

**Bundle of documents for Oral hearings
commencing from 19 August 2024 in
relation to the Queen Elizabeth University
Hospital and the Royal Hospital for
Children, Glasgow**

**Bundle 22 - Core Participants response
to PPPs**

Volume 3

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In The Scottish Hospitals Inquiry

Response by IBI Group (UK) Limited to Provisional Position Paper 13, "Queen Elizabeth University Hospital and Royal Hospital for Children – Procurement History and Building Contract"

1. IBI is grateful for the opportunity to comment on the Inquiry's thirteenth Provisional Position Paper (PPP 13).
2. It is hoped that a more comprehensive response might be capable of being provided on behalf of IBI in relation to the questions raised, once the evidence relevant to the Glasgow IV hearings has been fully considered. With that qualification, the following responses are made to the questions, asked of Core Participants, within PPP 13:

1.6.1 Questions for all CPs

The Narrative

- a) It appears to IBI that the narrative described in Parts 2 (The Building Contract) and 3 (Chronology) is an accurate history of what occurred.
- b) With regard to the Agreed Ventilation Derogation in particular,
 - I. IBI notes that the Inquiry's understanding of how the Derogation came about will be developed through the evidence of witnesses in future hearings, however the events described, limited to what can be interpreted from the documents which the Inquiry has disclosed to date, appear to be accurate.
 - II. IBI is unable to confirm whether the PPP reports all of the relevant communication as it did not have responsibility for the design of the ventilation system and was not involved in the apparent dialogues between Brookfield, Currie and Brown, Wallace Whittle and GGC Board and has no additional documents or knowledge relevant to the issue.

On the basis of the documents referred to in the PPP IBI does not challenge the description of events. IBI reserves its position to challenge the description if documentary or witness evidence is disclosed which appears to contradict the description of events

- c) IBI is unaware of other matters that ought to be a part of the narrative.
- d) The description of the Building Contract terms in the PPP appears to be accurate.
- e) IBI is not aware of any other features of the Building Contract which should be considered by the Inquiry as being relevant to the water and ventilation systems.

- f) IBI stated in its answers to PPP 11 and 12 that the description of the Potentially Deficient Features relating to the ventilation and water systems appeared to be accurate with the caveat that the majority of features identified were not within IBI's scope of responsibility. The basis of the above would lead IBI to agree similarly that the ventilation and water systems did not, at the time of handover of the QEUH/RHC to NHS GGC in January 2015, comply with all relevant statutory regulations or other applicable recommendations, guidance, or good practice.

Potentially Relevant Features

- g) In respect of the PRFs identified in paragraph 1.4 of the PPP:
- I. It appears to IBI that the listed PRFs are relevant to the remit and Terms of Reference of the Inquiry;
 - II. IBI has no comments or explanations to make in respect of any of the PRFs at this stage, other than to say that its ability to assist the Inquiry is restricted by its relatively limited scope of responsibility. In short, IBI would not have had any direct involvement in these matters.

1.6.2 Specific questions for Currie & Brown, Brookfield/Multiplex, IBI Group UK and TUV SUD/Wallace Whittle

- a) It is IBI's understanding that the initial submission was for a mixed mode ventilation strategy. However, this was changed to a mechanical ventilation system in order to resolve MEP technical issues around temperature control in the hospital environment. In so far as the agreed air change rates did not meet the 6 air changes per hour specified in SHTM 03-01 2009 (ventilation design) it is possible that those responsible for the engineering design may be able to point to alternative features of the design which achieved effective compliance with the guidance. However, IBI was not involved in those design considerations.
- b) For the reason set out above, the reason why the design was proposed and why the design was accepted is better addressed by those who were directly involved in the design of the ventilation system and the parties involved in negotiating and signing off the specification of the ventilation system as set out in the M&E Clarification Log.
- c) IBI's understanding was that the Derogation was applicable to patient bedrooms in generic, rather than in specialist wards. IBI respectfully suggests that those parties and individuals involved directly in the design and agreement of the ventilation system would be best placed to clarify this matter.
- d) IBI does not have any direct knowledge of this, however IBI understands that ZBP's ventilation strategy paper was developed to support an agreement on the ventilation strategy prior to signing the contract. It would be surprising if the document was not shared with GGC to inform its participation in agreeing the ventilation system.

Dated this 29 day of November 2024

Womble Bond Dickinson (UK) LLP

1 Introduction

- 1.1 The following is an interim response by Multiplex Construction Europe Limited ("Multiplex") to:
- 1.1.1 Provisional Position Paper 14 titled: "*Procurement History and Building Contract*" ("PPP13").
- 1.2 Having regard to Section 2(1) of the Inquiries Act 2005, Multiplex's position set out in this response is provided solely to assist the Inquiry's understanding and is without prejudice to and under reservation of any further submissions Multiplex may make or evidence it may lead in any forum.
- 1.3 Multiplex note that "[PPP13's] *examination of the contractual standards should...not be read as offering a view or otherwise commenting on the respective legal rights and obligations of the parties involved; its purpose is to enable the Inquiry to fulfil its Terms of Reference.*" Multiplex is grateful for this acknowledgement by the Inquiry and, in line with this approach, Multiplex does not propose to comment on the Inquiry's commentary on the interpretation and proper meaning of the Building Contract.
- 1.4 Multiplex further notes the terms of PPP13, where the Inquiry highlights the importance of parties understanding the factual basis on which the Inquiry is proceeding and having the opportunity to correct any misunderstandings or misapprehensions.
- 1.5 Multiplex understands, however, that the Inquiry intends to consider the matters discussed in PPP13 and in particular the "*Potentially Relevant Features*" ("*PRFs*") identified, as part of the Glasgow IV hearing in 2025.
- 1.6 Given the overlap between the PRFs, the questions posed in PP13 and the upcoming Glasgow IV hearings, Multiplex considers, with a view to understanding the full factual basis on which the Inquiry is proceeding, those questions would be best addressed following the Glasgow IV hearing in 2025.
- 1.7 At present, with a view to assisting the Inquiry, Multiplex would direct the Inquiry to its responses to Provisional Position Papers 11, 12 and 14 and to its responses to the S21 Notices (ventilation and water) where it has previously provided comment on matters considered in PPP13 and generally sought to place matters of the Building Contract, ventilation and water systems at QEUH in context. In particular, Multiplex would re-iterate that "[h]aving regard to the terms of the contract between GGHB and Multiplex, the legal significance of the [Sectional Completion Certificate for Stage 3] *having been issued is that it confirms that on or by 29 January 2015 Multiplex had done all the work which it was obliged to do by the Works Information (including complying with the requirements of section 6.8 of Volume 2/1 of the Employers Requirements Section of the Works Information) with the exception of those matters listed in (i) Supervisor's Notification of Defects at Completion – 26 January 2015; and (ii) Project Manager's Schedule of Incomplete Works – 26 January 2015, both of which were appended to the certificate.*"
- 1.8 Multiplex is happy to discuss this response with the Inquiry team if it would be of assistance.

THE SCOTTISH HOSPITALS INQUIRY

CURRIE & BROWN UK LIMITED

RESPONSE TO PPP13

INTRODUCTION

1. This response to the Inquiry’s Provisional Position Paper 13 (“**PPP13**”) is served on behalf of Currie & Brown UK Limited (“**Currie & Brown**”) in accordance with the email from the Inquiry Team dated 15 July 2024.
2. This response is structured as follows:
 - 2.1 In the first section, Currie & Brown summarises its role on the project for the procurement, design, and construction of the new hospitals for GGC (“**the Project**”), to place its comments on PPP13 into their proper context and to respond to the matters in PPP13 which relate to Currie & Brown’s role.
 - 2.2 In the second section, Currie & Brown sets out its comments on the matters raised by PPP13 in the order in which they were raised within PPP13, where not already addressed in the first section.
3. The definitions and abbreviations used in PPP13 are adopted herein for ease of reference, save where otherwise stated, and save that (to avoid confusion):
 - 3.1 The organisation now known as NHS Greater Glasgow and Clyde is referred to throughout as (“**GGC**”) and not by its earlier name;¹ and
 - 3.2 The building contractor now known as Multiplex Construction Europe Ltd is referred to throughout as (“**Multiplex**”) and not by its earlier names.²

¹ NHS Greater Glasgow Health Board.

² Brookfield Construction (UK) Ltd until 21 February 2011, then Brookfield Multiplex Construction Europe Limited until 31 August 2016.

4. References herein to paragraph numbers are to the numbered paragraphs of PPP13 unless otherwise stated. References to documents in the numbered bundles of evidence before the Inquiry are in the form [**Bundle No.**_**Volume No.** / **Page no.**].

SECTION ONE: CURRIE & BROWN'S ROLE ON THE PROJECT

5. Currie & Brown is an asset management and construction consultancy. Its role on the Project³ should be understood in two separate and distinct phases:
- 5.1 First, the initial pre-construction phase of the Project (2008-2009), i.e., before the Building Contract was awarded to Multiplex on 18 December 2009; and
- 5.2 Secondly, the design and construction phase of the Project (2010-2015), after the award of the Building Contract.
6. As explained below, Currie & Brown's role changed significantly between those two phases and became considerably more limited during the second phase. This is not unusual in projects of this nature. This reflected a change in GGC's contracting strategy during the course of the Project, as discussed below.

The initial pre-construction phase of the Project (2008-2009)

7. Currie & Brown was appointed directly by GGC in around September 2008 initially to provide consultancy services for the pre-construction phase of the Project (referred to as Stage 1A).
8. This followed a tender process whereby GGC issued an Invitation to Tender for the "*Agreement for the Appointment of a Lead Consultant and Technical Team*" ("**the Invitation to Tender**") [17/1814], together with a draft Memorandum of Understanding, on 26 June 2008, as set out in paragraph 3.14 of PPP13. Currie & Brown responded with a tender submission on 6 August 2008 [17/1901], which was accepted by GGC by letter dated 2 September 2008 [17/1902].⁴ GGC's letter made clear that:

"The appointment is initially for Stage 1A – Preparation of Employer's Requirements Documentation, with appointment to successive stages subject to approval from the Board, all as set out in our ITT documentation".

³ Currie & Brown also explained its role on the Project in more general terms in paragraphs 4 to 14 of its Closing Statement dated 17 December 2021 for the Glasgow I Hearing in September to November 2021.

⁴ Paragraph 3.14 of PPP13 states that the Inquiry does not have a copy of the tender clarification letter from Currie & Brown dated 13 August 2008. A copy of that letter is provided with this Response, together with the letter from Peter Moir of GGC also dated 13 August 2008 to which Currie & Brown was responding.

9. The Invitation to Tender (and the accompanying Memorandum of Understanding) set out the services then envisaged to be required from the Lead Consultant and Technical Team at the various stages of the lifecycle of the Project, both before and after the award of the Building Contract.
10. At this initial stage of the Project, GGC's contracting strategy was to let the Building Contract under a two-stage procurement route using the Scottish Building Contract Committee ("SBCC")⁵ Standard Form Design & Build Contract. Under this contracting strategy, it was intended that the Lead Consultant and Technical Team would undertake the full role of Employer's Agent and Contract Administrator as defined in the SBCC form. This was reflected in the Invitation to Tender.⁶ However, the full services set out in the Invitation to Tender were not, in the event, required to be provided by Currie & Brown for the reasons explained below.
11. Currie & Brown discharged its role as consultant during this Stage 1A pre-construction phase of the Project through a team of specialist sub-consultants (i.e. the Technical Team), whom it engaged directly. As set out in paragraph 3.15 of PPP13, Currie & Brown's Technical Team included:
- 11.1 URS Corporation Ltd (now known as AECOM Infrastructure & Environment Ltd) ("AECOM"), as civil and structural engineer;
 - 11.2 Buchan Associates ("**Buchan**"), as healthcare planning consultant;
 - 11.3 HLM Architects (now known as HLMAD Limited) ("**HLM**"), as architect; and
 - 11.4 Wallace Whittle Limited (now known as TÜV SÜD Limited) ("**Wallace Whittle**"), as Mechanical, Electrical and Plumbing ("**MEP**") engineer.
12. Currie & Brown's role in this early phase of the design of the Project was to provide technical support to GGC, and to assist with the preparation of the Employer's Requirements, through its Technical Team (AECOM, Buchan, HLM, and Wallace Whittle). This role continued up to and including the competitive tender process for the award of the Building Contract, which commenced in April 2009.

⁵ The SBCC is the Scottish College of the Joint Contracts Tribunal ("**JCT**"). It adapts the JCT contracts to produce contracts compliant with Scottish law and practice.

⁶ See, e.g., paragraph 1.2 (top of [17/1817]); paragraph 1.6 (table, Stage 3 at [17/1821]); and paragraph 2.12 [17/1828] of the Invitation to Tender.

13. By April 2009, GGC's contracting strategy had changed significantly.⁷ Instead of carrying out a two-stage procurement route and letting the Building Contract on the SBCC form, GGC had decided to carry out a single stage 'competitive dialogue' procurement route and to let the Building Contract on the NEC3 Engineering and Construction Contract (Option C: Target Contract with Activity Schedule) ("**the NEC3 form of contract**"), a standard form of engineering and construction contract.
14. After commencement of the tender process for the Building Contract in April 2009, Currie & Brown assisted GGC in the management of the tender process. Currie & Brown liaised with bidders, dealt with technical queries and clarifications in September to October 2009, and finalised clarifications and technical schedules in November to December 2009 (again, with the assistance of its Technical Team).

The post-award design and construction phase of the Project (2010-2015)

15. The outcome of the competitive tender process was that the Building Contract was awarded by GGC to Multiplex on 18 December 2009 in the NEC3 form of contract.
16. After the award of the Building Contract to Multiplex, Currie & Brown's role on the Project changed significantly and became considerably more limited. This reflected the change in GGC's contracting strategy referred to in paragraph 13 above. Whereas the SBCC form of contract referred to project management and technical input being provided on behalf of the Employer through the defined roles of Employer's Agent and Contract Administrator (the roles for which Currie & Brown had tendered in 2008), under the NEC3 form of contract:
- 16.1 Multiplex took over the detailed technical design (and engaged its own technical team of subcontractors and subconsultants, as set out in paragraph 3.21 of PPP13); and
- 16.2 Project management and design review were to be provided by the NEC Project Manager and the NEC Supervisor. These were both defined roles under the NEC3 form of contract.
17. GGC did not engage Currie & Brown to carry out the defined role of NEC Project Manager or NEC Supervisor during the design and construction phase of the Project. Instead, GGC decided to:
- 17.1 Carry out the role of NEC Project Manager itself (using in-house resources);⁸ and

⁷ Currie & Brown does not know precisely when or how this change in procurement strategy took place, but understands it was sometime between September 2008 and December 2008.

⁸ Currie & Brown's understanding is that GGC decided to carry out the role of NEC Project Manager itself in order to retain control over those functions.

- 17.2 Appoint Capita as NEC Supervisor. Currie & Brown submitted a quotation for the formal role of NEC Supervisor on the Project prior to the award of the Building Contract. GGC did not accept this quotation, and Currie & Brown was therefore not part of the formal tender process for the role of NEC Supervisor under which Capita was ultimately appointed.
18. As a result of this significant change in GGC’s contracting strategy, the services that Currie & Brown was appointed by GGC to provide, and did provide, during the design and construction phase of the Project after the award of the Building Contract were therefore more limited services specifically to support GGC in discharging its own role as the named NEC Project Manager. Currie & Brown therefore remained ‘client-side’ throughout the remainder of the Project, i.e., it was not part of Multiplex’s technical team.
19. This change was reflected in a revised fee proposal issued by Peter Moir of GGC to Douglas Ross of Currie & Brown by letter dated 18 January 2010 [17/2870],⁹ a month after the Building Contract was awarded to Multiplex. GGC’s fee proposal is referred to here as “**the Revised Fee Agreement**” because it was accepted by letter from Mr Ross of Currie & Brown to Mr Moir of GGC dated 26 February 2010 [17/1903].
20. In relation to the “*New Adult & Children’s Hospitals*”, i.e., QEUH and RHC, [17/2870] the Revised Fee Agreement recorded both:
- 20.1 Fees already incurred (for the work phase described as “*Conclusion of Contract*”, i.e., the services carried out up to the award of the Building Contract); and
- 20.2 The allocation of fees for services to be provided in the 57 weeks commencing on 5 January 2010 (the commencement date under the Building Contract).
21. The Revised Fee Agreement attached three schedules of the more limited services now agreed to be provided by Currie & Brown in this post-award phase of the Project, namely:
- 21.1 “*Project Management Support – Schedule A*” (“**Schedule A**”) [17/2872] in respect of the “*Main Hospitals*” (i.e., QEUH and RHC). Schedule A outlined the services required to support GGC in discharging its role as NEC Project Manager.
- 21.2 “*Project Management Support – Schedule B*” (“**Schedule B**”) [17/2874] in respect of the “*Laboratory Project – Site Works*”.¹⁰

⁹ This letter is referred to in paragraphs 3.14 and 3.26 of PPP13.

¹⁰ Schedule B relates to the design and construction of the new laboratory, which does not form part of the Inquiry’s Terms of Reference and is therefore not relevant.

- 21.3 “*Cost Management – Schedule C*” (“**Schedule C**”) [17/2876] in respect of both the “*Main Hospitals*” and the “*Works Stage for Laboratory Project*”. Schedule C outlined services to support GGC in discharging the costs management functions of the NEC Project Manager role.
22. The Revised Fee Agreement included the allocation of a modest fee for “*PM Support - Commissioning*” [17/2870]. It stipulated that this sum was “*allocated for provision of advice and support by Paul Fairie [of Currie & Brown] on a call off basis and only by instruction by either the Project Director or Project Manager*”. It also stated that this sum might not be expended in full. In the event, Currie & Brown was only ever called upon to provide limited advice and support to GGC in discharging its NEC Project Manager functions in connection with the planning of the clinical commissioning. Clinical commissioning is the commissioning of certain discrete items of clinical equipment which takes place after completion of the technical commissioning of the new hospitals by the building contractor and its subcontractors.¹¹
23. In summary, as reflected in the Schedules to the Revised Fee Agreement, Currie & Brown’s contractual obligations to GGC after the award of the Building Contract to Multiplex were limited to the provision of project management support services, cost management services, and the discharge of the CDM Coordinator function (which it did through AECOM). The services Currie & Brown provided included supporting GGC in its management of the Building Contract; monitoring construction progress and programme reviews; supporting close-out of design decisions by GGC; attending project management meetings, progress meetings, early warning meetings, and NEC Supervisor meetings (which were chaired and minuted by GGC); and providing commercial management support and ad hoc design reporting.
24. After the award of the Building Contract, Currie & Brown continued to retain AECOM to discharge the CDM Coordinator function, as mentioned above. However, in accordance with GGC’s instructions as reflected in the Revised Fee Agreement, Currie & Brown stood down the remainder of its Technical Team (Buchan, HLM, and Wallace Whittle) from their anticipated roles as construction stage technical advisors, commensurate with the reduction in Currie & Brown’s own role during this phase of the Project. Currie & Brown engaged Wallace Whittle on

¹¹ This clinical equipment included, e.g., MRI scanners and imaging equipment. The support that Currie & Brown provided to GGC was in connection with planning the procurement, installation, and commissioning of these pieces of clinical equipment after the technical commissioning and handover of the new hospitals by Multiplex. Currie & Brown was not involved in the technical commissioning of the new buildings carried out by Multiplex prior to handover.

a ‘call off’ basis on only two or three occasions to provide discrete ad hoc advice in relation to M&E issues that arose during the construction phase.¹²

25. GGC later asked Currie & Brown to sign the Memorandum of Understanding that had been provided with the Invitation to Tender on 26 June 2008. As explained above, this document had been prepared prior to the change in GGC’s contracting strategy and prior to the award of the Building Contract to Multiplex. It therefore reflected the services set out in the Invitation to Tender, including those which had subsequently been removed by the Revised Fee Agreement, such as the role of Employer’s Agent and Contract Administrator under an SBCC form of contract¹³ which Currie & Brown had not, in the event, been appointed to carry out.
26. It is understood that GGC did not want to replace or substantially re-write the Memorandum of Understanding at that late stage so asked Currie & Brown to sign the Memorandum of Understanding with only minor changes. Currie & Brown (who did not have legal representation at the time) duly signed the Memorandum of Understanding [17/1938] but returned it to GGC under cover of letter dated 4 April 2011 which stated: “*We would confirm that **the signed document reflects the original bid submission** from 2008 and **does not reflect the service variations agreed post award**”.¹⁴ The “*service variations*” referred to the changes confirmed in the Revised Fee Agreement. This letter then listed “*the key service variations that have been dealt with under service correspondence*”, which included the following (with reference to the various Stages of the project):*
- “3. Stage 2: NHS Greater Glasgow & Clyde act as Project Manager under the NEC3 Conditions of Contract, with Currie & Brown providing agreed delegated duties.*
- 4. Stage 2: planned design consultant input not undertaken, adhoc services during Stage 2 were implemented as required.*
- 5. Stage 3: NHS Greater Glasgow & Clyde act as Project Manager under the NEC3 Conditions of Contract, with Currie & Brown providing agreed delegated duties.*
- 6. Stage 3: with regard to construction compliance checking the role of Supervisor under the NEC3 Conditions of Contract will be undertaken by Capita Symonds Ltd.”*
27. Currie & Brown’s letter of 4 April 2011 has not been mentioned in PPP13 or included in Bundle 17, although it was provided by Currie & Brown to the Inquiry in June 2021 in response to the

¹² As set out in paragraph 3.15 of PPP13. Multiplex, who had its own technical team in place to discharge its design and engineering responsibilities under the Building Contract, later engaged Wallace Whittle directly as part of its own technical team. With reference to paragraph 3.21.2 of PPP13, Currie & Brown was aware of, but was not asked to approve, Multiplex’s separate, direct appointment of Wallace Whittle, nor was there any need for it to do so.

¹³ See, e.g., the reference in Part C of the Appendix to the Memorandum of Understanding to the consultancy services including “*Employer’s Agent role (construction stage)/Contract Administration*” [17/1959].

¹⁴ Emphasis added. Currie & Brown disclosed its letter of 4 April 2011 to the Inquiry on 21 June 2021 in response to the Inquiry’s document request dated 9 February 2021 (as per Currie & Brown’s Inventory of disclosed documents at Tab ‘4.1 Request 1’, Document 9).

Inquiry's document request dated 9 February 2021. It is appreciated that PPP13 has been produced without the Inquiry having yet had the benefit of witness evidence from those involved in the procurement of the Project. Consequently, the effect and context of the Memorandum of Understanding has, unfortunately, not been summarised accurately in paragraph 3.14 of PPP13 because it is wrongly implied that the services set out in Appendix Part A of the Memorandum of Understanding (and quoted in detail in paragraph 3.14 of PPP13, at pages 66-75) were required to be provided after the award of the Building Contract to Multiplex. That was not the case, as explained above.

SECTION TWO: FURTHER COMMENTS ON PPP13

28. Currie & Brown's comments on the remaining matters and questions raised by PPP13 are set out below, following the same order and using the same headings as PPP13 for ease of reference.
29. There is considerable overlap between the PRFs, the general questions for all CPs, the specific questions posed to Currie & Brown, and the narrative in Part Two and Part Three of PPP13. Currie & Brown has endeavoured to respond to the substance of each question only once, and to provide cross-references where appropriate, to avoid repetition. Currie & Brown draws together these comments at the end of this Response where it addresses each of the PRFs in turn, insofar as it is able to comment.

Part One: Introduction, Potentially Relevant Features, and Questions

Potentially Relevant Features

30. As to paragraph 1.4 of PPP13, Currie & Brown refers to the individual PRFs where applicable in the following paragraphs and also in paragraphs 46 to 56 below.

Questions for all CPs

31. The general questions for all CPs raised in **paragraph 1.6.1(a) to (d)** of PPP13 are addressed below in relation to Part Three of PPP13, in the order in which the relevant events are discussed, to avoid repetition.
32. As to **paragraph 1.6.1(e)**, Currie & Brown is not aware of any other features of the Building Contract which should be considered by the Inquiry as being relevant to the water or ventilation systems.
33. As to **paragraph 1.6.1(f)**:

- 33.1 Insofar as this question relates to the ventilation system, it overlaps with the question in paragraph 1.6.2(b) which is addressed in paragraph 36 below.
- 33.2 Subject to paragraph 36 below, Currie & Brown did not and does not have the knowledge or technical expertise to agree or disagree with the proposition that the ventilation system and/or the water system “*did not...comply with all relevant statutory regulations or other applicable recommendations, guidance, or good practice*” at the time of handover of the new hospitals in January 2015.
- 33.3 Currie & Brown was not involved in reviewing compliance at the time of handover; this was a matter for Capita as NEC Supervisor.
- 33.4 Currie & Brown was not aware that the ventilation system “*did not...comply with all relevant statutory regulations or other applicable recommendations, guidance, or good practice*” (if that is the case) at the time of handover of the new hospitals in January 2015 save for:
- 33.4.1 The Agreed Ventilation Derogation from recommended air change rates in standard single bedrooms in general wards (which is discussed in paragraph 36 below); and
- 33.4.2 The known departure from recommended air change rates in the Adult BMT Unit (Ward 4B) as a consequence of the late change requested by GGC,¹⁵ which is discussed in Currie & Brown’s response to PPP12 [22_1/359].
- 33.5 Currie & Brown was not aware that the water system “*did not...comply with all relevant statutory regulations or other applicable recommendations, guidance, or good practice*” (if that is the case) at the time of handover of the new hospitals in January 2015.
34. As to **paragraph 1.6.1(g)(i)**, it is agreed that the PRFs are relevant to the Inquiry’s Remit and Terms of Reference. As to **paragraph 1.6.1(g)(ii)**, Currie & Brown addresses the PRFs where applicable in the following paragraphs, and also in paragraphs 46 to 56 below, to avoid repetition.

¹⁵ Ward 4B was specified as a general ward. GGC subsequently issued a Change Order on 9 July 2013 (at a late stage of construction) moving the Adult BMT Unit from the Beatson to Ward 4B of QEUH [16/1699], and issued PMI 228, which instructed Multiplex to stop the fit-out works in Ward 4B and develop a new design. During that re-design process, Multiplex advised GGC in a paper titled ‘QEUH – Ward 4B Upgrade Works’ [22_1/369] that 10 ACH could not be achieved in Ward 4B because the relevant Air Handling Unit, which had been installed, was already operating at maximum performance to achieve 6 ACH. GGC nevertheless instructed Multiplex to proceed with PMI 228 and did not instruct replacement of the AHU or any increase in the main riser ductwork.

Specific Questions for Currie & Brown and others

35. As to **paragraph 1.6.2(a)**: Currie & Brown’s understanding is that the ventilation design strategy, at the date of the Contractor’s Tender Return Submission (11 September 2009), was a mechanical ventilation system (dependent on a sealed building).
36. As to **paragraph 1.6.2(b)**, which overlaps with **PRF1, PRF2, and PRF3**:
- 36.1 SHTM 03-01 contained guidance and recommendations, not mandatory requirements. There was therefore no requirement to ‘comply’ with SHTM 03-01 as such.
- 36.2 The specification of the ventilation system, as recorded in paragraphs 8.2.11.8 and 8.2.14.4 of Volume 2/1 of the Employer’s Requirements,¹⁶ required the Building Contractor to provide the air change rates recommended in SHTM 03-01 (Appendix 1, Table A1), including 6 air changes per hour (“ACH”) in general wards and 10 ACH in neutropenic wards.
- 36.3 A derogation from the recommendation in SHTM 03-01 for 6 ACH in general wards (and thus a derogation from the relevant requirement in the Employer’s Requirements) was agreed between GGC and Multiplex (defined in PPP13 as “**the Agreed Ventilation Derogation**”). This agreed derogation (and the rationale therefor) was recorded in the M&E Clarification Log, which was incorporated into the Building Contract. Currie & Brown agrees that the design of the ventilation system, in that limited respect, did not therefore follow the recommendation in SHTM 03-01 for 6 ACH in general wards.
- 36.4 It is therefore inaccurate to characterise the design as being “*not compliant with NHS Guidance*” or deficient. This was an agreed limited derogation from the relevant recommendation of the guidance in SHTM 03-01. As Inquiry experts have acknowledged, derogations from SHTMs may be acceptable provided the implications and risks of the derogation are considered and carefully balanced with the benefits.¹⁷
- 36.5 As to question (a) in paragraph 1.6.2(b), this was Multiplex’s design proposal and so Multiplex will be able to explain its rationale for making this proposal in more detail. Subject to that, it is Currie & Brown’s understanding that Multiplex proposed this derogation to accommodate GGC’s requirement for a low energy building¹⁸ and for a

¹⁶ See page 46 of PPP13.

¹⁷ See, e.g., paragraphs 9.107 to 9.108 of Mr Andrew Poppett’s report on ventilation [21_1/557].

¹⁸ Set out in paragraph 8.1.1.11 of Volume 2/1 of the Employer’s Requirements, which recorded that GGC “requires the buildings to be designed to achieve a very efficient level of energy and utility utilisation in accordance with the energy targets noted in Appendix M&E4” (see page 42 of PPP13). The relevant energy targets were set out in paragraphs 2 and 3.3.7 of Appendix M&E 4 to Volume 2/1 of the Employer’s Requirements, which are quoted in page 48 of PPP13.

maximum summertime temperature of 26 degrees C.¹⁹ In particular, paragraph 8.2.11.3 of Volume 2/1 of the Employer's Requirements stated that:

*"The need to maintain the specified comfort conditions in all areas but particularly in clinical areas is of paramount importance and the Contractor shall develop strategies for achieving the specified environmental conditions with minimum energy consumption."*²⁰

- 36.6 Currie & Brown understands that this solution was therefore proposed by Multiplex to reduce energy demand and control heat gains because achieving 6 ACH was energy intensive, whereas using chilled beams with reduced air change rates would provide a low energy solution. This was explained in Multiplex's Tender Return Submission issued on 11 September 2009.²¹ This was also explained in the Ventilation Strategy Paper [17/2859] produced by ZBP, Multiplex's M&E engineer, and issued by Multiplex on 15 December 2009 which advised that:

"The recommended air change rate for single rooms in SHTM 03-01 Appendix 1 Table A1 for single rooms is 6 air changes per hour (ac/h).

Modelling was carried out based on this recommendation, but it was found that the requirement of 26°C could not be met. To try to achieve this, the ventilation rate was further increased, but became excessive and likely to cause draughts to the occupants, poor temperature control and increased energy consumption.

Consideration was then given to a terminal cooling solution, using active chilled beams which provide cooling, heating and fresh air via the primary air supply system. The performance of chilled beams is related to their physical size and thus the amount of primary air supplied from the central air handling plant. The primary air volume will also provide make up for the extract from the ensuite toilets to achieve a negative inflow of air into the bedroom from the corridor as required by SHTM 03-01 Appendix 1 Table A1.

Using active chilled beams delivers the temperature control requirement, provides individual room control and fresh air, albeit less than the recommendation of SHTM 03-01.

Chilled beams are also an energy efficient solution and save some 9kg/m² of CO₂ over that of an all air system delivering 6ac/h, equivalent to about 10% of the hospitals' total emissions."

- 36.7 As to question (b) in paragraph 1.6.2(b), this design proposal was accepted by GGC and so GGC will be able to explain why it accepted this proposal in more detail. Subject to that, it is Currie & Brown's understanding that the reasons GGC accepted this proposal

¹⁹ Section 8.1.7 of Volume 2/1 of the Employer's Requirements required in paragraph 8.1.7.1 that "a maximum temperature (28 degree C) solution be considered for the whole of the Works" and stipulated in paragraph 8.1.7.2 that "Where maximum internal summer time temperature calculations of ventilated rooms indicate that the internal temperature will exceed those limits set out in the Appendix M&E 3 for frequent periods, the Contractor shall provide means of reducing the temperature rise" (see pages 42-43 of PPP13). This was varied to a requirement for a maximum summer temperature of 26 degrees C by a revision issued in June 2009 [17/1063] as set out in pages 48-49 of PPP13.

²⁰ See pages 45-46 of PPP13.

²¹ As set out in pages 52-53 and 55 of PPP13.

were the same as Multiplex’s rationale for proposing this design, as set out in the two preceding sub-paragraphs above.

37. As to **paragraph 1.6.2(c)**, which overlaps with **PRF4**:

37.1 The scope of the Agreed Ventilation Derogation as agreed between GGC and Multiplex was restricted to standard single bedrooms in general wards only. It did not apply to any specialist areas such as isolation rooms or neutropenic wards.

37.2 As to question (a) in paragraph 1.6.2(c), this is clear from the wording of the comments and proposals recorded in the M&E Clarification Log, which expressly described this as a derogation from the recommendation in the SHTM 03-01 guidance for “6AC/HR”. The reasonably informed reader of the M&E Clarification Log would have known that the recommendation for 6 ACH applied only to the air change rate in general wards. Had there been any proposal or agreement to derogate from the recommendation in SHTM 03-01 for isolation rooms or for neutropenic wards the M&E Clarification Log would have referred to a derogation from 10 ACH.

37.3 Accordingly, it is disputed that the scope of the Agreed Ventilation Derogation is “ambiguous” as stated in PRF4. Currie & Brown also disagrees with the suggestion in paragraph 2.1.1 of PPP13 that, “on a plain reading”, the Agreed Ventilation Derogation “appears to apply to the whole hospital”. The limited scope was, or ought to have been, clear to those required to consider the M&E Clarification Log and take account of the Agreed Ventilation Derogation.

37.4 As to question (b) in paragraph 1.6.2(c), in the absence of any relevant derogation, the Employer’s Requirements applied unchanged to the specialist ventilation and isolation rooms, i.e., the default position was that those areas were required to be designed in accordance with SHTM 03-01 as per the Employer’s Requirements. Further, as set out in paragraph 3.20.1 of PPP13, the tender clarification headed ‘Update on the Isolation Rooms for the New South Glasgow (Adult) Hospital’ [17/2230] clarified that the isolation rooms should be designed “in accordance with SHPN4 and SHTM 03-01”.

38. As to **paragraph 1.6.2(d)**, which overlaps with **PRF7**:

38.1 ZBP’s Ventilation Strategy Paper [17/2859] was emailed by Ross Ballingall of Multiplex to David Hall and Mark Baird of Currie & Brown at 07.39 on 15 December 2009 [17/2855], together with a copy of the “latest update of M&E [Clarification] log”. This email (together with its attachments) was forwarded by Mark Baird of Currie & Brown to Karen Connelly of GGC at 08.16 on 15 December 2009 [17/2855].

38.2 Paragraph 3.23.4 of PPP13 states that:

“The Inquiry has been advised that Currie & Brown representatives involved in the preparation of the ERs, competitive dialogue and contract discussions frequently used the Project Team office as a base and documents were frequently forwarded via email to a member of the NHS GGC Project Team for the sole purpose of obtaining a printed copy.”

38.3 Currie & Brown did not use the GGC Project Team’s office “*as a base*”; nor did it “*frequently*” ask members of the Project Team to print documents. Currie & Brown has its own office. Currie & Brown was, however, required to attend the Project Team office regularly for meetings with GGC and with Multiplex and other bidders. There were many such meetings in November and December 2009 due to the intense activity on the bid evaluation process.

38.4 Mr Baird forwarded Mr Ballingall’s email to Karen Connelly for the purpose of discussion of ZBP’s Ventilation Strategy Paper and the latest update of the M&E Clarification log at a meeting with the GGC Project Team in GGC’s Project Team office on or around 16 December 2009. Due to the passage of time, Currie & Brown does not have a record of all the individuals who attended that meeting but recalls that it was attended by representatives of both Multiplex and GGC. It is therefore Currie & Brown’s understanding that GGC was aware of ZBP’s Ventilation Strategy Paper.

38.5 Currie & Brown understands, from oral discussions with the GGC Project Team at the time, that the GGC Project Team had advised senior managers of the Agreed Ventilation Derogation, including Alex McIntyre (Director of Facilities), Helen Burn (Director of Acute Services), and Peter Gallagher (Director of Finance).

Part Two: The Building Contract

39. Currie & Brown has no comments on Part Two of PPP13 beyond those set out above.

Part Three: Chronological Narrative

40. Paragraph 3.9 of PPP13 states that “*The PSC design was revised and updated in 2008/9 by Currie & Brown so that it could be used as the design exemplar and form part of the Employer’s Requirements documentation*”. This process of revising and updating the PSC design (including the design layouts for the wards and other design schemes) was carried out by Currie & Brown’s Technical Team, namely HLM, URS, and Wallace Whittle, under Currie & Brown’s supervision during the initial pre-construction phase of the Project in Stage 1A, before the award of the Building Contract to Multiplex.

41. Paragraph 3.12 states that *“It is unclear when the decision to select the NEC3 Engineering & Construction with Option C Target with Activity Schedule as the form of contract (as opposed to a different standard form Design and Build contract) was formalised”*. Currie & Brown does not know precisely when or by whom this decision was taken, or how that decision was formalised, but believes the decision was taken by GGC between September and December 2008.
42. Paragraph 3.14 is addressed in Section One of this Response above.
43. Paragraph 3.19 refers to Multiplex’s Action List dated 5 June 2009 [17/2103], which says in Item 1-19 that *“It was confirmed to BE [Multiplex] that only BMJ novated over to successful contractors”* [17/2108]. Paragraph 3.19 suggests that *“as at that date, the intention still appears to be that architects would be novated over to the successful contractors as would be expected in a standard design and build contract”*. For the avoidance of doubt, there was no intention at this stage, or at any stage, to novate the appointments of any of Currie & Brown’s Technical Team to the successful bidder after the award of the Building Contract. Rather, there was a proposal to novate the appointment of BMJ Architects (the designer of the separate laboratory building, who was directly appointed by GGC) to the building contractor on award of the Building Contract. BMJ Architects’ appointment was indeed novated to Multiplex post-award.
44. Paragraph 3.23.4 refers to a meeting on 16 December 2009 attended by Mr Baird of Currie & Brown and Mr Stewart McKechnie of Wallace Whittle.²² This was, in fact, a meeting that Mr Baird and Mr McKechnie attended with GGC and Multiplex at GGC’s Project Team office in Hillington to discuss the M&E Clarifications Log and the proposed Ventilation Derogation (as referred to in paragraph 38.4 above). This is clear from Mr Baird’s email to Mr McKechnie on 08.51 on 16 December 2009 [17/2861], which lists an agenda for the meeting that day (*“Things for today”*), including, in relation to air change rates, *“WW to take Board through this”*. This is a request for Wallace Whittle to take *“the Board”* (i.e. GGC) through the air change rates issue at that meeting. Currie & Brown does not have any minutes of that meeting.
45. As to paragraph 3.24, Currie & Brown does not know precisely who within GGC was consulted on the Agreed Ventilation Derogation either before or after the Building Contract was signed, save as set out in paragraph 38 above and save that:
- 45.1 Currie & Brown’s understanding is that, as part of the design development process that commenced after the award of the Building Contract to Multiplex,²³ user groups were

²² Referred to in the penultimate paragraph on page 88 of PPP13.

²³ This is the stage referred to in paragraph 3.27 of PPP13. The design development stage commenced after the award of the Building Contract to Multiplex on 18 December 2009 and continued until GGC’s issue of the Authorisation to Proceed to Multiplex on 16 December 2010.

established by GGC to review drawings and Room Data Sheets which identified the relevant ventilation requirements for sign-off prior to the issue of the Authorisation to Proceed on 16 December 2010. Currie & Brown does not know which individuals were on those user groups.

- 45.2 However, Currie & Brown notes that (as per paragraph 3.24 of PPP13) Alan Seabourne, who was GGC's Project Director during the design development stage, later explained in an email on 23 June 2016 to David Loudon of GGC²⁴ [12/813] that:

"...no matter what the infection control people say, they were involved in every aspect of the design and the member of my team responsible for infection control, Annette Rankin was the person responsible at design, dialogue and evaluation for ensuring that appropriate liaison and communication with the Infection Control Department and Microbiology was carried out effectively. To this end infection control and Microbiology along with Annette were party to the sign off of all design matters that had an impact on patients including the environment. There was no instance during the whole project time line that I can remember when I was informed this did not occur. Also, I would confirm that Facilities Management were involved in every aspect of the design including the final sign off of the contract documents after Dialogue and Evaluation had been completed."

- 45.3 This extract is consistent with Currie & Brown's understanding and recollection that the design development stage involved extensive engagement with GGC's stakeholders, including GGC's project managers for each of QEUH and RHC; Estates and Facilities representatives; other NHS technical experts; members of the Infection Prevention and Control team; and representatives from the clinical team.

Conclusion on the Potentially Relevant Features

46. **PRF1 and PRF2:** see paragraph 36 above.
47. **PRF3:** Currie & Brown's understanding of the reasons for Multiplex proposing and GGC agreeing to the Ventilation Derogation is set out at paragraphs 36.5 to 36.7 above. It is Currie & Brown's understanding that those reasons do not include any of the matters listed in PRF3(a) to (d). As to (b), it is understood that (as reflected in the comments in the M&E Clarification Log) the Agreed Ventilation Derogation was a conscious and considered decision by GGC and Multiplex and was not an oversight or 'late realisation'. As to (d), GGC's agreement to pay £250,000 to Multiplex was not a payment for achieving an energy target, it was an adjustment to the Building Contract sum (i.e., the target price) for potential works required to meet the Agreed Ventilation Derogation. Any works required to achieve that would have been paid under the conditions of the Building Contract as a defined cost.

²⁴ David Loudon was GGC's Director of Estates at the time of this email but had earlier been GGC's Project Director after taking over from Mr Seabourne.

48. **PRF4:** see paragraph 37 above.
49. **PRF5 and PRF6:** It is standard practice to record any revisions to, or derogations from, the Employer's Requirements which may be agreed during the bid clarifications process in a separate clarifications log. It is also standard practice that the clarifications log would take precedence over the Employer's Requirements. Therefore, the agreement between Multiplex and GGC to include the Agreed Ventilation Derogation in the M&E Clarifications Log was not unusual, and there was no need to amend the Employer's Requirements.
50. **PRF7 and PRF8:** see paragraphs 38 and 45 above.
51. **PRF9 and PRF10** are outside Currie & Brown's knowledge.
52. **PRF11:** Currie & Brown is not aware of any material lack of knowledge of the Agreed Ventilation Derogation on the part of GGC. In any event, the dialogue referred to in paragraph 38 above, and the engagement by GGC stakeholders during the design development stage described in paragraph 45 above, would suggest that there were opportunities for the Agreed Ventilation Derogation to be interrogated or questioned by GGC from late 2009 onwards.
53. **PRF12:** Currie & Brown does not accept that the Agreed Ventilation Derogation caused the ventilation system to be deficient or potentially deficient for the reasons set out in paragraphs 36 and 37 above.
54. **PRF13:** If GGC's "*professional team*" is intended to refer to Currie & Brown, and the Technical Team it engaged to provide technical advisory services during the initial pre-construction phase of the Project, then Currie & Brown's comments on PRF13 are set out in paragraphs 16 to 24 above.
55. **PRF14 and PRF15** are outside the scope of Currie & Brown's involvement.
56. **PRF16** is outside Currie & Brown's knowledge.

CONCLUSION

57. Currie & Brown would be pleased to provide further information if any queries arise from this Response.

LYNNE McCAFFERTY KC

29 November 2024

4 Pump Court, Temple, London, EC4Y 7AN

Peter Moir
Major Projects Manager
NHS Greater Glasgow and Clyde
Project Offices
1 Jubilee Court
Hillington
Glasgow
G52 4LB

13 August 2008

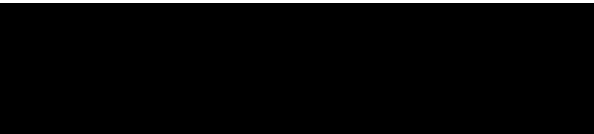
Dear Peter

**New South Glasgow Hospitals Project
Appointment of Lead Consultant**

Further to your correspondence of today's date (attached) relating to the above, we would confirm that our fee provides for the provision of the Employer's Agent services requested within the ITT documentation, in accordance with the indicative project programme, and as set out in our proposal submission.

We look forward to clarification of the outcome of the selection to interview process currently being carried out by the Board.

Yours sincerely
For and on behalf of
Currie & Brown UK Limited



James R Hackett
Divisional Director

Enc.



Project Offices
1 Jubilee Court
Hillington
Glasgow
G52 4LB

13th August 2008.

Mr James Hackett
Project Director
Currie & Brown
140 West Campbell Street
Glasgow G2 4TZ

Dear Mr Hackett

**NEW SOUTH GLASGOW HOSPITALS PROJECT
APPOINTMENT OF LEAD CONSULTANT**

The Board are in the process of clarifying aspects of proposals received for the above commission, and I would like you on behalf of your team to confirm the following aspect of your submission.

In respect of the Adult Acute and Children's Hospital project, your proposal has included a total allocation of 5751.4 hours in response to the Board's ITT document for Stage 3 – Implementation and Construction, Design Development. The ITT document lists an extensive range of tasks, duties, and meetings to attend over the 4 year duration for this stage and these are either discussed generally throughout the document or specifically listed on pages 8, 14, 49, 55, and general duties by discipline are noted on pages 57-62.

The Board would like you to clarify and confirm that your team will be able to provide the full Employer's Agent services requested within their ITT documentation within the hours you have tendered for your team and in accordance with the indicative project programme.

As you will appreciate we are trying to make a final selection of teams progressing to interview on the 18th August, and on that basis, I must request that your response is received by me no later than 2 pm today.

Yours sincerely,

Peter Moir
Major Projects Manager

THE SCOTTISH HOSPITALS INQUIRY
GREATER GLASGOW HEALTH BOARD
RESPONSE TO PROVISIONAL POSITION PAPER 13
“PROCUREMENT HISTORY AND BUILDING CONTRACT”

1. INTRODUCTION

- 1.1. This document is Greater Glasgow Health Board’s (**NHSGGC**) response to Provisional Position Paper 13 (**PPP13**). PPP13 concerns the procurement history and building contract in respect of the Queen Elizabeth University Hospital (**QEUH**) and Royal Hospital for Children (**RHC**).
- 1.2. NHSGGC welcomes the opportunity to comment on PPP13. PPP13 contains a number of questions for core participants. However, NHSGGC notes that the Inquiry has not yet heard detailed evidence from those responsible for procurement, design and build of the QEUH/RHC. The Inquiry’s investigations are ongoing. It is submitted that it is premature to provide answers to those questions absent hearing evidence from those responsible and with knowledge of the events. Such evidence will be critical to answering the Inquiry’s terms of reference. In particular, such evidence is essential to understand what specification NHSGGC sought for the ventilation and water systems and whether the as-built systems complied with those requirements.
- 1.3. At section 2 of this response NHSGGC has provided an overview of the design, build and commissioning of the relevant system in order to assist the Inquiry and give context to the procurement process. This was provided within the response to PPP11 and 12. However, it appears to also be of relevance to answering PPP13. Section 3 provides general comments on PPP13. Specific questions asked by the Inquiry are considered in section 4.
- 1.4. NHSGGC refers the Inquiry to its detailed response to PPP11 and PPP12 in respect of the identification and classification by the Inquiry of “potentially deficient features” of the water and ventilation systems. In particular, the response explains that it is not accepted that

features of the water or ventilation system were “deficient” by virtue of not conforming to guidance.

- 1.5. Detailed evidence on the “safety” of the ventilation and water system was heard during the Glasgow III evidential hearings. This response does not address the evidence heard at that hearing, which will be addressed in full in NHSGGC’s submissions which will be lodged in accordance with Inquiry Direction 8. This response is without prejudice to NHSGGC’s submissions in respect of Glasgow III.
- 1.6. NHSGGC wishes to remind the Inquiry that it is presently pursuing civil proceedings in the Court of Session against some of those responsible for, amongst other things, the design and build of the water and ventilation systems, including, in particular, the main contractor, Multiplex.

2. DESIGN AND CONSTRUCTION

- 2.1. It is understood that the design and construction of the QEUH and RHC will be considered at the “Glasgow IV” hearings. NHSGGC submits that the full details of the assessment of site choice, procurement, design and build need to be understood in order to give context to the features of the ventilation and water system identified as “potentially deficient” in PPP11 and 12 and answer the questions asked in PPP13.
- 2.2. The procurement, design and construction of the QEUH and RHC were all elements of a complex infrastructure project. Indeed, it was one of the largest infrastructure projects in Europe. The procurement and contractual negotiation process was necessarily a lengthy process, commencing in 2005, and involving input from a number of parties, including a number of Inquiry core participants. NHSGGC commissioned external advisors to advise it throughout each of the phases. It also engaged with its internal experts, including those from infection prevention and control.
- 2.3. What follows is a high-level summary of those involved and the key dates and actions undertaken. This summary was also provided in NHSGGC’s response to PPP11 and 12.
- 2.4. NHSGGC appointed Davis Langdon LLP in 2005 to act as technical advisor. Davis Langdon produced a Public Sector Comparator (“PSC”) which was captured in a Design Solutions Report in 2007. That report detailed clinical criteria and footprint for the QEUH including aspects of the ventilation and water systems. This document was used to inform the Outline Business Case approved by the Scottish Government in April 2008. It was

prepared with expert clinical input, including from specialists in infection control and treatment of neutropenic patients.

- 2.5. In September 2008, Currie & Brown were appointed as Lead Consultant. Currie & Brown were appointed to undertake a wide-ranging role including the development of the PSC into the full Employer's Requirements, management of the detailed development including testing the main contractor's proposals against the Employer's Requirements and acting as Employer's Agent providing Contract Administration on site.
- 2.6. The Employer's Requirements were informed by a Clinical Output Specification with input from experienced clinical specialists within NHSGGC and externally. An exemplar design was produced by Currie & Brown and issued to bidders in May 2009. The Employer's Requirements included clinical input into ventilation and water system requirements for areas of the QEUH to be used for immunocompromised patients. Ventilation specifications also stated that HEPA filtration was to be installed in the Haemato-Oncology ward in the QEUH.
- 2.7. The Employer's Requirements, incorporating the Clinical Output Specification, were issued to bidders in May 2009. Following a competitive procurement process, Brookfield Europe ("**Multiplex**") were appointed as main contractor on 18 December 2009. In terms of the contract between Multiplex and NHSGGC, Multiplex took on the full design and construction responsibility. Multiplex's bid included its Contractor's Proposals which contained detail on the ventilation and water systems. Any difference between the Employer's Requirements and the Contractor's Proposals were captured in a series of "logs". However, all designs were to comply with all relevant UK and EU standards in respect of, amongst other issues, infection prevention and control.
- 2.8. Multiplex were initially awarded the contract in respect of Stage 1 and 2 only. This included detailed design of the QEUH through to full business case submission. From appointment, Multiplex developed its design with input from clinical specialists within NHSGCC and external specialists.
- 2.9. The Lead Consultant role was updated and site inspection and the sign off of the technical commissions were excluded from Currie & Brown's remit on the basis that an NEC3 Supervisor would be appointed separately to act independently. A tender process to procure an NEC3 Supervisor was undertaken, with Capita Symonds being selected and instructed in March 2010. The appointment of an NEC3 Supervisor was in accordance with the terms and conditions of the HFS Consultants framework in place at the time, and in line with NEC3 standard appointments. The scope of the NEC 3 Supervisor included

the requirement to: (i) monitor Multiplex's activities; and (ii) witness the testing of the building services.

- 2.10. Authorisation was issued by NHSGGC to Multiplex to proceed with the construction phase on 16 December 2010. Stage 3 (construction) commenced on 28 March 2011. Throughout the construction phase clinical specialist input was provided. This included input from the Infection Control Team in respect of ventilation requirements and the number and specification of isolation rooms. Changes to the design were instructed through Project Manager Instructions (PMIs).
- 2.11. Multiplex's responsibility was to manage all technical commissioning, along with its specialist sub-contractors. Multiplex managed all aspects of testing and commissioning of the QEUH. The Project Supervisors witnessed a proportion of the commissioning activities and these are noted in their monthly reports.
- 2.12. On 26 January 2015, the QEUH was handed over to NHSGGC. Patient migration commenced when the Southern General Hospital Outpatient department moved to the new building on 27 April 2015. Migration of patients from the Western Infirmary, Victoria Infirmary, Mansion House Unit and Gartnavel General Hospital commenced, in a staggered approach, at that time. On 1 May 2015, the Inpatient departments of the Southern General Hospital moved to the new campus. On 10 June 2015, the Royal Hospital for Sick Children at Yorkhill moved in to the new RHC campus.
- 2.13. NHSGGC welcomes the opportunity to expand on this summary during the Glasgow IV hearings and any submissions to follow those hearings.

3. GENERAL COMMENTS

- 3.1. As a general comment, NHSGGC notes that PPP13 does not clearly articulate "stages" of the contract and how the design and construction stages of the labs and the QEUH/RHC overlapped. In doing so, PPP13 presents an overly simplified version of what was a complex process.
- 3.2. It is also noted that the 2009 contract is a contract for design and as such, design criteria, including the Employer's Requirements, could be changed utilising contract processes before the 2010 "build" stage of the contract was agreed.
- 3.3. NHSGGC considers that it potentially adds confusion that PPP13 has commentary added between extracts of the contract text, without clear differentiation. This could result in some

comments and interpretations being read as if they are extracts from the contract when that is not the case. Whilst the content of the contract is unobjectionable, the Inquiry's interpretation of the contractual clauses is not accepted by NHSGGC.

- 3.4. NHSGGC also notes that, when "GGC" is used within PPP13 it is inclusive of those acting on behalf of GGC, including other core participants. NHSGGC asks that this be made clear in the PPP as otherwise, it potentially presents a misleading picture of those involved.

4. RESPONSE TO QUESTIONS

- 4.1. The Inquiry has addressed a number of questions to all core participants and specific questions to NHSGGC. NHSGGC has provided some commentary on the questions asked below. However, given the complexity of the project, that some of the events took place up to 19 years ago and that many individuals were involved, it is not possible for NHSGGC to provide a comprehensive response.

- 4.2. It is noted that these questions are largely factual questions. NHSGGC does not intend this response to provide evidence. Instead, NHSGGC submits that the questions asked are questions to be addressed at the Glasgow IV hearings, with witnesses being called to speak to the relevant facts and the PPP13 questions answered thereafter, having regard to that evidence. NHSGGC also notes that it has provided significant volumes of documentation in response to the Inquiry's requests for information. NHSGGC will continue to provide responses to future RFIs. NHSGGC invites the Inquiry to have regard to those responses in framing questions for witnesses at Glasgow IV.

Questions for all core participants

- (a) *Is the narrative described in Parts 2 (The Building Contract) and 3 (Chronology) accepted as an accurate history of what occurred?*

- 4.3. Whilst the features of the chronology are accepted as accurate, it is not considered that the chronology is a complete history of the procurement process. NHSGGC notes that PPP13 does not include, for example, dates of the evaluation/clarification period, the date the decision was made to appoint Multiplex, the stand still period for other bidders to contest decision, and the period for preparation of logs.

- 4.4. NHSGGC notes one instance where the wording of the building contract appears to have been misquoted, so that it does not reflect the content of the contract. Paragraph 2.4.1 contains what purports to be a quote from Clause 5 of Appendix 1. However, it does not

reflect the wording of the clause. The clause relates to the contractor, not the “consultant” as stated in PPP13. The correct quotation is as follows:

*“The **Contractor** shall carry out the management and be responsible for the delivery, design and construction of the works in accordance with the Agreement and shall work and liaise with the Employer , **the Supply Chain** and any **Professional Adviser** as necessary or appropriate or as requested by the Employer in order to achieve the Overriding Objective.”*

The quotation in PPP13 is materially different from the terms of the contract.

4.5. NHSGGC also notes the following discrepancies:

4.5.1. Para 2.1.3 – Multiplex’s tender return provided 16 volumes, not 10, although there were only 10 in the contract documents. Not all of the tender documents were incorporated into the contract;

4.5.2. Para 2.2.1 – “Authorisation to Proceed” is language that was not used, the term used at the time was “Instruction to Proceed”;

4.5.3. Para 2.2.2 – Clause X16 is missing from list; and

4.5.4. Para 2.2.4 - Tender return was 11 September 2009.

(b) With regard to the Agreed Ventilation Derogation in particular, and subject to the answers given to the specific questions noted below, (i) are the events around the Agreed Ventilation Derogation correctly described; and (ii) does this PPP report all relevant contemporaneous communication around the time of the Agreed Ventilation Derogation?

4.6. NHSGGC notes that PPP13 uses the defined term “Agreed Ventilation Derogation”. The term “Agreed Ventilation Derogation” is a construct of the Inquiry and not a term used in any of the correspondence or reports or documents relating to the project.

4.7. At paragraph 2.4.4, it is suggested that the “Bid Submission Clarification document dated 17 December 2009” was the document that was being referred to as “currently shown as”. NHSGGC considers that “currently shown as” was referring to the bid clarification document submitted by Brookfield on 12 October 2009.

4.8. At paragraph 3.19, the comment on novation of designers misinterprets the meeting notes. BMJ were the only “novated” designers and this was for only the Lab Block which was designed by BMJ on behalf of NHSGGC as a direct appointment. The Adults and Children’s was a Design and Build Contract with no designers novated.

4.9. At paragraph 3.20.3, the narrative does not acknowledge that 2 further bid clarifications were issued after the three listed.

(c) Are CPs aware of other matters that ought to be part of the narrative? If so, please explain them and refer to what evidence exists (including in existing Inquiry bundles) to support them.

4.10. NHSGGC notes that the Wallace Whittle statement (replicated in section 3.15 of PPP13) provides that they “may” have provided ad-hoc advice to Currie and Brown. Folder V - Appendix K (M&E Engineering) of the Project Bible shows that Wallace Whittle did provide commentary on the contractor design.

(d) Is the description of the Building Contract terms in this PPP accurate? It is noted that CPs may not accept that the contract terms described in this PPP have been breached.

4.11. In respect of paragraph 2.3, NHSGGC notes that there was no “Additional Log”.

4.12. In section 2.4.2, the Inquiry quotes clause 11.2(5) in relation to the definition of a “Defect”. In particular, a Defect is “*a part of the works designed by the Contractor which is not in accordance with the applicable law or the Contractor’s design which the Project Manager has accepted*”.

4.13. PPP13 notes that “*the definition also excludes defects in the works which are due to the contractor’s own design if the Project Manager has accepted the design, and if the design and the relevant part of the works complied with the Works Information.*” This appears to be the Inquiry’s own interpretation of clause 11.2(5). NHSGGC does not accept that interpretation is correct.

(e) Are CPs aware of any other features of the Building Contract which should be considered by the Inquiry as being relevant to the water or ventilation systems?

4.14. All of the logs that were agreed as part of the 2010 ITP are relevant and ought to be considered. In particular the “Clarification Log _final agreed for contract_.pdf” is relevant and must be read in conjunction with the “M&E Clarification Log”.

- (f) *Are CPs of the view that the ventilation and water systems did not, at the time of handover of the QEUH/RHC to NHS GGC in January 2015, comply with all relevant statutory regulations or other applicable recommendations, guidance, or good practice? Is so, when did CPs become aware of this?*

4.15. NHSGGC has provided a full response to PPP11 and PPP12 which address various features of the ventilation and water systems. NHSGGC has indicated in those responses where there is compliance with relevant guidance.

- (g) *In respect of the PRFs identified in paragraph 1.4, do Core Participants: (i) agree that each of the PRFs are relevant to the remit and Terms of Reference of the Inquiry; and (ii) have any comments or explanations which they wish to make in respect of any of the PRFs?*

4.16. In general, NHSGGC agrees that each of the PRFs are relevant to the Inquiry's terms of reference. However, NHSGGC does not agree with the specific wording of the various PRFs.

4.17. NHSGGC has the following comments on the PRFs based on its investigations to date. However, it is again considered that the questions asked cannot be answered without hearing evidence:

4.17.1. PRF 1: Multiplex clarified in October 2009 that the bid was 2.5 air changes. The Logs capture items in the bid documents which are different from the Employers Requirements.

4.17.2. The M&E Log notes that:

"A typical ward in the tower has the following air change rates to either meet the ADB requirements or achieve the environment conditions:

- ***Bedrooms 2.5 ACH (related to ensuite extract rate and air volume for chilled beam unit loadings)***
- *Ensuites 10 ACH*
- *Clean Utility 6ACH*
- *Disposal Hold 10 ACH*
- *Pantry 6 ACH*
- *Dirty Utility 10 ACH*

- *Equipment store*
- *Cleaner 5 ACH*
- *Nurse base Up to 12 ACH to balance extract from utility spaces, etc*
- *Office/meeting 4 ACH"*

4.17.3. On simple reading of the Clarification Log, the 2.5ACH refers to the "tower". It does not apply to the full QEUH/RHC. The tower is level 4 and above of the QEUH.

4.17.4. PRF 3 - NHSGGC do not consider that the decision to use NEC Option C and the resultant financial consequences is of any relevance to the Agreed Ventilation Derogation. £250,000 was added to the contract sum associated with the additional cost for Multiplex "to amend the design to deliver the targets", understood to be the energy / BREEAM target. This was shown as an adjustment to the opening risk provision and ensured that the risk of achieving the energy/carbon targets sat with the contractor. BREEAM was a Scottish Government requirement.

4.17.5. PRF 4 – As noted above, the "Ward tower" is the 4th floor of the QEUH and above. The 2.5ACH did not cover all adult wards or any RHC wards.

4.17.6. PRF15 – NHSGGC invites the Inquiry to have regard to its response to RFI 18.

Questions for NHSGGC

(a) *Did you understand the ventilation design strategy contained in the Contractor's Tender Return Submission (11 September 2009) to be a mixed mode ventilation system (dependent on a non-sealed building) or a mechanical ventilation system (dependent on a sealed building)?*

4.18. The vent design strategy within the Multiplex Bid document refers to a mixed mode.

(b) *Do you accept that the design and/or specification of the ventilation system as recorded in the Building Contract, in particular in the M&E Clarification Log, was not compliant with NHS Guidance?*

(c) *What was the scope of the Agreed Ventilation Derogation recorded in the M&E Clarification Log? In particular, was it restricted to general wards only? If so, (a) how is this interpretation evidenced within the documentation; and (b) where is the specification located for areas that required specialist ventilation and isolation rooms?*

(d) Was GGC aware of the ZBP Ventilation Strategy Paper dated on or around 15 December 2009 (other than potentially being sent a copy for the sole purpose of printing it)?

4.19. As noted above, on independent reading of the Clarification Log the 2.5 a/c rate applied to the general wards within the tower only. NHSGGC is unable to confirm who would have received the ZBP Paper. NHSGGC has no documentation to evidence that the document was shared with NHSGGC. Multiplex confirmed the a/c rate for a typical ward in the tower during the bid evaluation period. The awareness of the ZBP paper is a matter for evidence still to be heard.

(e) What risk assessments (if any), whether in compliance with the standards in HAI Scribe or otherwise, did GGC carry out or have carried out in respect of the change in the ventilation strategy that appears to follow the ZBP Ventilation Strategy Paper dated 15 December 2009?

4.20. NHSGGC has no documentation to evidence any specific risk assessments in the period immediately following issue of the ZBP paper.

5. CONCLUSION

5.1. NHSGGC welcomes the opportunity to comment on PPP13. NHSGGC notes that the Inquiry has not yet heard evidence from those responsible for procurement, design, and build of the QEUH/RHC. It is noted that the questions posed in PPP13 are factual questions. NHSGGC submits that these questions are questions to be addressed by witnesses at the Glasgow IV hearings and so it is premature to provide an answer without hearing that evidence.

5.2. Such evidence will be critical to answering the Inquiry's terms of reference. In particular, such evidence is essential in understanding what specification NHSGGC sought for the ventilation and water systems and whether the as-built systems complied with those requirements.

Andrew McWhirter, advocate

2 December 2024

Scottish Hospitals Inquiry

Response by National Services Scotland to Provisional Position Paper 13

1. In this Response, National Services Scotland (“NSS”) provides comments on Provisional Position Paper 13 (“Queen Elizabeth University Hospital and Royal Hospital for Children Procurement History and Building Contract”). It also provides answers to the questions asked of it.

Answers to questions

The narrative

2. Re question 1.6.1(a), with regards to the narrative described in Parts 2 (The Building Contract) and 3 (Chronology), as far as NSS is aware this is an accurate history of what occurred. However, NSS notes that it had limited or no involvement with much of the activity set out in the narrative.
3. Re question 1.6.1(b), NSS does not challenge the description of events. It did not have any involvement with the derogation process.
4. Re question 1.6.1(c), NSS is not aware of other matters that ought to be part of the narrative.
5. Re question 1.6.1(d), NSS had no involvement with the Building Contract. However, there seems to be an inaccuracy at paragraph 2.4.2, pages 29-30, which paraphrases the definition of “Defect” in terms of clause 11.2(5) of the NEC3 contract (detailed at page 28). The PPP states that, “the definition [of Defect] excludes defects which are due to design for which the employer is responsible (as that would form part of the Works Information); and the definition also excludes defects in the works which are due to the contractor’s own design if the Project Manager has accepted the design, and if the design and the relevant part of the works complied with the Works Information.”. In fact, works forming part of the Works Information may still be a Defect- in terms of clause 11.2(5) as detailed at page 28 of the PPP, a Defect includes, “a part of the works

designed by the Contractor which is not in accordance with the applicable law or the Contractor's design which the Project Manager has accepted.”

6. Re question 1.6.1(e), having had no involvement with the Building Contract, NSS is not aware of any other features which should be considered as relevant to the water or ventilation systems.
7. Re question 1.6.1(f), it was not NSS's role at the time of handover in 2015 to assess compliance of the ventilation and water systems with all relevant statutory regulations or other applicable recommendations, guidance or good practice. It has not undertaken such an assessment. From the evidence available, there appear to be elements of non-compliance. NSS became aware of this over time, post-handover. As already advised, the involvement of NSS's Health Facilities Scotland (“HFS”) in post-handover ventilation matters was mainly carried out by personnel who have either retired or deceased, so NSS's information is largely based on documents rather than direct knowledge (reference is made to NSS's Response to section 21 notice issued on 5 May 2023 (ventilation)).

Potentially relevant features

8. Re question 1.6.1(g), NSS agrees that all the Potentially Relevant Factors identified in paragraph 1.4 are relevant to the remit and Terms of Reference of the Inquiry. NSS does not have any further comments or explanations in respect of any of the Potentially Relevant Factors.

Specific questions for NHS NSS and the Scottish Government

9. Re questions 1.6.4(a) and (b), to the best of NSS's knowledge it was not aware of the Agreed Ventilation Derogation until after the buildings were occupied and support had been requested. The exact date post-handover when NSS became aware of the Agreed Ventilation Derogation is not known. NSS support was initially sought in relation to the BMT Unit in July 2015. This resulted in SBARs in 2015 and 2017. Reference is made to NSS's Response to section 21 notice issued on 5 May 2023 (ventilation). Given that some NSS involvement was carried out by personnel who have either retired or died, NSS is largely reliant on documents rather than direct knowledge. NSS was not

aware of any risk assessment being carried out in connection with the Agreed Ventilation Derogation and was not involved in any such assessment.

10. NSS will be happy to provide further input and clarification as required.

National Services Scotland

1 December 2024



29 November 2024

For the attention of Inquiry Team
Scottish Hospitals Inquiry

By email only: [REDACTED]

Our Ref: [REDACTED]
Direct e-mail: [REDACTED]

Dear Sir,

**TUV SUD Limited/Wallace Whittle Limited (TSWW)
QEUH and RHC Glasgow
Response to Provisional Position Paper 13 – Procurement History and Building Contract**

TSWW welcomes the opportunity to comment on Provisional Position Paper 13 (PPP 13), setting out the Inquiry's understanding of how the QEUH/RHC project was defined and procured. In terms of the PPP Purpose (set out on page 5 of PPP 13) we will respond purely on the points which are within our clients' direct knowledge and which we can substantiate.

In introduction we feel it is important to reiterate previous comments made about TSWW's involvement in this project. The building services design for QEUH/RHC was originally carried out by Zisman Bowyer & Partners LLP ("ZBP"). ZBP ceased trading in 2013 and Multiplex (MPX) appointed TSWW to assist in completing the project, at a point after the detailed design phase. The ability of TSWW to consider and comment upon certain issues raised in PPP13 is limited. TSWW does, however, have some access to ZBP records and will support the Inquiry as best it can using this information.

We have considered PPP 13 with our clients and acknowledge that it contains and records the various history of the development of the contract, including derogations agreed, through to the final completion certificate being issued.

We have addressed those questions posed to CPs where it is relevant for our clients to comment and where we consider we can add value, or where we can redirect to another party. In particular we note that the Inquiry seeks the position of the company and not the views of individual employees. We confirm that this response has been drafted with reference to a team from TSWW and signed off on behalf of the company. We accept and understand that the Inquiry may wish to make the questions set out in the PPP the subject of a section 21 Order.

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Potentially Relevant Features

We note that the Inquiry has identified 16 Potentially Relevant Features which will be explored in the Glasgow IV hearing, currently scheduled to begin in April 2025. We do not consider many of these to fall to our clients to comment upon. Most of them are for the principal contracting parties. However, we can address the following:

PRF 2

The reasons for the Agreed Ventilation Derogation were set out by ZBP as being that 6 ACH was a requirement which was seen as excessive, beyond what was required and wasteful of energy.

PRF 4

We do not consider the Agreed Ventilation Derogation as having an ambiguous scope. It is clearly set out in the Clarification log.

PRF 6

Whilst this is a contractual matter and one for Brookfield and GGC to comment upon, in our clients' experience this type of agreement is not at all unusual.

Questions for CPs. Paragraph 1.6.1

- (a) CPs are asked to confirm whether the narrative in parts 2 and 3 of the PPP is correct. Our clients consider the narrative to be broadly correct but where they disagree or are unclear we have commented specifically on those points (below).
- (b) Our clients have limited knowledge of the events surrounding the derogation (given the ventilation was designed by ZBP and not by TSWW) but consider, based on their knowledge of the ZBP files, and the access to documentation provided by the Inquiry team to date, that the description of events appears to be correct. Further, it appears that the PPP reports a great deal of the relevant contemporaneous correspondence although we have noted some significant gaps which we comment on below. Certainly our clients have no material available to them to add to the information the Inquiry has reported on.
- (c) We have nothing to add to the narrative.
- (d) We have nothing to add to the narrative.
- (e) We have nothing to add to the narrative.
- (f) Our clients consider that the design of the ventilation and water systems complied with the relevant recommendations, guidance and good practice in place at the time ZBP were designing the systems. Where appropriate to do so, changes or derogations (which are not forbidden by the guidance etc) were signed off by Brookfield and GGC. Our clients only

became aware of the potential infections when these were reported in the press. Our clients were not involved in discussions prior to that reporting.

- (g) We consider the PRFs set out in paragraph 1.4 of the PPP to be relevant and comprehensive.

Specific Questions for the commercial Core Participants 1.6.2

- (a) At the date of the Contractor's Tender Return Submission (11 September 2009) the ventilation design strategy was a mechanical ventilation system based on the premises being a sealed building.
- (b) Wallace Whittle (as they were at the time) in their role as Technical Advisers had pointed out the ventilation system as proposed by ZBP was not wholly compliant with some of the guidance provided by SHTM 03-01 as it stood in 2009. This issue would be further reviewed by parties after Wallace Whittle were stood down from their role as Technical Advisers. All interested parties (including relevant clinicians as reflected in the evidence of Dr Inkster) would have been expected to comment and reflect on matters and look beyond the purely engineering aspects of design and in particular the clinical requirements necessary.
- (c) Our clients are of the view that the Agreed Ventilation Derogation set out in the M&E Clarification Log is clearly to apply to all single bed accommodation with specialist solutions for Isolation Rooms.
- (d) Our clients do not know if the ZBP Ventilation Strategy Paper was specifically drawn to the attention of GGC. We do note that it was however sent to the internal GGC project team and even if only for printing it was a relevant document for that team to be considering.

Part 2 – The Building Contract

Our clients have already noted that they broadly agree with the narrative in part 2 of the PPP.

In paragraph 2.1.3 where the building contract key dates and documents is set out, at page 17 of the PPP, we note that the Inquiry is particularly interested in the M&E Clarification Log (2010ItP) FINAL. It is relevant to note here WW (as technical advisers) were no longer involved. This document was thus developed agreed and signed off as "Final" with no involvement from them. As indicated above WW expected that all relevant parties, including clinicians, would have signed off on the design after full discussion.

Part 3 – Chronological Narrative

We simply note in passing the following comments:

At page 68, paragraph 1.14 GGC noted their intention to appoint a M&E Clerk of Works. Our clients comment that they would have expected that appointment would have taken responsibility for any quality inspections at installation.

At page 70 GGC note that they required consultancy services in healthcare planning. The key roles and responsibilities of the healthcare planner are set out at page 73 and include a duty to "actively participate in design development process between user groups and bidder design teams through the various stages of tender through to contract close".

At page 80, paragraph 3.20.1 there is reference to a clarification document named "Update on Isolation Rooms". The document is referred to in footnote 92 (page 80) where it is noted as being "updated but understood to be issued during the competitive dialogue period." We have seen no evidence that it was issued, to which parties it was issued, by whom it was issued or whether it was disseminated further. Our clients have no knowledge, nor record, of this document. A search of the ZBP documentation has been carried out to no avail.

It appears to be being relied upon as having been the subject of some knowledge and/or discussion, some 15+ years after it was apparently produced, with no documentary evidence of its distribution. In our submission the Inquiry cannot rely on this document having been distributed without further evidence of that. Our clients might have expected it to form part of the ZBP library of documentation had it been issued to them. There are other items like this arising from review of the documents which will be the subject of separate formal correspondence with the Inquiry.

In a similar vein, it is relevant to raise, and record, here that in PPP 14 there was an email referenced at paragraph 5.10, page 19 (and elsewhere in PPP 14). It is said in that paragraph that "Wallace Whittle confirmed prior to handover in 2015 that isolation rooms.....by the NHS". Footnote 70 of PPP 14 references an SBAR dated 26 April 2016. In that SBAR there is reference to email correspondence in January 2015 between Brookfield and Curry and Brown (foot of page 21 in Bundle 4). We have corresponded with the Inquiry Legal Team to try to locate the attachment said to have been provided by Wallace Whittle. We consider it less than appropriate for the Inquiry to rely on second-hand and unsubstantiated commentary from a third party, particularly when the correspondence is nearly 10 years old. Whilst the email referenced in the SBAR is at page 45 of Bundle 27, Volume 8, the attachment which is referred to is not available. We are advised that the Inquiry team does not hold that document which is disappointing. In our submission it should not be quoted unless the original (or copy rather than an excerpt in another document) is available.

At page 83 at the end of paragraph 3.21.2 there is reference to the appointment of Wallace Whittle by Brookfield (in 2013 in place of ZBP). Our clients' understanding is that the appointment was welcomed by GGC as they were a known quantity, but a fuller answer will no doubt be provided by GGC or Multiplex.

The discussion around Mr McKechnie's "report" referred to in footnote 113 (page 89) does not appear to reflect the fact that this was a factual report of what was present in the building and gives no advice on compliance at that stage. It is dated May 2016 and clearly the system had been built by then. PPP13 characterises that report as one which "explains" the ventilation strategy rather than reports on what had been designed. We note from Mr Powrie's evidence that he became aware of the derogation in 2015 at the point questions were being raised by the ICD team with regard to the validity of the derogation. In Mr Powrie's email to the ICD team at Bundle 27, Volume 9 pages 372 and 373, he notes that the report verifies that the negative pressure design required by the previous ventilation strategies had been achieved. In our submission it is clear that

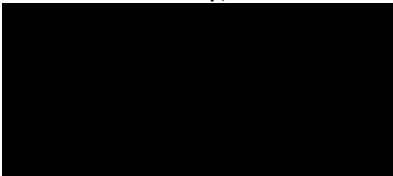
the report contains the factual position of the ventilation and was not providing any opinion on the design.

At page 89, paragraph 3.24, the Inquiry notes that it "is presently unclear about whether and to what extent the Estates and Facilities team were aware of the Agreed Ventilation Derogation. It is disappointing there is no record of that apparently available. Our clients would have expected an audit trail to have been available as is usual in projects of this nature and as they have been used to seeing elsewhere.

Conclusion

Our clients have provided commentary on PPP 13, they are unable to provide much more assistance on this as they were not directly involved. We trust our comments in relation to the documentary evidence will be taken into account and ask that the unsubstantiated statements be redacted or noted as being unsupported by contemporaneous documentary evidence. We have written separately on this last issue.

Yours faithfully,



Laura Donald
Consultant
For and on behalf of BTO Solicitors LLP



Bundle of documents for Oral hearings commencing from 19 August 2024 in relation to the Queen Elizabeth University Hospital and the Royal Hospital for Children, Glasgow

Bundle 22 - Core Participants response to PPPs

A51180872

Volume 3