and safety file for the
 9 original building, so no health and safety file had been
 10 passed on, on to this project, from any previous
 11 projects? Were you aware of that?
 12 A. I think I was aware of it, but it doesn't surprise me,
 13 it's a very old building.
 14 Q. But it was an old building that had had a number of key
 15 pieces of building work going on within it; so there had
 16 been a flat door replacement project, there had been
 17 a lift replacement project. Were you aware that there
 18 had been those previous building projects in relation to
 19 this building?
 20 A. No.
 21 Q. So I think you're saying it didn't surprise you that
 22 there was no health and safety file.
 23 A. Correct.
 24 Q. Was that common at the time, that you would get
 25 a building like Grenfell with no existing health and

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1 safety file?
 2 A. I mean, the regs came into play in the 1990s, so health
 3 and safety files as a term and as an output didn't exist
 4 really before then in any formal sense. So on the basis
 5 this was a very old building, that doesn't surprise me.
 6 Q. Okay.
 7 Can we now look at an email {ART00006299}. This is
 8 an email chain in March and April 2015. This is
 9 specifically about the subject of the health and safety
 10 file, and I want to start by looking at page 2
 11 {ART00006299/2} in the middle of the page. We can see
 12 an email from Keith Bushell on 23 March 2015 there about
 13 the Grenfell health and safety file. That email was
 14 sent to various people on the project, including
 15 individuals from Rydon, Max Fordham, Curtins and
 16 Studio E, and you are cc'd into that. Can you see that?
 17 A. Yes.
 18 Q. Is it your understanding that, around this time,
 19 Keith Bushell was collecting information to help compile
 20 the health and safety file?
 21 A. It would certainly appear that way from the email, yes.
 22 Q. Yes. Is that what you would expect him, as the CDM
 23 co-ordinator, to have been doing?
 24 A. Yes. I mean, in practice much of the information that's
 25 required for the file does tend to come towards the

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1 latter part of the project. So we're in March here,
 2 so ... but I think he's setting out here what he is
 3 going to be requiring, isn't he?
 4 Q. Yes. I understand that. I understand that -- and other
 5 witnesses have said it -- in practice it's often left to
 6 the end of the project.
 7 A. Yeah.
 8 Q. But in reality, wouldn't it have been the position that
 9 some information could have been gathered earlier? So
 10 the specifications for the products that are used,
 11 certificates like fire testing certificates for the
 12 products being used could have been gathered, even
 13 as-built drawings. I mean, surely if the construction
 14 work is well progressed, those ought to be available.
 15 Isn't it good practice to start compiling the health and
 16 safety file as you go?
 17 A. I'm not sure what that -- what purpose that would serve,
 18 fundamentally. Because as-built drawings -- we're in
 19 March 2015 here. The project wasn't finished until the
 20 summer of 2016, so you wouldn't be seeing an as-built
 21 drawing until the building had been finished.
 22 Specifications, they're embodied in the contract
 23 documents. This is why, yes, the process can start, but
 24 the reality is the information that's relevant to the
 25 file, in my view, doesn't become available until the

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1 latter part of the project, and that --

2 Q. Can I suggest to you that one purpose that might serve

3 would be for the CDM co-ordinator to be checking that

4 what's in those specifications is indeed what's been put

5 on the building, because we know in this project -- and

6 this is scrolling forward -- that the health and safety

7 file has been examined, and there are either omissions

8 in it or inaccuracies in it in terms of what's there.

9 So isn't one purpose to start gathering the information

10 and checking it to check that it's consistent with

11 what's actually on the building?

12 A. The CDMC, in my view, wouldn't be checking the accuracy

13 of the as-built drawing and that it reflects what's on

14 the building; that would be the builder's responsibility

15 to provide the information for the file .

16 Q. I see. So a CDM co-ordinator wouldn't exercise any

17 independent judgement about, for example, if he's been

18 given specification information about products or

19 testing information about products, he wouldn't check

20 that that is in fact what's been installed; he would

21 just assume that what he's provided with was what was on

22 the building; is that correct?

23 A. Well, he is expecting the information to come through

24 from the various disciplines that would be responsible

25 for checking those things.

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1 SIR MARTIN MOORE-BICK: Mr Reed, can you help me, I'm still

2 finding it difficult to understand why you can't start

3 building this file at a much earlier stage in the

4 construction programme. For example, we know that in

5 this case changes were made to the dry riser inlet, and

6 there must have been drawings or some sort of

7 documentation relating to that which would reach a final

8 stage when the work was finished.

9 A. Yes.

10 SIR MARTIN MOORE-BICK: And that would probably be a long

11 time before the last piece of panelling on the cladding

12 was put in place. Why can't you build the file as you

13 go along?

14 A. I'm not saying you can't build the file as you go along,

15 you can build the file as you go along, but using the

16 very example you refer to, works in the risers are

17 happening right up until the last few weeks of the

18 project.

19 SIR MARTIN MOORE-BICK: Well, they may be, but they may not

20 be, may they not?

21 A. They were on this project for sure. So the

22 commissioning data and the information relative to what

23 you're using may well be available sooner, and it would

24 be for the CDMC to compile the file, and I would be

25 interested in ensuring that, you know, the file is

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1 provided at a pertinent point in the project, which is

2 at PC.

3 SIR MARTIN MOORE-BICK: I asked the question because I got

4 the distinct impression from other witnesses that the

5 practice is that no one really does anything about

6 compiling this file until everything is done, and the

7 impression I got, perhaps wrongly, from reading the

8 regulations was that they may contemplate that things

9 will be compiled as you go along. But is that not your

10 experience?

11 A. Okay, so I sit here in a -- as a PM, as a discipline .

12 I'm not a CDM expert.

13 SIR MARTIN MOORE-BICK: No.

14 A. I'm not overtly familiar with all of the regulations,

15 but I am familiar with the principles and the

16 fundamental output from the process.

17 So I don't disagree with the sentiment, and it's

18 common practice that the file is collated along with the

19 O&Ms as part of a building manual, as it's often

20 referred to, and indeed was on this project, towards the

21 latter end of the project, when all the information --

22 when the project is finished and all the information can

23 be provided and made available.

24 SIR MARTIN MOORE-BICK: All right.

25 A. Does that help?

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1 SIR MARTIN MOORE-BICK: Yes, it does, thank you very much.

2 MS GRANGE: Just picking up a little bit on that, isn't

3 there a danger if you leave it to the end that the

4 compiling of that file becomes chaotic?

5 A. I don't think so, no.

6 Q. On this project, are you saying that, because of the

7 nature of the project and lots of strands not coming

8 together until the end, are you saying that, in

9 practice, you think it would have been difficult to

10 start compiling the health and safety file any earlier

11 than at the end of the project?

12 A. Sorry, could you repeat that question?

13 Q. Yes. On this project, are you saying that, because of

14 the nature of the project, with lots of strands not

15 coming together until the end, are you saying in

16 practice it would have been difficult to start compiling

17 that file any earlier?

18 A. I think that was the case for this project, but it is

19 the case for most projects in which I have been involved

20 anyway, whether they're a significant change or not.

21 Q. I see. So are you saying that even on a well run, well

22 organised project, you think that, in reality, the

23 health and safety file perhaps doesn't need to be put

24 together until the end?

25 A. I'm not saying need, I'm saying in practice what happens

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1 is that's when it happens. And when you say the end,
 2 I mean, the end can be -- you know, what's the end? It
 3 can be two weeks, it can be six months.
 4 Q. Yes.
 5 A. I mean, I think -- I recall from reviewing the
 6 preliminaries that formed part of the contract documents
 7 that the file is requested two weeks before practical
 8 completion. Now, I read that as -- that's often
 9 a common benchmark for the provision of the file, but to
 10 get to a point where you have the file available, you
 11 certainly need to start thinking about it and compiling
 12 it before then, and I guess this -- coming back full
 13 circle to Keith's email -- is the process by which
 14 I think he's kickstarting and reminding people what he
 15 needs.
 16 Q. Exactly. And bringing it back to this email, would you
 17 have expected that some information would have been
 18 provided in response to this request that he is making
 19 here?
 20 A. Possibly, not necessarily.
 21 Q. I see.
 22 A. Because he is setting out here, "will need information
 23 from the various disciplines", so he is priming the team
 24 for what he will need.
 25 Q. I see.

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1 A. Whether it follows, I --
 2 Q. Were you aware of any information being provided to
 3 Mr Bushell in response to this request at this point in
 4 March 2015?
 5 A. No.
 6 Q. If he didn't get information in response to this email,
 7 would you have expected him to follow it up?
 8 A. If he was expecting something particularly or
 9 explicitly, then yes.
 10 Q. Now, if we go up to the top of the first page of this
 11 string {ART00006299/1}, this is an email from
 12 Paul Burrows to Claire Williams on 28 April 2015. It's
 13 copying you in, together with Nick Valente.
 14 Had Paul Burrows taken over from Keith Bushell by
 15 this stage as the CDM co-ordinator?
 16 A. Yeah, I think that's correct. I don't follow the
 17 timeline exactly, because Paul was working with Colin as
 18 well, so I think there were perhaps two people involved,
 19 Paul and --
 20 Q. And we can see -- sorry.
 21 A. Sorry, Paul and Colin is what I remember seeing.
 22 Q. I see, yes.
 23 We can see the subject is still "Grenfell H&S File",
 24 and he says:
 25 "Hi Claire,

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1 "I will be managing the process, but this may be
 2 completed by one of my colleagues.
 3 "However, to date I have not received any
 4 information, but to be honest, it is rare to receive
 5 information during the project - it usually comes
 6 through at the end when there is little or no likelihood
 7 of it changing."
 8 So we see that there.
 9 A. Yeah.
 10 Q. I think that's consistent with what you have just been
 11 telling us in terms of your experience.
 12 A. Yeah. I didn't particularly remember that email, but
 13 yes, that's correct.
 14 Q. But is that the case if there is no pre-existing health
 15 and safety file? So this was a building which had no
 16 health and safety file in existence. Is it still the
 17 case that those files aren't usually compiled until the
 18 end of a project, where there is no existing one?
 19 A. That's my experience, yes.
 20 Q. Yes.
 21 Can we just look at the Approved Code of Practice
 22 for the 2007 CDM Regulations at this point.
 23 {INQ00013936}. This is also known as L144. There we
 24 have what's sometimes referred to as the ACOP, the
 25 Approved Code of Practice for the CDM Regulations. It's

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1 quite a long document. We can see at the bottom it's
 2 106 pages.
 3 Were you familiar with this Approved Code of
 4 Practice?
 5 A. I was aware of it, and some of the key features of it,
 6 but not the entire document.
 7 Q. Yes. If we go to page 58 {INQ00013936/58} and just have
 8 a look at paragraph 259, it's at the bottom of that
 9 page, we can see there it says, "What you must do", and
 10 then it says:
 11 "Clients, designers, principal contractors, other
 12 contractors and CDM co-ordinators all have legal duties
 13 in respect of the health and safety file:
 14 "(a) CDM co-ordinators must prepare, review, amend
 15 or add to the file as the project progresses, and give
 16 it to the client at the end of project."
 17 Do you see that there?
 18 A. Yes.
 19 Q. So would you agree that this Approved Code of Practice
 20 appears to be contemplating that the file will be
 21 compiled during the project as it progresses and not
 22 just right at the end?
 23 A. Yes.
 24 Q. Indeed, it's contemplating that it might be reviewed,
 25 amended, added to, so that it's an iterative process of

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1 building up this file ; would you agree with that?
 2 A. Iterative process?
 3 Q. Yes, a stage-by-stage process of building up the
 4 information you need in that health and safety file .
 5 A. I was going to say " iterative " would imply it was going
 6 backwards and forwards. But building it as it goes
 7 along, yes.
 8 Q. Fair enough, a stage-by-stage process of building it .
 9 If practical completion were to be in October 2015,
 10 when would you expect that the health and safety file
 11 might be complete?
 12 A. Well, the requirement under the contract was for it to
 13 be provided two weeks before completion. In practice ,
 14 it 's provided in draft for comment probably before that.
 15 Q. Yes.
 16 A. And in some cases the process continues after PC,
 17 subject to other parties being happy with anything
 18 fundamental that might be missing --
 19 Q. Yes.
 20 A. -- is my experience.
 21 Q. Now, I just want to look at some extracts from your
 22 notebooks. We have recently had disclosure of some of
 23 your notebooks. Can we go to {ART00009454/4}. This is
 24 your third notebook, and what we're looking at is
 25 a transcript . So the notebooks were in your handwriting

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1 and this is a transcript .
 2 What we can see on this page is there seems to have
 3 been some notes you have made about health and safety
 4 file , CDM related matters. So you have got:
 5 "O+Ms - Gary compiles - MF to sign off ."
 6 What does "Gary compiles" refer to?
 7 A. I think Gary was one of the site managers within the
 8 Rydon team.
 9 Q. Right, yes.
 10 A. I believe .
 11 Q. Yes.
 12 A. Sorry, was there a date on this at all?
 13 Q. I know it's your third notebook. I 'm not sure we're
 14 aware of a date, but we'll just double check.
 15 Then we can see it says:
 16 "[Health and safety] file - CDMC was to compile -
 17 Rydon were to provide Building Manual."
 18 So possibly around the time of the meeting in
 19 November 2015; is that possible?
 20 A. I honestly can't say.
 21 Q. Okay. Then we can see it says:
 22 "The Building Manual is the O+Ms ..."
 23 That's operation and maintenance manuals, isn't it?
 24 A. That's correct.
 25 Q. And then you've said what the building O&Ms will

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1 comprise, and we've got various parts, part 4 being the
 2 health and safety file . Do you see that there?
 3 A. Yes.
 4 Q. Do we take it that at this point you realised that the
 5 health and safety file was going to be incorporated as
 6 part of the O&M manual?
 7 (Pause)
 8 A. Yes. It 's often in practice provided as a separate
 9 document, but we talk here in terms of a building manual
 10 and the three fundamental components of the manual.
 11 Q. I see.
 12 Can we then go on to page 5 of this notebook
 13 {ART00009446/5}. Under point 11, I think we can see
 14 a list of what the health and safety file is to
 15 comprise. It 's got:
 16 "[Health and safety] file .
 17 "[Building] Control.
 18 "Planning.
 19 "Service schedule ...
 20 "Residual Risk assessment ..."
 21 Do you see that there?
 22 A. Yes.
 23 Q. Can you help us, do you think these are notes of
 24 a meeting you had?
 25 A. Yes.

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1 Q. Does this record a discussion of what the health and
 2 safety file was going to contain?
 3 A. I think we need to be a little careful here. The
 4 requirements for the health and safety file would have
 5 been set out by Keith and in his -- by the -- Colin or
 6 Paul would follow, in the sense that I understood the
 7 contents hadn't changed. These are my notes in this
 8 meeting where I'm recording some of the things that
 9 I would see are key --
 10 Q. I see.
 11 A. -- to the file .
 12 Q. Yes, I understand, that's helpful.
 13 Do you know if the final health and safety file did
 14 contain documents relevant to these items? Was that
 15 ever something that you were aware of?
 16 A. I didn't see the final health and safety file get issued
 17 to the TMO, but I certainly saw the Building Control
 18 certificate . We were very aware of where we were with
 19 the planning conditions. The service schedule is a very
 20 typical item to be included.
 21 Q. Yes.
 22 A. And the "Residual Risk Assessment (Steve Butler
 23 compiling), was just a note in relation to an action he
 24 would undertake. I think Steve was putting together
 25 elements of the O&Ms for Rydons.

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1 Q. Now, in terms of handover of material from Artelia to
2 the TMO, can we now go to {ART00004765}. This is
3 an email from Paul Burrows to Claire Williams, copying
4 you and Simon Cash in on 9 September 2015, and he says:
5 "I will be consolidating the CDMC document for the
6 Artelia project so that it can be issued to the
7 Principal Designer under CDM 2015.
8 "I envisage this to be completed within the next few
9 days and will forward to yourself directly .
10 "If you have any questions with regards to the
11 handover, or documentation, please do not hesitate to
12 contact me."
13 So do we understand this correctly : is this
14 Paul Burrows, as the CDM co-ordinator from the 2007
15 regime, handing over health and safety file information
16 to the new principal designer, the TMO, under the 2015
17 regulations? That's what's contemplated here?
18 A. Yes.
19 Q. Can we go, then, to {ART00004949/2} at the bottom. This
20 is an email on 23 October 2015 internally within
21 Artelia . I'm looking right at the very bottom for the
22 moment. We can see it 's from Andrew Malcolm. Then if
23 we go over the page to page 3 {ART00004949/3}, we can
24 see it 's to you, copying in Simon Cash and
25 Michelle Lowe, subject: "Grenfell Tower". He says this :

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1 "Neil,
2 "Apparently you have all the CDM information.
3 "Apparently Simon has spoken with Claire.
4 "Seems as if , Neil can you send the information to
5 Claire referencing conversation that she had with Simon.
6 "Kind regards
7 "Andrew."
8 Do you see that there?
9 A. Yes.
10 Q. Then if we go one email up on to page 2 {ART00004949/2},
11 you respond on the same day at 6 o'clock, that's at the
12 bottom of that page --
13 A. That's right .
14 Q. -- and you say:
15 "I don't have anything guys. And whatever is being
16 issued needs to come from Paul and /or via Simon does it
17 not?"
18 You see that there?
19 A. Yes.
20 Q. So I think you're saying that anything that's going to
21 be issued to the TMO needs to come from the CDM
22 co-ordinator, Paul Burrows --
23 A. Yes.
24 Q. -- if necessary via Simon Cash as the project --
25 A. Yes.

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1 Q. -- director; is that right?
2 A. Yes.
3 Q. Then if we go to the top of page 1 {ART00004949/1},
4 Paul Burrows says this . He says to Andrew Malcolm:
5 "Andrew,
6 "The only information we have is attached.
7 "This includes:
8 "1) Reviews of the Principal Contractors
9 Construction Phase H&S Plan
10 "2) The old and updated F10."
11 That's the form, isn't it , setting out who's got the
12 relevant CDM roles; is that right?
13 A. Yes.
14 Q. 3) Reports associated with the construction phase of the
15 project .
16 "4) Agreed template for the H&S File."
17 Do you see that there?
18 A. Yes.
19 Q. Now, would you have expected there to be more prepared
20 for this health and safety file at this stage, ie in
21 October 2015?
22 A. I don't think I gave a lot of thought to it , to be
23 honest. This was the information that was available in
24 October 2015, this is what Paul had handed over.
25 I don't remember giving any more thought to its

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1 sufficiency otherwise.
2 Q. I see. So you don't remember thinking: well, this looks
3 a bit thin given that 2 and 4 don't really add much to
4 the substance of the file , so you have only really got 1
5 and 3? You don't remember thinking that?
6 A. No, my focus in October was on completion, where we
7 started the process of discussing what would be required
8 on the run-up to completion. At that time I think that
9 was envisaged to be around January.
10 Q. I see.
11 Can we then go to {ART00009356}. This is an email
12 from you to Simon Cash on 27 October 2015, and you say
13 this in point 1 at the top:
14 "CDM:-
15 "Following a further completion meeting today it
16 transpires that Claire has had no call from Paul.
17 "Accordingly despite all the effort to ensure
18 a smooth transition re CDM Claire considers Artelia 's
19 efforts in this regard appalling.
20 "Andrew and I were quite embarrassed by the lack of
21 professional closure that I think we all expected and
22 planned for from Paul.
23 "Can you exert some pressure on Paul to wrap this
24 up? Much in the way you suggested in a previous email -
25 Claire still needs a CDM advisory type role and will

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1 probably bite Paul’s arm off if he is able to offer this
 2 role.
 3 “As at today we have an expired F10 and a client
 4 expecting a handover of documents to inc a partial H&S
 5 File. Someone will need to help compile a completed H&S
 6 File so there remains scope for Artelia to see extra
 7 fee.”
 8 So we can see what you’ve said there.
 9 Now, I want to ask you again: would you have
 10 expected by this stage more to have been handed over
 11 from Artelia to the TMO?
 12 A. Well, I say there to include a partial health and safety
 13 file. I mean, what constitutes a partial health and
 14 safety file wouldn’t be for me to gauge, but certainly
 15 at that moment in time perhaps I was expecting to see
 16 more, I acknowledge that.
 17 Q. Yes. Do you think it was acceptable to hand the client
 18 a partial health and safety file at this point, in
 19 October 2015?
 20 A. Well, it certainly wouldn’t have been a completed one
 21 because the project hadn’t completed.
 22 Q. I see.
 23 A. So -- sorry, that may have come across a bit flippant
 24 then, it wasn’t intended.
 25 Q. You say there that Claire Williams thinks Artelia is

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1 appalling and that you’re quite embarrassed. Can you
 2 help us as to what in particular you found embarrassing
 3 about the situation?
 4 A. Yeah, well, this stems from the process that started in
 5 July where the dialogue had started on the fact change
 6 was coming, and I thought it was incumbent on Artelia,
 7 our team, to be very clear with the TMO and Claire what
 8 was happening, perhaps what their options were, and
 9 I did my best to encourage, I think, Paul at the time,
 10 or Simon -- I can’t recall who, there’s an email --
 11 setting out how I thought we should do that. And that
 12 was my view of how you professionally conclude a smooth
 13 transition in the matter. And that didn’t happen in the
 14 way I’d like to have seen.
 15 Q. Yes. I see.
 16 On reading this, it appears to be a complaint to
 17 Simon Cash about the CDM team at Artelia. Was it meant
 18 to be read that way?
 19 A. It’s me escalating the issue and expressing how I felt.
 20 Does that constitute a complaint? It could be read that
 21 way, but it is what it is. You know, I was -- we were
 22 embarrassed.
 23 Q. I see.
 24 A. It’s not --
 25 Q. Yes.

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1 A. What had happened was not what I had anticipated or
 2 expected.
 3 Q. To your knowledge, was there ever any handover of
 4 documents or a file in relation to the health and safety
 5 file to the TMO from Artelia?
 6 A. I believe there was subsequent to this dialogue.
 7 Q. I see.
 8 What about a handover of any documents to Rydon?
 9 Obviously they were going to compile the O&M manual
 10 which was going to incorporate the health and safety
 11 file. Were you ever aware of handing over documents to
 12 Rydon?
 13 A. No.
 14 Q. Now, the final topic I want to ask you about is about
 15 the construction phase itself, and it’s really about
 16 Rydon.
 17 Just before we get to that, we know that JRP,
 18 John Rowan and Partners, were employed as clerk of works
 19 and were doing quality checks of Rydon’s work; yes?
 20 A. Yes.
 21 Q. Now, we’ve heard in evidence in this Inquiry that
 22 John Rowan and Partners were only contracted to perform
 23 a site inspection role and were only on site once
 24 a week, and that they were observing the work in
 25 snapshots. That’s what we have been told.

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1 Was that your understanding at the time?
 2 A. Yes.
 3 Q. Did you think that that was a sufficient amount of time
 4 for a clerk of works to be spending on a project such as
 5 this?
 6 A. Yes, I didn’t have reservations about how much time they
 7 were spending in their role.
 8 Q. Right, yes.
 9 Now, in your witness statements you have made
 10 a number of comments about Rydon during the construction
 11 phase of the project, and I want to ask you about
 12 a number of those passages in your statement.
 13 You say at paragraph 81 of your statement
 14 {ART00006663/25} -- I don’t think we need to turn this
 15 one up -- that Rydon had resource issues and they were
 16 causing delay.
 17 Can you just help us, were there problems with the
 18 resourcing of key personnel within the Rydon team, as
 19 far as you perceived it?
 20 A. Yes, I -- that’s how I felt. I think if we’re talking
 21 around the period where -- do you have a specific period
 22 in mind here or generally?
 23 Q. Well, I tell you what, let me show you that part of your
 24 witness statement, to be fair. This is
 25 {ART00006663/25}, paragraph 81. You say in the first

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1 line :
 2 "There were also resource issues within Rydon's own
 3 supply chain and within its own team. These contributed
 4 to the delays to the construction works."
 5 You have identified some of the comments that
 6 John Rowan and Partners raised in its site inspection
 7 reports in an earlier paragraph, and then you refer to
 8 a site visit in August 2015. So that's the context in
 9 which you have said this .
 10 A. Yes.
 11 Q. I just wanted to ask you if you can help us explain what
 12 you thought Rydon's resource issues were within its own
 13 team?
 14 A. Well, I think this was around the time that
 15 Simon Lawrence was leaving. Are you able to clarify
 16 that for me, just to help jog my memory? I think it was
 17 around this time.
 18 Q. Yes, that Simon Lawrence left and Steve Blake took over
 19 as project manager.
 20 A. Right, okay. So, yeah, this was the period where
 21 I started to feel and sense we weren't getting quite the
 22 service we were expecting from Rydon's. There was a --
 23 there appeared to be resource issues, in my view, with
 24 some of the things that needed to happen on site, hence
 25 the reference to the site inspection reports. So this

201

1 was a perception I was forming over time.
 2 Q. I see.
 3 A. From around this time.
 4 Q. You also mention in your statement that there were
 5 resource difficulties with Rydon's subcontractors and,
 6 in particular, the cladding subcontractors. Can we look
 7 at that. This is at page 10 {ART00006663/10} of this
 8 witness statement, paragraph 41. You say:
 9 "The main issue evident from the reports, was the
 10 delay in the cladding works, which was a threat to the
 11 programme on the Project. This was an issue that, as EA,
 12 I was concerned about and I formally raised it with
 13 Rydon. Examples of the comments causing concern from JRP
 14 about the progress of the cladding installation in its
 15 Site Inspection Reports include ..."
 16 You give a number of examples, and for example the
 17 first one, 29 July 2015, you have highlighted that the
 18 clerk of works was saying there were only seven external
 19 cladding fixers .
 20 I want to ask you just more generally: did you form
 21 the view that the cladding installation was
 22 under-resourced?
 23 A. Well, yeah, that's essentially what was being reported,
 24 you know, progress was starting to suffer, and the
 25 view -- the observations of the inspectors were that

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1 there was inadequate workforce on site, and I think
 2 reference was made to the number of climbers being in
 3 use at any one particular time. So, yeah, concerns were
 4 being expressed about the workforce for that team and
 5 the delays that were beginning to appear.
 6 Q. I see. Yes.
 7 Delay. You also raise the issue of delay, and you
 8 have spoken about it at the very beginning of your
 9 evidence. If we can look at paragraph 95 of your first
 10 statement on page 32 {ART00006663/32}, you say there:
 11 "Whilst the project is one of the most delayed
 12 projects I have ever worked on, none of the issues that
 13 I identified to Rydon were related to any concerns about
 14 the quality of the work."
 15 Do you see that there?
 16 A. Yes.
 17 Q. In your opinion, what were the key factors that
 18 contributed to the delay on this project?
 19 A. Generally?
 20 Q. Yes.
 21 A. General delay?
 22 Q. Yes.
 23 A. Because I think -- sorry, with respect, you're
 24 jumping -- I think there are large gaps between these --
 25 when I've made -- I can't get across my message,

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1 apologies.
 2 We're talking about fundamentally different parts of
 3 the project here, aren't we? So my comment in relation
 4 to 95, I can't recall whether that was in relation to
 5 the beginning, when I came on board, or towards the
 6 latter part. But certainly the project was in delay
 7 when I joined, and that delay was exacerbated by other
 8 factors --
 9 Q. Yes.
 10 A. -- to the point that the project ended up being handed
 11 over even later than we were envisaging, some six or
 12 seven months later.
 13 Q. I think you are dealing with the end phase of the
 14 project here because the next heading is "Lead-up to
 15 practical completion".
 16 A. Right.
 17 Q. You have talked about exchanges you had with Steve Blake
 18 in April 2016 just immediately above.
 19 A. Yes, that's helpful, thank you. Yes.
 20 Q. I see.
 21 Is it right, then, that despite the delay and the
 22 resourcing issues, you didn't have any concerns about
 23 the quality of Rydon's work?
 24 A. No, only insofar as the clerk of works, the site
 25 inspectors, were monitoring and indeed measuring through

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1 a KPI system the quality, which was quite high right
 2 from the beginning and then dipped and was brought back
 3 up as their issues and observations were resolved.
 4 So, in broad terms, I wasn't concerned about quality
 5 because the clerk of works ultimately were satisfied .
 6 Q. I see. So you took comfort from the clerk of works?
 7 A. Very much so.
 8 Q. Yes.
 9 A. Yeah.
 10 Q. Now, responsiveness. You also mention in several places
 11 in your witness statement Rydon's what you say was
 12 a lack of responsiveness. I want to look at an email on
 13 this that you refer to, {ART00005053}. This is an email
 14 from you to Tony Batty of Silcock Dawson and
 15 Claire Williams. Tony Batty was the M&E clerk of works,
 16 wasn't he?
 17 A. Yes.
 18 Q. You have copied in others, including Simon Cash, to
 19 this. It's 6 November 2015, and I just want to pick it
 20 up in the second paragraph -- sorry, it's to Tony Batty
 21 and Claire Williams, we can see at the top there.
 22 You say:
 23 "Claire - either way this is a shoddy management by
 24 Rydon of our teams time/effort and I would urge you to
 25 elevate this to Peter for his discussions with Steve.

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1 "This demonstrates again that Rydon must do better.
 2 I hold a perception, from their inaction here, that they
 3 are apathetic to our efforts to help and need to be far
 4 more proactive in getting work complete and right first
 5 time.
 6 "Do we need a high level meeting to discuss the new
 7 elephant in the room? Tony/Jon - thoughts?"
 8 This appears to be about a voids inspection that's
 9 been done on 5 November 2015. We can see that from the
 10 subject matter of the email.
 11 Can you just help us: what was the "new elephant in
 12 the room" you're referring to there?
 13 A. Okay, so from memory here we were trying to ensure that
 14 work elements were ready for Jon and Tony to inspect,
 15 and they had been raising observations, and we were in
 16 a period here, I believe, where, having been told the
 17 work was ready, they would arrive and the work wasn't
 18 ready, observations that had been raised in previous
 19 reports hadn't been addressed. So this was shoddy, this
 20 was clumsy, this was frustrating .
 21 Q. Yes.
 22 A. So, you know, that's the essence of what was happening
 23 here. Time was being wasted, works were not being
 24 finished when we were told they were being finished, and
 25 observations weren't being closed out in the way that

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1 perhaps they had been before.
 2 Q. Right, I see.
 3 A. But we were trying, I think, as a team -- you know,
 4 I worked quite closely with Tony and Jon, so as a team
 5 we were working hard with Rydon to help get them and the
 6 elements of work over the line, by bringing -- being
 7 a bit more methodical in the inspection regime. There
 8 was better dialogue.
 9 When I came on board, I created what I felt was
 10 a better dialogue between them. I mean, Jon and Tony
 11 hadn't been sitting in progress meetings. I saw that as
 12 critical, so I advised that to the client and they sat
 13 in the progress meetings. So they were very much at the
 14 forefront of the issues, the challenges and ultimately
 15 some of these resource challenges that we've -- that
 16 I allude to here.
 17 Q. We can see in this email that you are urging
 18 Claire Williams to ask to elevate this to Peter for his
 19 discussions with Steve. Is that elevate it to
 20 Peter Maddison?
 21 A. Yes, I believe so.
 22 Q. And for him to discuss, you say, with Steve; is that
 23 then Steve Blake, who we know was the --
 24 A. Yeah, I think so.
 25 Q. -- Rydon project lead at this point?

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1 A. Yeah.
 2 Q. So by this time, were you aware that Peter Maddison and
 3 Stephen Blake were having regular discussions?
 4 A. I think it was around this time that I had learnt that
 5 they were having conversations, yes.
 6 Q. And were those discussions bypassing Artelia? Were you
 7 sometimes not aware of exactly what they were
 8 discussing?
 9 A. That was the impression I was given when I learnt that
 10 was happening.
 11 Q. What did you think of that at the time?
 12 A. I was surprised. I didn't think that that was right.
 13 It didn't faze me, but I think there was much email
 14 traffic on this matter later .
 15 Q. Right.
 16 Can we look at an email, {ART00006206}. This is
 17 an email on 1 October from Simon Cash to you.
 18 A. Yes.
 19 Q. I just want to look at that first paragraph. He says:
 20 "Neil,
 21 "For your [information], I had a good meeting with
 22 Peter Maddison this afternoon and we went through the
 23 various concerns regarding quality, programme, costs
 24 etc. He is conscious that his relationship with Steve
 25 goes back a long way and Steve talks to him direct.

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1 However, Peter, does not want that relationship to
 2 circumvent Artelia and by pass the role that we are
 3 playing in trying to get the project finished to the
 4 required quality and within budget. Peter fully
 5 appreciates what we are doing and is very supportive of
 6 our approach. What we did agree was that he and I would
 7 meet with Steve next week to have an offline chat to
 8 review the overall situation and try and explain that no
 9 one is threatening Rydon's or trying to be aggressive,
 10 but rather we are trying to guide them as to what they
 11 need to do to sort themselves out. Hopefully, this
 12 might make Steve open up a little more [than] when he is
 13 in meetings where he feels under threat and is therefore
 14 less forthcoming."

15 So that's what Simon Cash is saying to you. I think
 16 it was Simon Cash's evidence that he had heard or
 17 learned that Peter Maddison and Steve Blake were having
 18 discussions shortly before this email, in October 2015.

19 Can you help us, what does Simon Cash mean there
 20 where he says, four lines up, "try and explain that
 21 no one is threatening Rydon's or trying to be
 22 aggressive"?

23 A. Well, that never really made much sense to me at all,
 24 because no one was ever threatening Rydon or trying to
 25 be aggressive, it's just not in my nature, and

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1 I dismissed that. I found Steve to be somewhat,
 2 you know, defensive about some of the observations that
 3 we were making, and hence the reference to, you know,
 4 opening up a little bit more. I mean, that would imply
 5 that he wasn't opening up, and that's certainly
 6 a perception I held.

7 In the progress meetings we were trying to discuss
 8 expectations. We were trying to help by introducing,
 9 you know, a control mechanism, a tracker, to manage
 10 effectively the completion process, and I just recall
 11 getting a sense that Steve wasn't really bought into
 12 what we were trying to do.

13 Q. Yes.

14 Did you feel at the time that you received this
 15 email that it was effectively telling you to back off
 16 and not be so demanding of Rydon?

17 A. No. Not at all.

18 Q. Do you think that your performance of your role and
 19 expectations you had made clear of Rydon in your role
 20 might have contributed to them feeling under pressure or
 21 threatened?

22 A. I don't believe that, no. I mean, we were trying to
 23 help set out a route map to completion. There were
 24 frustrations with resource, there were issues with the
 25 supply chain, contractors had gone bust, we had access

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1 issues with tenants. There was a myriad of challenges
 2 that needed managing here, and I imagine, with respect,
 3 that Steve was under some immense pressure to manage the
 4 team to do what it needed to do. We were trying to help
 5 do that by introducing tools and manage what needed to
 6 be managed. The meetings were attended by the entire
 7 team, and at no times were we in any way aggressive.

8 So if somebody felt threatened, being aware of that
 9 was useful in terms of the way I would have gone into
 10 the next meeting, but I don't believe I changed my style
 11 or attitude or, frankly, my collaborative nature.

12 Q. I see. So were you puzzled, then, when you received
 13 this?

14 A. Yeah, I was surprised, yeah.

15 Q. Okay.

16 A. Yeah.

17 Q. Now, we know that much later, in March 2016, Artelia and
 18 the TMO did end up writing a formal complaint about
 19 Rydon. Can you remember that? In fact, you have
 20 referred to it earlier in your evidence to us. Is that
 21 right?

22 A. Yes.

23 Q. Can we go to your initial draft of that complaint,
 24 {ART00005451}. It's dated 26 March 2016, and you sent
 25 it to David Gibson and Peter Maddison for comments and

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1 thoughts. So we can see that in the top. You say:

2 "In Claire's absence may I invite your
 3 comments/thoughts in relation to the following email
 4 which I have drafted to Rydon on account of their recent
 5 efforts to complete this project. Tony Batty and
 6 Jon White are in full support of the content. Happy to
 7 discuss."

8 A. Yes.

9 Q. Then if we can just read down the draft that you were
 10 proposing to send to Steve Blake -- is that right?

11 A. That's right.

12 Q. We can see you say:

13 "We are writing to set out our frustrations and
 14 concerns about a number of current issues with this
 15 project as both the client team and consultant team hold
 16 a perception that Rydon could and should be doing far
 17 better in the run up to completion.

18 "We would like to see this email treated as a formal
 19 complaint, elevated to requisite level in [Rydon
 20 Maintenance] to ensure those empowered to resolve these
 21 matters have the opportunity to do so at the earliest
 22 convenience."

23 Then you say:

24 "In no particular order ..."

25 And you set out a number of complaints. It begins

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1 at item 1 with resource. You say:
 2 "We are stunned to have learnt ...
 3 "a. Gary Martin has been withdrawn from the
 4 project ...
 5 "b. You are withdrawing ... and being replaced with
 6 a Mike Brown."
 7 I'm not going to read all of that, but if we go to
 8 item 2 lower down {ART00005441/2}, item 2 was about
 9 meeting attendance:
 10 "Neither you nor Mike were present at the Progress
 11 Meeting last week.
 12 "We find this incredible when, yet again, the target
 13 completion date has moved ..."
 14 Then 3, "Handover Matters":
 15 "We are concerned that our vision of a successful
 16 'soft landing' is being compromised by the lack of
 17 proactive effort to provide ..."
 18 And you list out a number of things that you feel
 19 are missing there in terms of handover.
 20 Then at the end of this draft email, you say:
 21 "Finally - our biggest issue remains what appears an
 22 extremely lacklustre approach to completing the project
 23 with no real sense of urgency, willingness nor
 24 commitment from the Rydon team. It just doesn't feel
 25 like this project is important to Rydon or that you have

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1 grasped what success will look like for the client in
 2 May. This is a real frustration given our early
 3 adoption of the Completion Countdown process and
 4 meetings which we have not seen Rydon embrace as
 5 proactively and seriously as hoped."
 6 So that's your draft for comment that is sent to the
 7 TMO.
 8 If we can look at the version that was actually
 9 sent, {ART00006149}, if we look at the bottom of page 1
 10 and on to page 2, here we see the email that you send to
 11 Steve Blake. It appears to be identical to what you had
 12 drafted, except if we look at the next page, that final
 13 paragraph that you had previously included "Finally -
 14 our biggest issue remains [about the] lacklustre
 15 approach", that final paragraph isn't in this version.
 16 That's right, isn't it?
 17 A. That's right.
 18 Q. Can you help, why was that final paragraph removed?
 19 A. It was quite a serious email. It's quite a serious
 20 complaint.
 21 Q. Yes.
 22 A. I have never had to write a complaint like that before,
 23 so out of courtesy I invited the TMO's comments, and
 24 they responded and suggested that that was a little
 25 emotive. I didn't disagree with that.

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1 Q. Yes.
 2 A. I can write fairly emotive emails and then reflect on
 3 them and take the emotional bits out. For me, the
 4 substance of the email was key, and I wanted them to be
 5 cognisant and aware and in support of the substance of
 6 my complaint, which they were, along with Tony and Jon.
 7 By this stage we were starting to get quite cross,
 8 and this is what this email was seeking to do, to
 9 escalate the issue.
 10 Q. Can you remember at whose suggestion was that final
 11 paragraph removed?
 12 A. I think it was David Gibson that replied, from memory.
 13 MS GRANGE: Yes.
 14 Mr Chairman, I am aware of the time. I am on the
 15 last two pages of my questions, so if I could just ...
 16 SIR MARTIN MOORE-BICK: What does that indicate in terms of
 17 time?
 18 MS GRANGE: Five minutes.
 19 SIR MARTIN MOORE-BICK: Are you happy to keep going for
 20 a little longer than we --
 21 THE WITNESS: Of course.
 22 SIR MARTIN MOORE-BICK: Thank you.
 23 MS GRANGE: Thank you, I'm grateful.
 24 If we can then go to Steve Blake's response to this
 25 complaint, {ART00006648/2}, his email is at the top. So

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1 we see Steve Blake, 4 April 2016, he says:
 2 "Neil,
 3 "Whilst I appreciate your concerns regarding
 4 completion I do not consider your comments to be
 5 representative of the team's effort .
 6 "We have worked every weekend since the beginning of
 7 2016 and numerous out of hour sessions to accommodate
 8 resident access.
 9 "In terms of resource my involvement remains the
 10 same and Mike Brown has been introduced to help me with
 11 my duties.
 12 "Gary Martin has started a new contract and Keith
 13 Miller has been brought in to complete the new build
 14 flats .
 15 "Our motivation to provide a quality product for
 16 KCTMO and their residents remains undiminished.
 17 "In the interim to our next progress meeting - happy
 18 to get together regarding any detailing you are not
 19 clear about."
 20 So that's his response to you. It's clear that he
 21 doesn't agree with the complaint, does he?
 22 A. No.
 23 Q. Did you notice any improvement or change in Rydon's
 24 performance following the complaint?
 25 A. Fundamentally, no.

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1 Q. Did you actually discuss the matters directly with
2 Steve Blake? If so, can you help us as to what was
3 said?
4 A. I had a conversation with Steve Blake, yes, in response
5 to this. I think there are a couple of responses
6 because I follow up on this later requesting an update
7 on a couple of the items, but this come back to the
8 phone call, I remember speaking to Steve briefly, just
9 explaining, "Look, you know, I've got to set this out,
10 this is our position". He reiterated some of the points
11 that he had made. He had explained to me that there is
12 nowhere else to escalate this issue, he is the regional
13 director, and he put me right on a couple of points
14 about Mike Brown and my understanding about resources,
15 which was fine, I think that's reflected in a further
16 email.
17 Q. Yes.
18 A. And, as I say, there was a subsequent email where
19 I think I acknowledge the discussion, "But can you still
20 advise on a couple of the items?" That's how I recall.
21 Q. So was it a cordial conversation you had with
22 Steve Blake?
23 A. Yes, I think it was cordial. It was professional. But
24 nonetheless, we're discussing the fact that we're
25 unhappy.

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1 Q. Yes, and you made it clear you were unhappy?
2 A. I think the email --
3 Q. Yes.
4 A. -- made it clear we were unhappy.
5 Q. Yes.
6 If we go to {ART00006672}, this is an email you sent
7 to Simon Cash on 9 May 2016.
8 A. Yeah.
9 Q. We looked at this earlier --
10 A. Yes.
11 Q. -- when I was asking you about being sucked into design
12 issues with the TMO, but I want to ask you about the
13 first few lines of this email. You say:
14 "Simon,
15 "O&Ms are unacceptable to the CoWs.
16 "This is just to flag that this is becoming a farce;
17 despite all our efforts to ensure a smooth landing
18 I have to say I do not think I have ever worked with
19 a Contractor operating with this level of nonchalance."
20 Do you see that there?
21 A. Yes.
22 Q. Why, despite the complaint that you'd made, do you think
23 Rydon continued to perform in this way?
24 A. I don't know, but they continued -- you know, some of
25 the things did not change, information was still coming

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1 late, works were still not being presented as complete
2 in the way the clerk of works had expected, and I think
3 this was the straw that broke the camel's back in this
4 email where, you know, the O&Ms -- following comments
5 made by the O&Ms -- by the clerk of works, the O&Ms were
6 still unacceptable.
7 Q. Yes.
8 A. So I just took the view that, you know, does anyone
9 actually care?
10 Q. Yes. So that was that the operation and maintenance
11 manual that's been provided to the clerk of works --
12 A. Yes.
13 Q. -- they didn't think was acceptable, did they?
14 A. Correct.
15 Q. Yes.
16 Now, can we just go back finally, one last document,
17 to your notebook. This is notebook 4, {ART00009448/3}.
18 We can a note, right in the middle of that page, that
19 says, with a little asterisk next to it:
20 "SB response is not adequate."
21 Then you have written:
22 "No emotion calm."
23 Can you help us, was that a note about Steve Blake's
24 response to the complaint?
25 A. If the date of the meeting coincides, then yes. But

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1 I'm -- again, I'm -- it's the timeline that's thrown me,
2 I'm sorry. If my emails follow this note, then there is
3 a direct correlation. But writing "no emotion" --
4 I don't remember this note, but writing that down
5 doesn't surprise me.
6 Q. I think if we look at page 1 {ART00009448/1} of this
7 fourth notebook, at page 1 we can see it's saying:
8 "Grenfell complaint.
9 "Monday.
10 "Tweak the 'I' to 'we' client + project team.
11 "David Gibson + Peter Maddison to comment.
12 "[Simon Cash] other amends."
13 So that appears in the beginning of this notebook to
14 be you noting down some things about the complaint
15 email, and so this is after that in your notebook. It's
16 three pages on in your notebook on page 3.
17 Was "no emotion calm" an instruction about what tone
18 to take in your discussions with Rydon, or was it
19 a comment on Stephen Blake's demeanour?
20 A. It was a note on Stephen Blake's demeanour.
21 Q. Okay.
22 Now, considering all of those issues that you raised
23 about Rydon, I want to ask you finally: did you ever
24 have a concern that Rydon's performance compromised the
25 quality of their work, or compromised health and safety,

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1 including attention to fire safety on the project?
 2 A. No.
 3 MS GRANGE: Mr Chairman, thank you. I have come to the end
 4 of my questions. If we could have just a short break.
 5 SIR MARTIN MOORE-BICK: Would 4.45 give you long enough?
 6 MS GRANGE: Yes. I'm just looking ... only one question so
 7 far, so maybe we could even go --
 8 SIR MARTIN MOORE-BICK: No, no, let's not be too --
 9 MS GRANGE: Sorry, I can't see the clock for the lights .
 10 Yes, quarter to, yes.
 11 SIR MARTIN MOORE-BICK: Well, Mr Reed, Ms Grange has come to
 12 the end of her questions, but she needs to check that
 13 there is nothing she's omitted, and there may be
 14 questions from others who aren't in the room that we
 15 need to consider putting to you.
 16 THE WITNESS: Understood.
 17 SIR MARTIN MOORE-BICK: So we're going to have a short
 18 break. We will come back at 4.45 and then see if there
 19 are any more questions for you. All right?
 20 THE WITNESS: Okay.
 21 SIR MARTIN MOORE-BICK: So would you like to go with the
 22 usher, please. Thank you.
 23 (Pause)
 24 Right, 4.45 then.
 25 MS GRANGE: Thank you.

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1 (4.38 pm)
 2 (A short break)
 3 (4.45 pm)
 4 SIR MARTIN MOORE-BICK: Right, Mr Reed, we will see if there
 5 are any more questions for you.
 6 Yes, Ms Grange?
 7 MS GRANGE: Mr Chairman, no, I have no further questions.
 8 I'm sorry if that's disappointing.
 9 It just goes to us to thank the witness very much
 10 for his assistance .
 11 SIR MARTIN MOORE-BICK: Yes, well, again, thank you very
 12 much for coming here today to give your evidence,
 13 Mr Reed. I'm sorry to have kept you waiting a bit, but
 14 it is really has been very helpful to hear what you have
 15 to tell us, and we are very grateful to you, and now you
 16 are free to go.
 17 THE WITNESS: Thank you.
 18 It's important to me, if there is an opportunity for
 19 me just to say, I would like to offer my condolences to
 20 all the bereaved and everyone affected by this dreadful
 21 event, and I do hope that the Inquiry can help establish
 22 what the industry can learn from this so that it really
 23 will never happen again. So I just wanted the
 24 opportunity to say that.
 25 MS GRANGE: Thank you.

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1 SIR MARTIN MOORE-BICK: Thank you very much.
 2 THE WITNESS: Thank you.
 3 SIR MARTIN MOORE-BICK: Would you like to go with the usher,
 4 and that's it. Thank you.
 5 THE WITNESS: Thank you.
 6 (The witness withdrew)
 7 SIR MARTIN MOORE-BICK: Right, Ms Grange. Well, that must
 8 be it for the afternoon.
 9 MS GRANGE: Yes, thank you. Thank you for sitting late .
 10 SIR MARTIN MOORE-BICK: And indeed for the week, and we will
 11 resume on Monday at 10 o'clock.
 12 MS GRANGE: Yes, with the first of the TMO witnesses.
 13 SIR MARTIN MOORE-BICK: Right, good.
 14 Thank you very much. 10 o'clock on Monday, then,
 15 please. Thank you.
 16 (4.50 pm)
 17 (The hearing adjourned until 10 am
 18 on Monday, 12 October 2020)
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 23
 24
 25

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