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<p>1 Tuesday, 8 October 2019 2 (10.03 am) 3 MR PENNICOTT: Sir, good morning. Good morning, 4 Prof Hansford. 5 Sir, before we start with the evidence of Mr Wall, 6 can I just raise one procedural matter which may be of 7 some concern to the Commission. Sir, in a nutshell, 8 it's this. During the course of the cross-examination 9 by Mr Shieh of Mr Huyghe on Friday afternoon, some 10 questions were asked regarding the meaning or definition 11 of, if I can put it for short, "full-time and continuous 12 supervision", for shorthand. I note also that in the 13 slides that have been prepared by Mr Wall, and indeed in 14 Mr Wall's report, further evidence on that particular 15 topic is included. 16 Sir, as you will know and recall, the interim report 17 that you produced back in February contains a number of 18 paragraphs, indeed I think a whole chapter, on this 19 question of supervision and inspection of the coupler 20 installation. 21 It struck me that in relation to that particular 22 topic, Leightons might be seeking to reopen or at least 23 re-run the arguments that they were running particularly 24 in their closing submissions for the first part of the 25 Inquiry.</p>	<p>1 say, well, full-time continuous supervision is 2 exclusively the province of COI 1 and not something also 3 in issue in COI 2. We can identify, I hope we don't 4 have to, bits in Mr Rowsell's expert report where he 5 touches upon this concept and where he incorporated part 6 of his report in COI 1, those parts touching upon the 7 concept of full-time continuous supervision. 8 So, yes, we are seeking to address the Commission on 9 that matter as part of COI 2 and we would respectfully 10 say that we should be allowed to do so. 11 CHAIRMAN: Yes. Thank you very much. 12 Mr Boulding, do you have any comments that you would 13 wish to make? 14 MR BOULDING: Not at the moment, sir. I've only just been 15 made aware that this point is in issue. 16 CHAIRMAN: All right. 17 MR BOULDING: So it may well be that I will be given some 18 instructions over the coffee break or perhaps over 19 lunch, in which case I will seek to address you. 20 CHAIRMAN: All right. 21 Mr Khaw? 22 MR KHAW: Nothing at the moment. 23 CHAIRMAN: Mr Clayton? 24 MR CLAYTON: May I just say this, sir: my understanding was 25 that the Commission itself accepted that the interim</p>
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<p>1 I have raised the point, albeit briefly and this 2 morning, with Mr Shieh, and I understand that that is 3 Leighton's intention, and perhaps the Commission, in 4 those circumstances, would just like to hear briefly 5 from Mr Shieh as to what he says. 6 Sir, if the Commission is minded to permit Leighton 7 to reopen/re-run the points that they wish to do so, 8 there may be implications in relation to the content of 9 certain parts of the interim report, but I will come to 10 that perhaps after we have heard from Mr Shieh first. 11 CHAIRMAN: Yes, thank you. 12 Mr Shieh? 13 MR SHIEH: Yes, I do confirm that we are seeking to address 14 the Commission in COI 2 relating to the concept of 15 full-time continuous supervision. The Commission's 16 report was an interim one and is by no means final, and 17 therefore the matter, we would respectfully say, remains 18 at large, although the Commission may have expressed 19 provisional views in the interim report. 20 Secondly, in relation to the issues addressed in 21 COI 2 in relation to, let's say, stitch joints and RISC 22 forms and the like, the report of Mr Rowsell also 23 touched upon questions about supervision, continuous 24 supervision and full-time supervision and matters of 25 that sort. Therefore, it would be difficult to actually</p>	<p>1 report was an interim report in the hearings we had 2 previously, and the Commission was going to make a final 3 decision in relation to various matters in the final 4 report. I thought that was on the transcript and 5 I thought that was the discussion in the light of 6 something Mr Shieh said earlier in one of the previous 7 hearings where I was present. 8 CHAIRMAN: Absolutely. We are not in any way resiling from 9 that. Therefore, we are sympathetic to what Mr Shieh 10 proposes, because it is an interim report, there have 11 been material changes resulting from further evidence 12 that's given rise to obviously the issue of further 13 consideration to matters. We stressed it was an interim 14 report to try to be of some benefit to everybody 15 concerned going forward. But we are not averse to 16 changing our provisional views contained in the interim 17 report, should there be reason to do so. 18 Now, so far so good. The one thing, Mr Clayton, 19 I am addressing you on -- probably you have nothing to 20 do with it -- is that there were a couple of redactions. 21 MR PENNICOTT: Yes. Maybe I can just deal with that. Sir, 22 so far as the Commission's legal team is concerned, we 23 are not in any sense seeking to resist Mr Shieh's 24 reopening or re-running of the points. It seems to me, 25 with respect, as Mr Clayton has said and Mr Shieh has</p>

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1 indicated, the report is interim.
 2 The problem that you have just alighted upon, sir,
 3 is one that I've looked at over the weekend break,
 4 having appreciated that Mr Shieh probably would be
 5 adopting the position he's adopted this morning. That
 6 is, as you rightly say, in chapter 8 of the interim
 7 report, there is a series of redactions that have been
 8 made. Sir, if you need to explain certainly for the
 9 purposes of the public why that has happened, I invite
 10 you to do so, sir.
 11 But obviously these are redactions that go to the
 12 topic of full-time and continuous supervision, and it
 13 seems to me, with respect, that if Mr Shieh is going to
 14 reopen or seek to reopen the arguments, then those parts
 15 of chapter 8 in the interim report should be unredacted
 16 and everybody, including Mr Shieh, Mr Clayton and myself
 17 should be able to see the full panoply of what's in that
 18 chapter in unredacted form.
 19 Sir, I understand that there is a process which will
 20 need to be gone through to achieve that, because my
 21 understanding of the situation, albeit rather basic, is
 22 that it is the ultimate call of the DoJ in the first
 23 instance, the government, as to what has been redacted,
 24 but it seems to me with respect also that the Commission
 25 can rightly go to those responsible for the redactions

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1 and say in terms, in order to be able to deal with this
 2 point properly, these paragraphs need to be unredacted.
 3 As I say, I'm not, I'm afraid, au fait with the
 4 process which will have to be gone through to bring that
 5 about, but it does seem to me necessary. Of course
 6 I invite any further observations from other counsel on
 7 that particular point.
 8 CHAIRMAN: May I raise this question? I may be wrong and
 9 I'll have to re-acquaint myself with the unredacted
 10 report, but I think that the comments that were redacted
 11 were more conclusions reached by the Commission on
 12 evidence already given rather than matters relating to
 13 that evidence.
 14 MR PENNICOTT: Sir, I've got a copy --
 15 CHAIRMAN: And if that's the case, I wonder if it's
 16 necessary for us -- because what I don't want to do is
 17 to have a situation where I say to Mr Shieh, "Mr Shieh,
 18 yes, you may proceed, but it's going to take us three
 19 weeks to get permission from those who sit in the
 20 offices of the Department of Justice", and then the
 21 timetable is completely knocked askew.
 22 MR PENNICOTT: Well, sir, obviously, of necessity, one
 23 doesn't know what the redacted parts say, unless one has
 24 access to the full --
 25 CHAIRMAN: Obviously --

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1 MR PENNICOTT: Some of us do and some of us don't, but the
 2 majority don't, so it's difficult to say.
 3 All I can say, and it seems to me a matter of common
 4 sense, is that if amongst the redacted parts there are
 5 findings, albeit interim findings, of the Commission; if
 6 there are, whether they be of fact or of law; then, if
 7 one is seeking to reopen the matter and argue it, then
 8 one should be entitled to see everything that is there.
 9 Sir, can I also say this, that certainly from the
 10 Commission's legal team's point of view, we still view
 11 this as primarily a matter of legal submission, what is
 12 the correct interpretation of the various clauses that
 13 deal with supervision, full-time and continuous
 14 supervision, and the like. Yes, one doesn't preclude
 15 entirely, perhaps, the project managers, insofar as it's
 16 relevant, expressing view about perhaps normal practice,
 17 although that seems to me to be on the fringes of
 18 project management. But primarily this is a legal issue
 19 and will primarily, in my submission, be a matter of
 20 further submissions by ourselves, by Leightons and the
 21 other parties, at the end of the day. I don't see any
 22 necessity, any urgency, to have the passages redacted
 23 here and now, as it were. We can proceed with Mr Wall
 24 and Mr Rowsell.
 25 Sorry, sir.

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1 (Tribunal conferring)
 2 CHAIRMAN: Mr Shieh, you, I'm sure, appreciate the
 3 difficulty that we have. The last thing that we wish to
 4 do is to have aspects of our interim report, which we
 5 obviously know about because we are the authors of those
 6 aspects, but which you are denied knowledge of at this
 7 time.
 8 The problem is that it's going to take time to get
 9 permission to unredact, and we may not even get it; it's
 10 not within our purview. So I hesitate to put it this
 11 way but it may be that you will say, "Well, whatever has
 12 been redacted has been redacted, but we would still like
 13 the ability to put some matters because they are fresh
 14 matters and they may well, and we hope will, get the
 15 Commission in its final report to revisit what has been
 16 said, whether redacted or not", and you therefore
 17 proceed even though you are not aware of the redacted
 18 portions.
 19 Now, that's your decision, because I can imagine it
 20 being subject to criticism. I'm just thinking from the
 21 point of view of saving delay, and we can assure you
 22 that in every single respect we accept that our interim
 23 report was just that, and that's been proven I think by
 24 the fact that there has been a great deal of material
 25 evidence which has arisen since.

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<p>1 MR SHIEH: Can I just assure the Commission that we do not 2 seek to see any unredaction before proceeding with the 3 evidence and we don't want to be seen to be or we don't 4 actually want to hold things up. The redaction, as 5 I understand it, is because certain matters said in the 6 report may be regarded as impacting upon certain 7 investigation -- or one knows not, and somehow the DoJ 8 advising the Chief Executive -- the DoJ wearing 9 a different hat, not the DoJ instructing Mr Khaw behind 10 me -- has given some advice presumably that certain 11 parts need to be redacted. If one has to revisit that 12 redaction, I accept one needs time. 13 But for our part, we do not see this exercise as 14 some kind of an appeal or poring over what has been said 15 in the interim report and focusing on this sentence or 16 that. That was not the approach. In fact, the 17 cross-examination I conducted, and also Mr Wall's slides 18 and presentation, in no way depended upon looking at 19 precisely what the interim report may or may not have 20 said. We focus on the evidence that has been given. 21 So it is not some kind of an appeal process where 22 one has to somehow criticise or find fault in what may 23 or may not have been said in the interim report. We 24 look at the evidence which we can all see. 25 So we are content to proceed without actually seeing</p>	<p>1 MR PENNICOTT: Sir, I don't think there is anything between 2 Mr Shieh and I. We are certainly keen to proceed with 3 Mr Wall and Mr Rowsell afterwards; then, given the 4 indication that's been given this morning, I would 5 certainly suggest that steps be taken to get the 6 relevant sentences and paragraphs unredacted on this 7 particular topic, and if necessary I can agree with 8 Mr Shieh and others as to precisely which paragraphs 9 they are, and we will see what happens. 10 CHAIRMAN: Yes. Thank you very much. 11 Subject to what Mr Boulding and/or Mr Khaw and/or 12 Mr Clayton may wish to say by way of final submissions, 13 I am inclined to let this matter proceed by way of 14 questioning because, number one, our report is 15 an interim report; number two, supervision, what it did 16 mean to those actually doing it, what it should mean and 17 what in respect of future work it should mean, these are 18 all issues that lie at the very centre of this Inquiry. 19 And the project management aspect of this, at the end of 20 the day, may well be, without doing any disrespect to 21 all the other experts, the legacy of this Inquiry, the 22 real legacy and true legacy, and I think to take steps 23 which act as a diminution of this particular subject 24 will not assist the Inquiry. 25 So I'm inclined to let Mr Shieh proceed. I think</p>
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<p>1 those parts of the interim report which have been 2 redacted. For our part, we don't know what they have 3 said, whether they may or may not be critical of 4 Leighton or whether they may be exculpatory of Leighton. 5 We know nothing about that. But it would obviously 6 help, if the Commission is so minded, to have them 7 unredacted at a later stage, so that, let's say, when we 8 prepare our submissions on project management, we may 9 actually say, "Aha, okay, having looked at the 10 evidence -- well, we now know what the interim report 11 actually has said, we can be more focused in our 12 submission." But that is for a later day. For the 13 present -- 14 CHAIRMAN: We can do that. What the answer will be, we 15 don't know, obviously, but we can and will, if we 16 proceed on this basis, then write to the Department of 17 Justice and explain that these portions will have to be 18 redacted in order to ensure full and fair final 19 submissions. 20 MR SHIEH: But the short answer is that in terms of 21 progressing with the hearing and dealing with the 22 evidence, we do not believe that we need to see any 23 unredacted parts of the interim report for us to be able 24 to proceed. 25 CHAIRMAN: Yes, thank you.</p>	<p>1 it's a sensible compromise that we have reached in 2 respect of redaction, and it's just subject to any final 3 comments that counsel may wish to make. 4 Mr Boulding, anything at all? 5 MR BOULDING: No, sir. Without having taken instructions, 6 I'm bound to say that sounds eminently sensible to me. 7 CHAIRMAN: Good. Thank you. 8 Mr Khaw? 9 MR KHAW: Nothing to say at this stage. 10 CHAIRMAN: Mr Clayton? 11 MR CLAYTON: No. 12 CHAIRMAN: Mr Shieh, you have your answer on the basis as we 13 have debated it. 14 MR SHIEH: Thank you. 15 This morning, it is the turn of Leighton to call its 16 project management expert, Mr George Wall, who is now in 17 the witness stand. He will take the oath, as 18 I understand. 19 MR GEORGE WILLIE WALL (sworn) 20 Examination-in-chief by MR SHIEH 21 Q. Good morning, Mr Wall. 22 A. Good morning. 23 Q. For the purpose of these proceedings, you have prepared 24 an expert report, which we can find in the ER bundle, in 25 the COI 2 bundles. It should now be in front of you in</p>

Page 13	1 paper form and also in front of you on the monitor. You 2 can choose whichever one you feel more comfortable 3 reading. 4 A. Thank you. 5 Q. It is entitled, "Response to Steve Rowsell's report on 6 project management of the construction works at and near 7 the Hung Hom Station ...", and you set out your views, 8 together with your curriculum vitae and experience. 9 Do you confirm that you are prepared to put forward 10 the content of this report as your evidence in this 11 Commission of Inquiry? 12 A. Yes, I can confirm that. 13 Q. Also, I understand you have prepared a short 14 presentation to be given to the Commission for the 15 purpose of elaborating certain parts of your report. 16 A. That's correct, yes. 17 Q. Let me just explain to you what I propose to you. 18 I would invite you to go through your presentation or 19 synopsis, and then counsel for the Commission, the 20 gentleman in front of me, would ask you some questions, 21 followed by counsel for the other parties. At any time, 22 the Commission may have their own questions to be put to 23 you. After all that, if I think it necessary, I may 24 have some questions to put to you in re-examination. So 25 you have a few rounds of questions to come.	Page 15	1 myself. My name is George Wall. I spent the first 2 part, the initial part of my career, working in the UK 3 for contractors, then a little more than a decade after 4 that in Hong Kong, working principally for contractors 5 as well as a design company. Since then, I've -- sorry, 6 as working for contractors, I was working as a site 7 engineer and a project manager. Following on from that, 8 I've moved into principally working as a project manager 9 as well as being involved in dispute resolution process 10 with claims for projects, support for arbitration, 11 litigation and the like. 12 Moving on to my presentation. This is principally 13 going to cover three areas: where I disagree with 14 Mr Rowsell's opinion, where I generally agree with 15 Mr Rowsell's opinion but with some reservations, and 16 then my views on where systems of monitoring and control 17 could perhaps be improved. 18 Speaking about general disagreement -- Mr Rowsell, 19 I believe, is of the view that the project management 20 plan is too generic and should be more detailed. 21 I disagree with that. I think that has been set by MTR 22 at an appropriate level. I think it's a strategic 23 document. It sets out the general approach that should 24 be adopted for the management of the SCL project or 25 scheme. Then I think that's a reasonable and sensible
Page 14	1 But for the time being can I propose that you go 2 through your synopsis? 3 A. Certainly. 4 Q. Yes, there is also a joint statement of project 5 management experts, part of which you had associated 6 yourself with. It's a document headed, "Joint statement 7 of project management experts"; do you see that? 8 A. Yes. 9 Q. Prepared by Mr Rowsell, Mr Huyghe and yourself, dated 10 2 October? 11 A. Yes, I can see that. 12 Q. So we can see there are parts of it which you have 13 agreed to and parts of it which you have explicitly said 14 you disagree with? 15 A. That's correct, yes. 16 Q. And part of which you were simply not party to? 17 A. Correct, yes. 18 Q. You confirm that the matters in the joint statement 19 represent your position? 20 A. Yes, I do. 21 MR SHIEH: Thank you very much. Could you now proceed to 22 present your synopsis. 23 Oral synopsis by MR WALL 24 WITNESS: Certainly. May I see the first slide, please. 25 Sir, just before I commence, just a little bit about	Page 16	1 approach that they have adopted. 2 Mr Rowsell talks about the engineer being 3 responsible for the management of resources on projects, 4 in particular in relation to the inspectorate staff. 5 I think that is not correct. It's not part of his 6 purview. It's not industry practice, certainly not in 7 Hong Kong. 8 There was some disagreement as to whether a method 9 statement for the works, in particular the stitch 10 joints, was produced, the view that a method statement 11 was produced for the works. Mr Rowsell, I believe is of 12 the view that there's some confusion in terms of the 13 engineer's powers and ability to inspect the works prior 14 to covering up and moving on to the next stage of 15 construction. For me, that is not the case. 16 Clause 60.1 provides the engineer with quite broad and 17 wide-ranging powers to inspect and intervene if he has 18 some concerns over quality. 19 Moving on, I'm of the view that the contractor 20 complied with the RISC form procedures. Inspections 21 were carry out. They were asked in advance; they were 22 carried out by both MTRCL and the contractor's staff. 23 The principal issue, as I understand it, was one of 24 documentation and of recording those inspections. 25 I believe Mr Rowsell has said that he has some

Page 17	1 concerns about the standard of inspections. I've seen 2 no evidence that would suggest that there's a pervasive 3 problem with the quality of the inspectorate staff or 4 the quality of the inspections that they have carried 5 out. I would disagree on that point. 6 Mr Rowsell talks in his report about the need to 7 plan ahead and to have programmes in place so that 8 resources can be adapted to suit the plan of works. 9 I think, to me, that is impractical and unrealistic. 10 You need to have a large enough pool of inspectorate 11 staff that you can draw on them as and when inspections 12 take place, but I think it is, as I say, impractical and 13 unrealistic for you to have some level of dynamic 14 resourcing on a project that would enable you to 15 increase and decrease inspectorate resources as and when 16 necessary. That's just not going to work for me. 17 I'm of the view that the issue with regard to 18 full-time and continuous supervision and the QSP only 19 applied to couplers with a ductility requirement, as 20 they were specified in the drawings. And, as I say, in 21 relation to ductility requirement, this information or 22 identifying where these types of couplers apply, you 23 would need to go back and refer to the designer's 24 drawings to establish where these locations are. 25 Continuing on with areas of general disagreement.	Page 19	1 and the contractor administrator. 2 When it comes to control and quality control for 3 reinforcement deliveries to site, I believe that there 4 is no need for us to look at implementing additional 5 procedures. From the powers that the contract 6 administrator already has, I think they are adequate in 7 terms of enforcing the contractor's quality procedures, 8 QA plan, ensuring that there are proper processes in 9 place for controlling reinforcement deliveries to site 10 and the testing of that reinforcement. 11 Moving on to improvements and recommendations. 12 I think all of the three experts are in agreement that 13 the current antiquated -- the current RISC form 14 procedure is antiquated and it needs to be digitised. 15 I think perhaps the procedure itself is adequate; it's 16 the paper process behind it is where the problems lie. 17 I think there needs to be a review of the NCR and 18 audit procedures and their implementation. At the 19 moment, PIMS suggests that perhaps for 20 documentation-related issues it's not necessarily 21 appropriate to raise an NCR. I disagree with that 22 personally. 23 I think there needs to be more emphasis placed on 24 interface management and how risks are -- interfaces are 25 dealt with by all of the stakeholders that are involved.
Page 18	1 As I say, when it comes to full-time and continuous 2 supervision, I'm of the view that this does not mean 3 that there is someone watching the operatives carrying 4 out coupler installation 100 per cent of the time. This 5 is, again, unrealistic; it would be uneconomic and it is 6 certainly, in my experience, not industry practice. 7 I have covered clause 60.1 already. 8 So areas where I'm in general agreement but with 9 some reservations. When it comes to the instrument of 10 exemption, I'm of the view there that the majority of 11 the responsibilities continue to lie with MTRCL. If 12 I remember correctly, there are some responsibilities 13 that have been transferred to Leighton with regard to 14 protection of associated buildings, et cetera, but the 15 majority of that responsibility continues to be under 16 MTRCL's control. 17 The PIMS "lessons learned" procedure should be used 18 more actively. This is something that I believe, from 19 looking at the PIMS register, has been introduced more 20 recently. I think Mr Rowsell said that he felt that 21 there needed to be a "lessons learned" procedure. Well, 22 there is one now in PIMS and I believe it needs to be 23 used actively. 24 The maintenance of site records needs to be 25 effectively managed and enforced, both by the contractor	Page 20	1 I think, going back to the lessons learned, we need to 2 review failures and investigate problems to ensure that 3 these do not continually reoccur. 4 That's all from me. Thank you, Mr Chairman. 5 COMMISSIONER HANSFORD: Just so I can understand, Mr Wall, 6 this final slide, "Improvement and recommendations", are 7 they also agreements? 8 A. Yes, they are general agreements -- there's nothing 9 there that -- 10 CHAIRMAN: There's nothing there where you take a different 11 view to the other experts? 12 A. Maybe there's a bit extra, but generally I'm in 13 agreement with all of Mr Rowsell's recommendations with 14 regard to improvements. 15 COMMISSIONER HANSFORD: Thank you. 16 Examination by MR PENNICOTT 17 MR PENNICOTT: Good morning, Mr Wall. 18 A. Good morning, Mr Pennicott. 19 Q. Thank you very much for your presentation, and thank you 20 very much for coming to give evidence to the Commission. 21 Thank you for your report. Thank you for your 22 cooperation in the putting together of the joint 23 statement. And thank you -- I understand you travelled 24 to London to meet with the other experts as well, so 25 thank you for that.

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<p>1 A. Yes.</p> <p>2 Q. Now, I've got a few questions for you and I think others</p> <p>3 have as well.</p> <p>4 Mr Wall, first of all, your expertise, you mentioned</p> <p>5 a little bit about that earlier -- I've looked at your</p> <p>6 CV and would this be fair: that, first and foremost, you</p> <p>7 are a forensic delay analyst? Would that be fair?</p> <p>8 A. No. I would say that's where I spend a portion of my</p> <p>9 time now. I would say first and foremost I'm</p> <p>10 a contractor by background. That's where I spent my</p> <p>11 formative years, if you will.</p> <p>12 Q. Yes. I just looked at the various matters that you have</p> <p>13 given expert evidence on, either orally or in the form</p> <p>14 of expert reports, and they all seem to be</p> <p>15 delay-related, delay claims.</p> <p>16 A. I would say the majority are delay-related. Some relate</p> <p>17 to quantum and some relate to defects as well.</p> <p>18 Q. All right. Have you ever given evidence or written</p> <p>19 a report specifically on project management issues?</p> <p>20 A. No.</p> <p>21 Q. You say in paragraph 9 of your report that you do not</p> <p>22 have any current connections with any of the parties, in</p> <p>23 particular Leighton. However, I did note in your CV,</p> <p>24 that you have, it appears, in the past been employed by</p> <p>25 Leighton Asia. Is that correct?</p>	<p>1 Q. Right. Was that a recent engagement?</p> <p>2 A. No. I think that was six or seven years ago.</p> <p>3 Q. All right. And that's the only other instance, is it?</p> <p>4 A. That's correct, yes.</p> <p>5 Q. Have you read the Commission's interim report?</p> <p>6 A. I have, yes.</p> <p>7 Q. Did you do that before or after you prepared your</p> <p>8 report?</p> <p>9 A. I did that before.</p> <p>10 Q. Mr Wall, I just want to then move on and take some of</p> <p>11 the topics --</p> <p>12 A. Certainly.</p> <p>13 Q. -- that you deal with and the other experts have dealt</p> <p>14 with.</p> <p>15 The first point you make, not perhaps the biggest</p> <p>16 point, but you take issue, it appears, with Mr Rowsell</p> <p>17 in relation to the government's position. You will</p> <p>18 recall that what you say is that the reference to</p> <p>19 Crossrail in the UK you don't find helpful; do you</p> <p>20 remember that?</p> <p>21 A. Yes.</p> <p>22 COMMISSIONER HANSFORD: Sorry, the transcript says</p> <p>23 "government's position". I think you said "governance".</p> <p>24 MR PENNICOTT: No, "government", that is right.</p> <p>25 COMMISSIONER HANSFORD: Okay.</p>
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<p>1 A. That's correct.</p> <p>2 Q. Can you tell us when you were employed by Leightons?</p> <p>3 A. Yes. That was, if memory serves me correctly, I think</p> <p>4 it was 2005, the end of December 2005, I think, to April</p> <p>5 2008. It was on the Eagle's Nest Tunnelling project</p> <p>6 which is adjacent to the Lai Chi Kok Viaduct which</p> <p>7 I believe Mr Huyghe was involved in but a number of</p> <p>8 years later.</p> <p>9 Q. Yes. Indeed, a number of us were.</p> <p>10 What was your position at Leighton during that</p> <p>11 period?</p> <p>12 A. I was the sub-agent responsible for the planning and</p> <p>13 programming aspects of the project, as well as compiling</p> <p>14 the project management documents associated with</p> <p>15 handover and punch-list items for completion of the</p> <p>16 works.</p> <p>17 Q. Is that the only period that you've worked for</p> <p>18 Leightons?</p> <p>19 A. As an employee, yes.</p> <p>20 Q. Have you ever acted as an independent expert on behalf</p> <p>21 of Leightons before?</p> <p>22 A. Not as an independent expert. I've done some work as</p> <p>23 a sub-consultant for another claims consulting firm,</p> <p>24 assisting with some programming issues on one of the XRL</p> <p>25 projects that was related to Leighton.</p>	<p>1 MR PENNICOTT: The point you make is that on Crossrail there</p> <p>2 was the Department for Transport and Transport for</p> <p>3 London involved as essentially the employer?</p> <p>4 A. Correct.</p> <p>5 Q. And you will be aware, if you've read the interim</p> <p>6 report, that the point that Mr Rowsell had made in the</p> <p>7 first part of the Inquiry -- and this is recorded in the</p> <p>8 interim report -- that MTR themselves found themselves</p> <p>9 having to deal with ten or more different Hong Kong</p> <p>10 government departments, and that was his point: there</p> <p>11 was no one single point of contact. Is that your</p> <p>12 understanding?</p> <p>13 A. No. My understanding is that Mr Rowsell's point was</p> <p>14 that there was more than one government department</p> <p>15 acting as owners for the project, for the project in</p> <p>16 London, the Crossrail project; whereas, as I understand</p> <p>17 it, in Hong Kong there is only one government department</p> <p>18 that is acting as the owner. The function of the other</p> <p>19 government departments are in their statutory oversight</p> <p>20 role, which -- to me, I would distinguish between the</p> <p>21 two. One is you are reporting to the owner, and one, as</p> <p>22 with any other developer, you have to comply with</p> <p>23 certain statutory and legislative requirements.</p> <p>24 Q. I'm not sure that is the point.</p> <p>25 Can we have a look at paragraph 441 of the interim</p>

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<p>1 report, please.</p> <p>2 This is part of the interim report, Mr Wall. It</p> <p>3 says:</p> <p>4 "During the course of the hearings, the Commission</p> <p>5 could not fail to take note of the very large number of</p> <p>6 government bureaux, departments, offices, committees and</p> <p>7 other sundry bodies involved in rail enhancement</p> <p>8 projects. In respect of the SCL project, the various</p> <p>9 bureaux and departments with a role to play have</p> <p>10 included the following", and then they are all listed.</p> <p>11 "Even this extended list may not be complete."</p> <p>12 If we can go to the next paragraph, please:</p> <p>13 "Steve Rowsell suggested that, in respect of</p> <p>14 a project which the government is funding, it could</p> <p>15 ensure greater efficiency, greater cost-effectiveness</p> <p>16 and savings in time if there was a single point of</p> <p>17 responsibility within the government for administering</p> <p>18 the government's agreement with the MTR, more especially</p> <p>19 to oversee and manage internal government consultations.</p> <p>20 The Commission believes there is much strength in</p> <p>21 Mr Rowsell's recommendation."</p> <p>22 That really was the point that Mr Rowsell was making</p> <p>23 and does make.</p> <p>24 A. Okay. That's not the way I have interpreted his report,</p> <p>25 but I understand if the Commission is of that view.</p>	<p>1 is perhaps that it's appropriate at the level that it is</p> <p>2 at the moment, and the granularity should be dealt with</p> <p>3 at the project-specific or job-specific documents.</p> <p>4 Q. All right. My understanding of Mr Rowsell's position is</p> <p>5 that he's not suggesting that it be made as detailed as</p> <p>6 you would have a document for day-to-day management.</p> <p>7 It's still at a relatively high generic level. But</p> <p>8 there are, nonetheless, certain aspects of project</p> <p>9 management that are not dealt with and ought to be. Do</p> <p>10 you accept that?</p> <p>11 A. Yes, I appreciate that point.</p> <p>12 Q. If we look at the joint statement at paragraph 13,</p> <p>13 please.</p> <p>14 It's at tab 9 if you are looking at the hard copy.</p> <p>15 It's on the screen as well.</p> <p>16 As I understand it, Mr Wall, paragraph 13 is</p> <p>17 something that's agreed by all three experts; is that</p> <p>18 right?</p> <p>19 A. That's correct, yes.</p> <p>20 Q. So, missing out the first couple of sentences, it says:</p> <p>21 "Based on the evidence examined by the Extended</p> <p>22 Inquiry we consider that it would be desirable for the</p> <p>23 standard content of PMPs for similar future projects to</p> <p>24 cover additional aspects of project management at</p> <p>25 a strategic level as follows".</p>
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<p>1 Q. Okay. Just have a look at paragraph 475, please. Under</p> <p>2 "Governance":</p> <p>3 "The Commission recommends that the government</p> <p>4 should critically address the way in which it executes</p> <p>5 its multiple roles in relation to railway enhancement</p> <p>6 projects. Of particular concern is government's role as</p> <p>7 'client' or 'sponsor' of railway projects. The sponsor</p> <p>8 organisation must provide both authority and</p> <p>9 responsibility for the project."</p> <p>10 You wouldn't disagree with any of that, I assume?</p> <p>11 A. No. I'd agree with 475 completely.</p> <p>12 Q. All right. Could I then turn to the project management</p> <p>13 plan.</p> <p>14 A. Certainly.</p> <p>15 Q. Which is a point that you touched on in one of your</p> <p>16 slides earlier, and you deal with in I think</p> <p>17 paragraphs 20 to 41 of your report. It may be that we</p> <p>18 are just talking about a question of degree here,</p> <p>19 Mr Wall. Mr Rowsell's point is that certain key aspects</p> <p>20 of project management are not covered in the project</p> <p>21 management plan, and he thinks they ought to be. Do you</p> <p>22 understand?</p> <p>23 A. Yes. I think it is a matter of degree. I think</p> <p>24 Mr Rowsell's view is perhaps there should be a greater</p> <p>25 level of granularity, if you will, whereas my position</p>	<p>1 Then five matters are mentioned; is that right?</p> <p>2 A. Yes, that's correct.</p> <p>3 Q. So there's a general agreement?</p> <p>4 A. Yes, that's correct.</p> <p>5 Q. All right. Could I then turn to the topic of</p> <p>6 non-conformance reports, NCRs.</p> <p>7 A. Certainly.</p> <p>8 Q. My understanding is that you are of the view, and indeed</p> <p>9 so are the other two experts, that there should be</p> <p>10 different grades of NCR; would that be right?</p> <p>11 A. That's correct. This is something that we discussed</p> <p>12 together in London.</p> <p>13 Q. Right. By that, one perhaps has NCRs for minor matters</p> <p>14 and NCRs for major matters and perhaps NCRs for</p> <p>15 something in between?</p> <p>16 A. That would be correct, yes.</p> <p>17 Q. And that I think is reflected in paragraph 29 of the</p> <p>18 joint statement. Missing again the first sentence:</p> <p>19 "This could be achieved by having different grades</p> <p>20 of NCR covering minor, medium and major non-conformances</p> <p>21 requiring different responses as appropriate."</p> <p>22 That's really the essence of the agreement?</p> <p>23 A. Yes, that's correct.</p> <p>24 Q. All right.</p> <p>25 We know that Leighton itself was encouraged, as it</p>

Page 29	1 were, to self -- non-conform itself, and indeed Leighton 2 had perhaps a non-conformance procedure with 3 sub-contractors; were you aware of that? 4 A. Not specifically, no. 5 Q. All right. Assuming there is a non-conformance 6 procedure, whether it's in exactly the same manner as 7 the MTR NCR, don't worry about that, but presumably you 8 would agree, would you, that that's something that could 9 be followed through to the sub-contracting position? 10 A. I would agree with that, yes. 11 Q. Okay. Can I ask you, please ... Before we turn to some 12 aspects of interfaces which I will come to in a moment, 13 can I take you to paragraph 40 of your report, please. 14 A. Yes. 15 Q. There you are commenting on paragraph 15(a) of 16 Mr Rowsell's report and you say: 17 "... I acknowledge Mr Rowsell's comments regarding 18 the importance of interfaces; however I disagree that 19 these have not been covered. Section 5.2.3 of the 20 project management plan clearly states that 21 responsibility for managing interfaces rests with the 22 competent persons for the works with appendix 6 23 providing further details in terms of delineation of 24 responsibility." 25 Do you see that?	Page 31	1 CHAIRMAN: Sorry, can I interrupt a second -- Mr Wall, just 2 to ask you for your assistance. I suppose, as a lawyer, 3 I have spent my life picking up books that if I dropped 4 would break my toe, and that have large indices to them; 5 okay? Now, the secret of these books, as a lawyer, for 6 myself, is an ability to find the relevant passage or 7 the relevant instructions or procedures without too much 8 difficulty; okay? And I can't help but wonder, to some 9 degree, if we've got the PMP, which is the strategic 10 document, we then have the PIMS which is more detailed, 11 we have other contractual documents which are more 12 detailed, and I do recall it being touched upon during 13 the course of some of the earlier evidence that people 14 may not be fully aware of what there is actually there, 15 and they go ahead not acknowledging that. I'm sure 16 Mr Rowsell will speak to this, but what's the best way 17 of making sure that the people at the workface, the 18 engineers and the other technical men and women, have 19 for themselves something which is accessible but has all 20 the necessary detail? 21 A. I think, Mr Chairman, for me that would be the ITP. 22 I think it's -- in terms of the guys and girls at the 23 frontline, I think it's the responsibility of those of 24 us that perhaps are in the office or at a slightly more 25 senior management level being able to distil out the
Page 30	1 A. Yes. 2 Q. My understanding -- you are absolutely right about the 3 "competent persons" point, but my understanding is that 4 Mr Rowsell's point is that there are no -- in the 5 project management plan, what it lacks is information on 6 the systems and the procedures to be used by the 7 competent person. Would you agree with that so far as 8 interface is concerned? 9 A. I would agree that that's Mr Rowsell's opinion, but that 10 comes back to my earlier point that I see the PMP as a 11 strategic document and not necessarily the most 12 appropriate place to be placing procedures and systems. 13 But my reference here as well, I would note that the 14 PIMS documents are actually appended to the project 15 management plan, I believe. 16 Q. Yes. 17 A. So, to me, there are some processes in the appendix but 18 not in the main body of the plan itself. 19 Q. All right. So your view on this interface management 20 point is that there is sufficient detail in the PIMS? 21 A. Correct, yes. 22 Q. And that there doesn't need to be anything in the 23 project management plan as a consequence? 24 A. I think nothing further than is already highlighted. 25 Q. Understood.	Page 32	1 information that is contained in the appendices and the 2 footnotes of our large books or plethora of documents 3 down to a single page or a couple of pages that we can 4 pass to the frontline troops to enable them to make sure 5 they comply with their respective obligations. 6 To me, it's essential that it is distilled down to 7 that single one or two pages or, as you quite rightly 8 pointed out, Mr Chairman, they will just be drowning in 9 information; they won't know where to look or indeed 10 perhaps what they are looking for as well. 11 CHAIRMAN: Okay. So that's why you would grade, if I can 12 put it that way, strategic overview documents, down into 13 more detailed documents and the like? 14 A. That's correct, yes, Mr Chairman. 15 CHAIRMAN: All right. Thank you. 16 MR PENNICOTT: Sorry, Mr Wall, I just want to go back to 17 a couple of answers you gave me a short while ago on 18 paragraph 40 of your report, when we were talking about 19 the importance of interfaces, whether it should be in 20 the project management plan or in PIMS. 21 Can I just ask you, as a consequence of the answers 22 you gave, to look back to paragraph 13 of the joint 23 statement, where the experts have agreed, at (d), that 24 so far as the project management plan is concerned, 25 covering of interface risk planning and management

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1 should be included in the PMP. Is that consistent with
2 the answer you gave me, Mr Wall?
3 A. I think it is and it comes back to the point again,
4 whether you are talking about information at a strategic
5 level or at a detailed level. I see no conflict between
6 having an item or a page or a paragraph in the project
7 management plan highlighting the issue of the importance
8 of risk planning and management, and perhaps where
9 documents related to that might be located in PIMS, with
10 then the further details of how actually that process is
11 to be dealt with, which parties to be involved, when
12 meetings are to be carried out, et cetera, dealt with in
13 more detail elsewhere. I would see that as quite
14 consistent with, as Mr Chairman has pointed out, that
15 having a tiered process of documentation, a Russian
16 doll, if you will, with further detail being added as
17 you dig further.
18 Q. All right. That's helpful.
19 Could I then turn to the question of the stitch
20 joints.
21 A. Certainly.
22 Q. The difference, I think, between Mr Rowsell and
23 Mr Huyghe on the one hand and yourself on the other, or
24 one of the differences, is that they both think a method
25 statement should have been specifically prepared for the

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1 stitch joints. Do you agree, first of all, that's
2 the difference between you?
3 A. Can I see the paragraph for that one, where that relates
4 to in the joint statement, just to refresh my memory?
5 Q. Indeed. Let me just find it.
6 It's 26(c), I think, Mr Wall. To pick it up, you
7 need to go to paragraph 47 at the end. That lists the
8 four specific paragraphs you don't agree with.
9 A. Okay.
10 Q. 26(c) is the last one of them, and if you go back to
11 26(c).
12 A. Okay. So I think the disagreement here was -- I was of
13 the view that a method statement was required for these
14 works and it was prepared. Now, should that method
15 statement have had more detail in it, I think yes, that
16 probably would have been helpful with regard to the
17 couplers, but I don't think there necessarily needed to
18 be a separate document, and I think the other point that
19 I had wanted to make but my fellow experts did not want
20 to include in the joint statement was that, to me, while
21 the preparation of the method statement is Leighton's
22 responsibility, there is also an element of
23 responsibility that MTRCL has in terms of its approval.
24 Q. Yes.
25 A. So I don't --

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1 Q. One can understand the point that -- let's presuppose,
2 for the sake of the argument, that Leighton ought to
3 have produced a specific stitch joint method statement.
4 There is the second question as to whether MTR should
5 have asked for one --
6 A. Correct.
7 Q. -- and insisted upon it; I understand that point.
8 But we have seen and heard some factual evidence
9 from both Leighton's witness and MTR's witness that
10 a specific stitch joint method statement would have been
11 helpful and beneficial. Do you agree with that?
12 A. Yes, I would agree.
13 Q. Sir, if it's helpful, the two witnesses were Mr Holden,
14 William Holden, the engineering manager of Leighton, at
15 Day 8, page 84; and Mr Michael Fu, MTR's construction
16 manager, Day 10, pages 96 to 97. They were both ad idem
17 on that.
18 Mr Wall, there are various references, a reference
19 to a method statement in appendix Z2, which I expect you
20 have looked at --
21 A. Yes, correct.
22 Q. I'm not going to take you to that. All right.
23 A. I believe that's referred to in my own report.
24 Q. It is indeed.
25 RISC forms. Can I just try and understand, Mr Wall,

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1 a particular paragraph or a sentence in a paragraph in
2 your report. It's paragraph 50, and it's really
3 a factual point which I'm bound to say I am rather
4 puzzled by. Could I ask you to look at the last
5 sentence of paragraph 50. You say:
6 "Indeed, MTRCL did not raise the lack of RISC forms
7 with Leighton's management (other than by sending
8 a single email in 2015 ...) ..."
9 And then you've got footnote 6; do you see that?
10 A. Yes.
11 Q. I've looked at the document you've referred to at
12 footnote 6: CC10/6208. It's actually an email dated
13 24 March 2017. We can put that up on the screen, if you
14 wish. CC10/6208.
15 A. Sorry, can we scroll to the bottom of this email,
16 please.
17 Q. Yes.
18 A. Apologies, Mr Pennicott, the reference is incorrect.
19 But I have seen an email in 2015 that relates to the
20 absence of RISC forms.
21 Q. Right. Okay, well, there it is. But you go on to say:
22 "... until after the defects in the stitch joints
23 were identified ..."
24 So MTR did not raise the lack of RISC forms with
25 Leighton management until after the defects in the

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<p>1 stitch joints. Well, these defects in the stitch joints 2 were first discovered in August 2017, so again I don't 3 really understand the point you are seeking to make 4 because -- 5 A. Sorry. 6 Q. -- even that document we've just looked at, the email of 7 24 March 2017, is before the defects in the stitch 8 joints were identified. So I'm puzzled -- 9 A. Sorry, if we could read the whole sentence -- I said: 10 "... MTRCL did not raise the lack of RISC forms with 11 Leighton's management (other than by sending a single 12 email in 2015) ..." 13 Apologies for the incorrect reference. Then: 14 "... until after the defects in the stitch joints 15 were identified [which I believe you mention is August 16 2015]." 17 Q. Yes. 18 A. Then "(at which points they issued NCRs ...)", so it's 19 the NCR's that I am referring to which I believe were 20 first issued in April 2018, a large batch then followed 21 by, if I remember correctly, July 2018. So it's the 22 NCRs that I'm referring to as occurring afterwards, the 23 NCRs being raised afterwards. 24 Q. All right. Let me try this: have you heard and read 25 about some documents known as the Kit Chan registers?</p>	<p>1 A. Sorry, can I see the transmission or email information 2 that shows these were communicated to Mr Harman, please? 3 Q. Well, he prepared them. 4 A. Sorry, I thought these were Kit Chan's registers. 5 Q. No, they were called "the Kit Chan register"; all right? 6 I'll show you another email. I'm not sure where the 7 email is that covers this, but let me show you this one: 8 BB16/9797. 9 This is an email from Leighton to Mr Fu, and we can 10 see it's 10 June 2016; do you see that? 11 A. Yes. 12 Q. So we have moved on a year from where I was in those 13 registers. This is an email sent to Mr Fu but copied -- 14 can we look at some of the names, please -- to some 15 familiar names: Mr Rawsthorne, who we have heard from; 16 from Justin Taylor, Mr Kevin Harman, Mr Plummer, 17 Mr Manning, all people in Leighton management; do you 18 see that? 19 A. Certainly, yes. 20 Q. All right. What is being attached and sent, amongst 21 other things, is number 11, "Kit Chan register and 22 report"; do you see that? 23 A. I do, yes. 24 Q. So, as we see it, Mr Wall, there is plenty of evidence, 25 a number of items of evidence, which suggest that</p>
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<p>1 A. That doesn't ring a bell, I'm afraid, the Kit Chan 2 registers. 3 Q. What happened, if you read some of the evidence, is that 4 when this problem of lack of RISC forms was identified, 5 Mr Kit Chan, who was then the construction manager of 6 MTR, Michael Fu's predecessor, contacted Kevin Harman, 7 Leighton's quality and environmental manager, and 8 a list, a register was drawn up of the missing RISC 9 forms. Were you aware of that? 10 A. No, not off the top of my head, no. 11 Q. BB8/5692, please, that's the Extended Inquiry. 12 A. Sorry, looking at the dates in this, perhaps this is 13 related or attached to the email that I was referring -- 14 Q. These reports, the Kit Chan registers, started their 15 life in 2015. 16 A. Okay. 17 Q. So Mr Harman was well aware, and he's the quality and 18 environmental manager of Leighton, back in 2015 of the 19 problem. Were you aware of that? 20 A. Which is consistent with the 2015 date in my report, 21 I believe. 22 Q. Yes, but it's not just a question of sending a single 23 email. These registers were prepared on a regular, 24 updated basis for Mr Chan, Kit Chan of MTR, and 25 identified the missing RISC forms, so --</p>	<p>1 a number of people, Mr Harman being the central person, 2 at Leightons who were well aware of this RISC form 3 problem. I just wanted to try and set the record 4 straight, if that is right, given the contents of your 5 paragraph 50. 6 A. Sorry, could I clarify? I don't believe that I've said 7 anywhere that Leighton were not aware that there was 8 a RISC form. The point that I was trying to make was 9 that it was -- the enforcement aspect from MTRCL, that's 10 the issue. So I was trying to focus on the NCR aspect 11 and the kind of enforcement/policing side of things. As 12 you've correctly pointed out, I think there's a general 13 awareness that there was a problem with the RISC forms, 14 and that's not something that I have addressed. What 15 I was seeking to look at was, as I say, the enforcement 16 of the procedures. 17 Q. Yes. Mr Wall, it's not my job as counsel to the 18 Commission to cross-examine you in a manner that I might 19 do if I were in court or elsewhere, but you do say, 20 "MTRCL did not raise the lack of RISC forms with 21 Leighton's management until after the defects in the 22 stitch joints". What I'm just saying to you is that is 23 not right. Do you agree? 24 A. The communications and emails that you have shown me so 25 far are from Leighton to MTRC, not in the other</p>

Page 41	1 direction. So, yes, I think my statement is correct, 2 that while these matters may have been discussed, they 3 have not been raised at a high level by MTRC, which is 4 the point that I was making. But I accept your 5 position. 6 Q. Do you think MTR or Leighton's management -- Leighton's 7 management should have raised this with MTR at a high 8 level and, if so, at what level? 9 A. Yes, I think it should have been raised by both parties 10 at a high level. 11 Q. What do you say that MTR should have done about this 12 RISC problem, from a project management point of view? 13 A. They could have -- although the PIMS procedure suggests 14 that it's not necessary, they could have raised an NCR, 15 they could have refused to turn up to inspections unless 16 RISC forms were submitted in a timely manner. They 17 could have enforced the procedure. But I think, as 18 Kit Chan said in his witness statement, it's not 19 something that MTRCL took that seriously. 20 Q. I'm not sure he went that far but I'll let Mr Boulding 21 pick that up, if he wants to. 22 Just a separate, distinct point but still on RISC 23 forms. In paragraph 14 of your report, the executive 24 summary part of your report, you say there, Mr Wall: 25 "I disagree with Mr Rowsell's view that the RISC	Page 43	1 A. Well, are we talking -- I think as I've said here in 2 paragraph 54, I distinguish between the RISC inspection 3 procedure and then the documentation thereof. So, as 4 far as I'm aware, the inspection procedure has generally 5 been followed, but, as you rightly point out, it's the 6 documentation is lacking at the NAT, SAT and HHS areas. 7 Q. Yes. 8 A. But, as I say, I think it's important to distinguish 9 between actual inspection, following that process, and 10 the documentation of that inspection. 11 Q. All right. You say further down in paragraph 54: 12 "The [principal] non-conformity is the failure to 13 submit some of the RISC forms in the NAT, SAT and HHS 14 areas." 15 Not just some of the RISC forms, Mr Wall, but a very 16 significant number? 17 A. Correct, yes. 18 Q. A point on RISC forms that I think we are in agreement 19 with, Mr Wall, appears at paragraph 64 of your report. 20 You say: 21 "While I agree that the inspection procedure has 22 some good components, I am of the opinion that it could 23 be improved further so as to ensure that all parties 24 were aware of the number of RISC forms that would be 25 expected prior to the commencement of particular
Page 42	1 procedures had not been followed and that certain 2 inspections were ineffective. However, while the 3 inspections themselves were executed, I would accept 4 that there were issues with the associated documentation 5 (namely that a small number of RISC forms were not 6 completed despite the inspections taking place)." 7 I assume, but perhaps you can confirm, Mr Wall, that 8 you are not asserting that a small number of RISC forms 9 were not completed in the NAT, SAT and HHS areas? 10 A. That's correct. 11 Q. Because presumably you are aware that, in those areas, 12 there was a failure to submit and supply RISC forms to 13 a large extent? 14 A. Yes. 15 Q. So, as I understand it, your observation must relate to, 16 what, the combining of the RISC forms for the areas I've 17 just mentioned plus everywhere else; is that correct? 18 A. That's correct, yes. 19 Q. Okay. 20 At paragraph 54 of your report, you say: 21 "I disagree with Mr Rowsell's comment regarding the 22 application of the RISC procedures. In my view, 23 Leighton generally complied with the RISC procedures." 24 Again, Mr Wall, you are not saying that, are you, in 25 relation to the NAT, SAT and HHS?	Page 44	1 activities. This could readily be dealt with by the 2 relevant method statements. I understand that Leighton 3 has now implemented such an arrangement within its own 4 enhanced quality assurance procedures." 5 This is a point I think I discussed with Mr Huyghe, 6 that you think and indeed believe that it would be 7 possible to think ahead, to plan ahead, to estimate the 8 number of RISC forms that ought to be submitted for any 9 particular series of activities, and then, if you are 10 able to do that, you can then monitor if there's 11 a problem? 12 A. Absolutely, and I'm not talking about a two-week or 13 a three-week look-ahead programme. I can see no 14 fundamental reason why, particularly on significant 15 infrastructure projects like this, why, as part of your 16 method statement, you cannot have a plan for all of the 17 pours that you are going to conduct and, as 18 a consequence, the RISC forms that you would expect at 19 any particular area at any particular time. I think 20 there's no reason why that kind of framework can't be 21 put in place. Perhaps the dates would move around 22 a little bit, as they do on construction projects, but 23 I see no reason why it's not possible to put that plan 24 in place very early on in the project, and as I say not 25 just a couple of weeks ahead but a significant number of

Page 45	1 months ahead, if not for a substantial proportion of the 2 project, so you have a clear idea what your expectations 3 are. And I think perhaps as Mr Rowsell has pointed out, 4 to digress, that would aid with your resource planning 5 as well, for both parties. 6 Q. Yes. 7 CHAIRMAN: Sorry, but would it act to ensure timely 8 submission of RISC forms? It presumably wouldn't affect 9 that at all? 10 A. I don't see that it would -- it certainly wouldn't have 11 a negative impact on timely submission of RISC forms. 12 I don't see that it would necessarily improve matters, 13 but it would certainly be clear that -- what RISC forms 14 you are expecting for which piece of work. 15 If we were constructing a chess board, as 16 an example, and we knew that we needed three RISC forms 17 for every square on the board, then it's readily easy 18 for us to be able to identify where we have something 19 missing or there has been a non-compliance; whereas 20 I think, if you don't have that plan in place, then 21 perhaps you don't know what you don't know. 22 CHAIRMAN: Yes. As a layperson, one of my concerns is that 23 the RISC form contains details of the inspections -- 24 that's my understanding -- so that if it's an inspection 25 of rebars being put in at a particular hold point and	Page 47	1 Monday or Wednesday?" 2 CHAIRMAN: I see the point you are making. 3 A. I see no reason why the rest of the paperwork cannot be 4 put in place. Now, maybe that needs to be revised 5 sometimes. Perhaps you decide that you are going to 6 shrink one pour or you are going to enlarge one. But 7 I think, to my mind, at the outset, there is no reason 8 why you can't have certainly a revision 0 framework in 9 place that maybe you revise or maybe you're happy and 10 you continue on that basis. 11 CHAIRMAN: I am with you. So that's forward planning, 12 really? 13 A. Correct. 14 CHAIRMAN: As opposed to reactive action, if there's such 15 a phrase, which takes place when you suddenly realise, 16 "I've had a phone call, 'Can you inspect bay 22 this 17 afternoon?'" and you say, "I haven't got time to do the 18 form, I'll do it in a couple of weeks"? 19 A. Correct. So I think Mr Pennicott was asking, if I 20 understand correctly, is that the process I would 21 advocate and I would say definitely, there should be 22 a forward plan in place, and I can see no reasonable 23 obstacle to not having one there. As I say, 24 I understand from the Leighton staff that they have 25 acknowledged that and that's now being addressed as part
Page 46	1 checking everything is okay there before a concrete 2 pour, you go along and you check everything, and then 3 you confirm everything is okay; or, if there are certain 4 minor things that need to be done, you can put that in, 5 make mention of it and confirm that it's done before the 6 concrete pour, shall we say? 7 A. That's correct. 8 CHAIRMAN: But if you don't have a form there with you at 9 the time, anything you fill in later, as has regrettably 10 been proved here, is either inaccurate or fiction? 11 A. I would agree. So what I'm saying is that for these 12 large infrastructure projects, when you are preparing 13 your method statements or you are planning out your 14 concrete pouring, it's not done on an ad hoc basis. You 15 usually have a clear idea about what your strategy is in 16 terms of which piece you are going to pour at any one 17 point in time. So you can look ahead a significant 18 amount of time and know that I'm going to be doing work 19 between gridline 1 and gridline 10, and then I'm going 20 to do 10 to 15, et cetera. So you know what area you 21 are going to be working in so you can compile your RISC 22 form, the documentation, you know what the reinforcement 23 is, drawings, et cetera, all of the paperwork that's in 24 place. The only thing you should be changing is, 25 "I want the inspection done -- do I want it done on	Page 48	1 of their own QA procedures. 2 CHAIRMAN: But at the end of the day -- well, obviously what 3 you are saying is you will then have the forms with you 4 because you have pre-planned it? 5 A. Correct. 6 CHAIRMAN: And therefore you can fill in the necessary 7 detail? 8 A. Correct. You'd fill in the necessary detail and -- 9 CHAIRMAN: At the time? 10 A. Well, it must be done at the time. 11 CHAIRMAN: And digitalisation would presumably have to 12 contain some software that enables you to walk out there 13 on site and go, "What are we looking at? We are looking 14 at bay 326. Bop!", and then you can just fill it all 15 in. Presumably, software would do the sort of job you 16 are suggesting; it would be pre-set? 17 A. Mr Chairman, I think at a basic level, if we were just 18 looking to digitise the forms, I think that would speed 19 up the process, it would enable us to make sure that we 20 had the most up-to-date drawings that we were referring 21 to, et cetera. If we wanted to take a step forward, 22 a little bit into the future, perhaps we would be 23 looking into things like Microsoft's HoloLens and 24 augmented reality where people are then looking at the 25 reinforcement and they have a digital overlay and the

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<p>1 software is telling them there's a problem in this 2 corner, this reinforcement has not been spaced out 3 correctly. So then you are not so much reliant on -- at 4 5.30, somebody wants to go home, it's then flagged up, 5 kind of eliminates or reduces the risk of the human 6 error aspect. That perhaps is a few years down the 7 road. I think it would be good if we could just get to 8 the iPad stage at the moment and away from the 9 paperwork. 10 CHAIRMAN: Yes. Thank you very much. 11 COMMISSIONER HANSFORD: When you refer to Microsoft's 12 HoloLens, which I have to say I'm not personally 13 familiar with, the shorthand for this is BIM, really, 14 isn't it? Not quite? 15 A. I think you would use the BIM model as part of -- that 16 would be the kind of underlying software or digital 17 model that you would be using to interface with, yes. 18 COMMISSIONER HANSFORD: Thank you. 19 MR PENNICOTT: Sir, I see it's 11.30, if that would be 20 a convenient moment to have 15 minutes, perhaps. 21 CHAIRMAN: Yes, certainly. How are we doing? 22 MR PENNICOTT: We are doing all right. 15 minutes -- 23 CHAIRMAN: 20 minutes. 24 (11.30 am) 25 (A short adjournment)</p>	<p>1 and you say that you've not seen any evidence that MTR 2 didn't continually request the RISC forms be provided? 3 A. Correct, yes. 4 Q. All right. 5 "... but did continue to carry out inspections in 6 the absence of all RISC forms." 7 Presumably you agree with that? 8 A. Correct, yes. 9 Q. Then: 10 "A series of NCRs were later issued by MTR on 11 16 April 2018" -- I think we can cross out the 4 -- "and 12 6 July 2018 ..." 13 Again, cross out the 5; I imagine there would have 14 been some notes there previously. 15 A. Correct. 16 Q. So it really is just the words "and MTRC continually 17 requested that the RISC forms be provided", that's the 18 bit you disagree with? 19 A. Correct, and when we were editing this document there, 20 I had been asked to insert a passage that wasn't -- 21 I think basically the wording that I'd suggested was 22 that Leighton and MTRCL did not follow the RISC form -- 23 or follow the RISC form procedure in terms of 24 documentation, but my fellow experts wanted to focus on 25 Leighton's lack of submission, and my view was that that</p>
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<p>1 (11.53 am) 2 MR PENNICOTT: Mr Wall, good morning again. 3 Could I now just, on the last aspect of RISC forms, 4 invite you to look at paragraph 16 and then 17 of the 5 joint statement, please. 6 I'm doing this, Mr Wall, going here, because in 7 paragraph 47 of the joint statement, 16 and 17 are two 8 of the paragraphs you say you disagree with and I just 9 want to try and ascertain precisely which parts of those 10 paragraphs you don't agree with. So starting at 16 it 11 says: 12 "Mr Rowsell and Mr Huyghe agree that MTR did 13 establish a RISC administrative system." 14 Do you agree with that? 15 A. Yes. 16 Q. "However, with regards to the NAT, SAT and HHS areas, 17 Leighton did not submit RISC forms for all formal 18 inspections ..." 19 Do you agree with that? 20 A. Correct, yes. 21 Q. "... and MTRC continually requested that the RISC forms 22 be provided ..." 23 Do you agree with that? 24 A. No, I do not agree with that. 25 Q. So that is a departure, that's where you don't agree,</p>	<p>1 was only -- 2 MR BOULDING: Isn't this without prejudice? 3 MR PENNICOTT: Yes. We have to be a bit careful, Mr Wall, 4 about what was discussed during the course of the 5 meetings. 6 A. Sorry. 7 Q. Perhaps I should have stopped you a little bit sooner, 8 but we have to be careful about what was discussed 9 during those meetings. 10 A. Apologies. 11 Q. Right. So far as paragraph 17 is concerned: 12 "Mr Rowsell and Mr Huyghe agree that due to not 13 receiving all the RISC forms from Leightons, MTRC should 14 have eventually conducted joint meetings to come up with 15 a formalised alternative process." 16 I understand that you don't agree with that 17 proposition; is that right? 18 A. No, I don't agree with that. I think personally that 19 there was an adequate process in place, I mean 20 notwithstanding the time taken with paperwork, 21 et cetera, but there was an adequate process in place. 22 That should have been enforced. I see no need to have 23 a kind of group discussion about alternative 24 arrangements. 25 Q. All right. Because I think, when I asked you the</p>

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1 question earlier, what should MTRC have done, your
2 answer was I think threefold, so far as I can recall it
3 and having a quick check of the transcript. Issue
4 an NCR was one option?
5 A. Correct.
6 Q. Refuse to turn up to the inspections was another option?
7 A. That's correct.
8 Q. So don't play ball. And thirdly, enforce the procedure?
9 A. Correct.
10 CHAIRMAN: Is this not, though -- as I read it, what seems
11 to be suggested is that yes, there is a procedure and we
12 do have means for enforcing it, but everybody wants to
13 get this job done; we can appreciate the need for people
14 to place their primary focus there, but we think,
15 therefore, rather than the heavy hand, perhaps the
16 softer handshake with a meeting and just seeing if we
17 can come up with something alternative may be better?
18 A. Mr Chairman, I would agree, but I think there needs to
19 be the possibility of the heavy hand in the background.
20 So perhaps you would say to people, "There's a problem.
21 I will give you 28 days to fix it. If you don't fix it,
22 then I will enforce the procedure", not immediately go
23 into a group hug and decide how we can solve things
24 together in an overly friendly way. I think that
25 results in the situation which we now find ourselves in.

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1 CHAIRMAN: I'm not talking about friendliness necessarily.
2 I'm talking about perhaps saying, well, we can either go
3 out there and deal with this in a very formalistic way
4 or we can get everybody together and just say, "This is
5 not working; how can we immediately now make it work?"
6 That's not to criticise what you suggest, but it is to
7 suggest that perhaps what Mr Rowsell and Mr Huyghe were
8 thinking of was perhaps a methodology that would just
9 run sideways to yours, collateral.
10 A. I think that's a reasonable approach, not one that
11 I think I would adopt personally, but I guess that's
12 a personal view.
13 CHAIRMAN: Yes.
14 MR PENNICOTT: Mr Wall, I want now to go to the topic of
15 ineffective site inspections.
16 A. Certainly.
17 Q. And specifically the stitch joints.
18 A. Yes.
19 Q. We've obviously discussed the method statement point
20 already but now we're focusing more on the defects
21 themselves.
22 Can I ask you, please, to look at paragraph 71 of
23 your report, where you say:
24 "I would seek to clarify Mr Rowsell's statement at
25 paragraph 48 of his second report, which refers to

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1 'significant defects'. I am concerned that this
2 suggests that the defects in question were pervasive,
3 which they were not. In practice, defects in the
4 reinforcement were confined to isolated locations at the
5 stitch joints in the NAT and minor works in the HHS
6 (ie the VRV room). In my opinion, they are not
7 a cause for concern and are consistent with the level of
8 defects that one would expect to emerge during the
9 course of a large construction project."
10 First of all, Mr Wall, would you agree that if one
11 just focuses on the stitch joints themselves, the
12 defects clearly were pervasive?
13 A. If you confine your view to the stitch joints, yes.
14 Q. Because we know that all three stitch joints had to be
15 demolished and reconstructed at considerable cost?
16 A. Correct.
17 Q. You do not say, as I understand it, that the defects in
18 the stitch joints, looked at in isolation, are
19 consistent with the level of defects to be expected?
20 A. If you look at them in isolation, I would agree.
21 Q. That's what I thought. So your observation, as
22 I understand it, is looking at the question of defects
23 on a much wider or broader basis; is that correct?
24 A. That's on the project as a whole, correct.
25 Q. All right.

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1 I was going to ask you about paragraph 72, which is
2 the resource planning point, but I think we touched on
3 that earlier and I'll move on from that.
4 Then, in your report, starting at paragraph 73
5 through to 77, you deal with the point that we were
6 discussing first thing this morning, that is, the topic
7 of full-time and continuous supervision.
8 A. Correct, yes.
9 Q. You're obviously aware that this point or these points
10 were raised and discussed in the interim report?
11 A. Yes.
12 Q. And you will be aware that Mr Rowsell's general view,
13 without getting into the nitty-gritty of the
14 construction of the contract, is that what 100 per cent
15 supervision means is that at all times a supervisor must
16 be present for each ten workers?
17 A. Correct.
18 Q. Do you agree with that or disagree with that?
19 A. I disagree that that's what the contract requires.
20 Q. You say in your report, and I think repeated in your
21 slides this morning, that such an approach would be
22 impractical?
23 A. Correct.
24 Q. Why do you say that?
25 A. Just from the -- principally from the amount of manpower

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<p>1 that would be required, from a process perspective, in</p> <p>2 terms of ensuring that that level of manpower was</p> <p>3 required to provide that level of supervision.</p> <p>4 Q. If that's what -- I know you don't accept it, but if</p> <p>5 that's what the contract required, then it would have to</p> <p>6 be provided?</p> <p>7 A. If that was what the contract required, then yes.</p> <p>8 Q. It's not impractical in that sense. If that's what the</p> <p>9 contract required, it would have to be provided?</p> <p>10 A. Correct.</p> <p>11 Q. So it is practical, it would be practical, in those</p> <p>12 circumstances?</p> <p>13 A. If that's what the contract requires, but as I said</p> <p>14 that's not a contract requirement.</p> <p>15 Q. You also say it's uneconomical. For whom is it</p> <p>16 uneconomical?</p> <p>17 A. Principally for the contractor. If this level of</p> <p>18 supervision was expected, I think it would inevitably</p> <p>19 have an impact on the prices that the government was</p> <p>20 obtaining for its construction works.</p> <p>21 Q. Quite. So, again, if it means what Mr Rowsell says it</p> <p>22 means, and what has been made as an interim finding in</p> <p>23 the interim report, it's not uneconomical because the</p> <p>24 contractor would allow for it in his tender?</p> <p>25 A. I think, from my perspective, in the context of the</p>	<p>1 unreasonable, but you do get unreasonable terms of</p> <p>2 contracts, and the words "full-time and continuous"</p> <p>3 would appear on their face to be pretty clear: "I want</p> <p>4 somebody full-time doing this and doing it</p> <p>5 continuously", other than, as you say, toilet breaks and</p> <p>6 things like that.</p> <p>7 A. Then, Mr Chairman, is that then continuous? If you have</p> <p>8 a full-time job, do you never go on leave, you never</p> <p>9 stop for lunch? I think if we're talking --</p> <p>10 CHAIRMAN: No. What they're saying is, "We would like to</p> <p>11 have" -- on the face of it, and I bow to -- you've been</p> <p>12 a contractor, you know what actually works, but --</p> <p>13 I suppose I come at it from this perspective: number</p> <p>14 one, there's nothing to prevent an employer imposing</p> <p>15 conditions that are not usual.</p> <p>16 A. I would agree.</p> <p>17 CHAIRMAN: And number two, you can impose conditions which</p> <p>18 act harshly, unless you are prepared to put more people</p> <p>19 on the job; and number three, if you are putting more</p> <p>20 people on the job, you can charge more for the work you</p> <p>21 are doing.</p> <p>22 A. I would agree, Mr Chairman.</p> <p>23 CHAIRMAN: So it's doable, but it's only doable on the basis</p> <p>24 that you are going to have to put more people on the</p> <p>25 job, more than most people would think is necessary, and</p>
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<p>1 construction industry in Hong Kong, it is uneconomical</p> <p>2 and impractical. I mean, we can always say that, yes,</p> <p>3 you can spend more, you can provide more; you could</p> <p>4 always do more. But, as I say, in the context of the</p> <p>5 industry as it stands and the way that it generally</p> <p>6 operates, I am of the view that it is impractical and</p> <p>7 uneconomic.</p> <p>8 Q. All right.</p> <p>9 COMMISSIONER HANSFORD: Sorry, what does that mean, "in the</p> <p>10 context of the industry as it stands"?</p> <p>11 A. In terms of the pricing that you have for works, the</p> <p>12 availability of engineers, the resources that you</p> <p>13 generally have or are expected to have on construction</p> <p>14 projects. So, if we are talking about full-time and</p> <p>15 continuous supervision, perhaps we might, as I believe</p> <p>16 Leighton has provided, you might have an engineer</p> <p>17 working for or supervising a piece of work. That would</p> <p>18 no longer be acceptable; you might have to have two or</p> <p>19 three engineers working or looking after a particular</p> <p>20 piece of work so that one of them can take bathroom</p> <p>21 breaks, one can stop for lunch, one can go on leave.</p> <p>22 I think that is not the reasonable expectation.</p> <p>23 COMMISSIONER HANSFORD: All right.</p> <p>24 CHAIRMAN: I suppose the difficulty we may have --</p> <p>25 I appreciate the point you are making is it's</p>	<p>1 it's going to cost?</p> <p>2 A. Correct, which is why I've said it's, to me, impractical</p> <p>3 and uneconomic, but I guess to complete that sentence:</p> <p>4 not impossible.</p> <p>5 CHAIRMAN: Okay.</p> <p>6 Can I ask you this. In your experience, is the</p> <p>7 phrase "full-time and continuous supervision" a common</p> <p>8 phrase?</p> <p>9 A. It's not one that I've encountered before, Mr Chairman.</p> <p>10 CHAIRMAN: Okay. Because if it's a common phrase found in</p> <p>11 all of these types of contracts, then it will have</p> <p>12 gained, over an extended period of time, some</p> <p>13 understanding. But a phrase that's not common might</p> <p>14 just have to be read as it appears in its particular</p> <p>15 context to a reasonable, informed person.</p> <p>16 A. I would agree, Mr Chairman.</p> <p>17 MR PENNICOTT: Sir, I'll be corrected if I'm wrong -- no</p> <p>18 doubt those behind me will be able to find a reference</p> <p>19 if I'm right -- my understanding is the "full-time and</p> <p>20 continuous supervision" phrase comes from one of the BD</p> <p>21 Codes of Practice. Is that right?</p> <p>22 CHAIRMAN: It may do. I'm thinking about it from the point</p> <p>23 of view that it's not a phrase that every contractor</p> <p>24 says, "Every second contract I pick up contains this</p> <p>25 phrase."</p>

Page 61	1 MR PENNICOTT: I'm reasonably confident it's contained in 2 Buildings Department's Code of Practice. 3 CHAIRMAN: It may be. I'm sure it will be. 4 MR PENNICOTT: Do you happen to know that, Mr Wall? 5 A. I don't, I'm afraid, off the top of my head. 6 Q. Okay, fair enough. But just on this point -- 7 CHAIRMAN: Sorry, while we are on it -- please forgive me, 8 I'm not trying to hog everything. 9 MR PENNICOTT: Not at all. 10 CHAIRMAN: It just helps me with understanding. When I look 11 at the photographs of the site, at the time when work 12 was being done, it's apparent to me, with this laying of 13 the rebars, that we are not talking about one man 14 putting in three or four rebars, we are talking about 15 several couples or triples of men making up little teams 16 doing it, connecting the rebars, putting them in, a very 17 large number in a line, not only in a line but above 18 each other or below each other. And, when I take that 19 into account, and then when I look at the reports that 20 have been submitted by MTR and government, the holistic 21 reports they are sometimes called, and the other report 22 that accompanies it, and those reports indicate 23 statistically, it would seem, that there were a lot of 24 failures in the embedding of the rebars, I can perhaps, 25 as a layperson, understand why you might need to have	Page 63	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 shall we say, and I think to myself: you've got, say, 2 300 rebars, not in one long line like chocolate soldiers 3 but above each other, below each other. You've got 4 lighting that's not open-air, blue-sky lighting; you are 5 down in a tunnel, you've got dust. How on earth is 6 somebody going to come along at a hold-point inspection 7 and be able to confirm that several hundred of these 8 things are all in and don't show more than two threads? 9 A. I appreciate your concern, Mr Chairman -- 10 CHAIRMAN: It's a really difficult job. 11 A. -- but I think you are going to have more success 12 inspecting it at a hold point, up close, than you are -- 13 perhaps you are keeping an eye on the two guys who are 14 working there and there are another three or four guys 15 down there who screwed in a number of bars by the time 16 you got to them; you've not seen what they've done. 17 So in terms of looking at the quality aspect, to me 18 that needs to be done as part of the ITP and possibly, 19 again there needs to be perhaps more stages in the ITP, 20 so that you can actually see the mat properly. 21 CHAIRMAN: The other thing is -- and please don't get me 22 wrong here -- I do appreciate fully, and it was 23 mentioned in our interim report I think, that almost all 24 workers get up in the morning wanting to do a decent 25 day's work --	Page 64	
Page 62	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 A. I believe so. 2 CHAIRMAN: -- to earn money, and we stated that. But the 3 fact remains it's a hard job being a bar bender, and 4 they are -- perhaps it's not the most elite job in the 5 construction, and if you've got an engineer down there 6 with you, on site continuously, it might be a small 7 encouragement when you reach difficulties, to make sure 8 you overcome the difficulties, rather than leaving them 9 and hope they won't be noticed. 10 A. I'm not sure I would necessarily -- 11 CHAIRMAN: I've never been down there. I'm just putting it 12 as a question. In other words, would "full-time 13 continuous" help in that regard, that you might not be 14 quite so willing to do 80 per cent of the job; you will 15 make sure each one is 100 per cent done? 16 A. I think I would say in practice no, because of the 17 sub-contracting nature, the gentlemen who are fixing the 18 reinforcement are going to identify with their 19 sub-contract supervisor, I think not necessarily the 20 main contractor's personnel. 21 CHAIRMAN: All right. Good. Thank you. 22 MR PENNICOTT: Sir, can I just remind the Commission and 23 myself: a lot of this emerges from the Code of Practice 24 for Site Supervision 2009, at paragraph 8.8, which is at 25 bundle B in the Original Inquiry, B5/2718.	Page 64

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<p>1 If we could just have a quick look at that, probably 2 no questions but just to remind yourself. 3 COMMISSIONER HANSFORD: Which is part of the contract 4 documentation? 5 MR PENNICOTT: Yes, sir. 6 2718. There we are: 7 "A scale factor of less ... The minimum frequency 8 level of site inspections as set out in table 1 of the 9 technical memorandum should not be reduced. For full 10 time TCPs, full-time attendance is still required in 11 providing continuous supervision." 12 That's where it all comes from. 13 CHAIRMAN: Yes. 14 MR PENNICOTT: Just lastly on this topic, Mr Wall, can I ask 15 you to look at paragraph 78(g) of your report, where you 16 are commenting on various observations made by 17 Mr Rowsell regarding potential contributory factors in 18 the non-identification of the defects during 19 inspections. 20 A. Yes. 21 Q. You quote from Mr Rowsell's report: 22 "failure to ensure full-time supervision of the 23 coupler works by the contractor and for MTR to provide 24 20 per cent attendance", and you refer to the paragraph 25 in Mr Rowsell's second report;</p>	<p>1 morning. 2 Then I think lastly from me, you've got a couple of 3 paragraphs in your report, Mr Wall, dealing with testing 4 of reinforcement. 5 A. Yes. 6 Q. At paragraphs 80 and 81, you make some observations 7 there, but am I right in thinking that, in effect, that 8 has now been updated by paragraph 42 of the joint 9 statement? If we could look at that. 10 A. Yes, principally, yes. 11 Q. Because, as I understand it, all three experts are now 12 saying "MTRC, in relation to its role in overseeing the 13 implementation of steel testing by the contractor, 14 consider the following: 15 (a) Use audit arrangements to provide assurance that 16 MTR is confident that all material delivered to site is 17 tested by the contractor before being incorporated into 18 the works. 19 (b) Review the specification requirements for 20 identifying steel awaiting test results ...", and so 21 forth? 22 A. Correct, yes. 23 MR PENNICOTT: Thank you, Mr Wall. I have no further 24 questions but I anticipate one or two others might. 25 WITNESS: Thank you, Mr Pennicott.</p>
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<p>1 "I disagree that there has been a failure to provide 2 full-time supervision of the coupler works by either the 3 contractor or MTR", and you refer to witness statements, 4 and then you say: 5 "In my view, the standards required for 'full-time' 6 supervision must be lower and has therefore been 7 satisfied. Short of providing man-marking of the rebar 8 fixing workers, (which the experts have agreed would not 9 be practical), I am of the opinion that it would not 10 have been possible to enhance the supervision of the 11 coupler works any further." 12 Now, nobody, and you are right, is suggesting 13 man-marking. That would be one-to-one. But what is 14 suggested is that it's one-to-ten. And I still don't 15 understand, I'm afraid, Mr Wall, why you don't regard 16 that as practical or economic. What is wrong with 17 one-to-ten? 18 A. As I said, to me, that's just not the way works operate 19 on site, and you would -- for this work, as an example, 20 as I say, you would probably need three times the 21 manpower, and I'm not aware of any sites in Hong Kong 22 where that type of supervision has been provided. 23 Q. I was going to ask you about paragraph 79 of your 24 report, but I see that deals with interface management 25 and planning which we have covered already earlier this</p>	<p>1 Cross-examination by MR BOULDING 2 MR BOULDING: I assume I'm next, Mr Chairman. 3 CHAIRMAN: Yes, Mr Boulding, unless there is any reason why 4 you would wish to go at another time. 5 MR BOULDING: No, this is convenient. 6 Good morning, Mr Wall. 7 A. Good morning. 8 Q. I act for the MTR and I have one or two questions for 9 you. You told Mr Pennicott, my learned friend 10 Mr Pennicott, that previously you'd worked for Leighton 11 Asia? 12 A. That's correct. 13 Q. And I think you said that it was between December 2005 14 and April 2008? 15 A. If I remember correctly, yes. 16 Q. Something like two and a half years? 17 A. That kind of ballpark figure, yes. 18 Q. And I think you said that you were a sub-agent 19 responsible for the programming of the projects and 20 generally PM matters; is that correct? 21 A. That's correct, yes. 22 Q. Then, subsequent to that, I think you told Mr Pennicott 23 that you had also worked as a sub-consultant for 24 a consultant acting for Leightons on the XRL? 25 A. That's correct, yes.</p>

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<p>1 Q. Something like six or seven years ago?</p> <p>2 A. Yes, correct.</p> <p>3 Q. So presumably you know a little bit about the way</p> <p>4 Leighton Asia work and approach projects like this?</p> <p>5 A. Correct, yes.</p> <p>6 Q. And presumably, based upon your experience, you'd regard</p> <p>7 Leightons as being, what, an apparently competent</p> <p>8 contractor?</p> <p>9 A. I believe so, yes.</p> <p>10 Q. And indeed a responsible contractor?</p> <p>11 A. Yes, correct.</p> <p>12 Q. And a contractor who could be taken at its word?</p> <p>13 A. Yes, correct.</p> <p>14 Q. Now, we've looked at the joint statement with</p> <p>15 Mr Pennicott, but I wonder if we can go back to that and</p> <p>16 go to paragraph 15. Paragraph 15, as I understand it,</p> <p>17 is a paragraph that you and both of your fellow experts</p> <p>18 agree to?</p> <p>19 A. That's correct, yes.</p> <p>20 Q. We can see that you say:</p> <p>21 "We agree that the requirements for inspection</p> <p>22 planning, notification and execution, including the</p> <p>23 application of RISC form procedures, are set out in</p> <p>24 a range of documents including the 1112 contract, the</p> <p>25 general specification, the particular specification,</p>	<p>1 ascertain whether the inspections at the hold points</p> <p>2 were in fact carried out?</p> <p>3 A. I don't recall but I would agree with that statement.</p> <p>4 Q. You'd agree with that?</p> <p>5 A. Yes.</p> <p>6 Q. And, moreover, he also said it would be difficult, if</p> <p>7 not impossible, to establish how they were carried out.</p> <p>8 Is that something you would go along with?</p> <p>9 A. I would agree with that as well.</p> <p>10 Q. I assume you'd agree with me, would you not, that the</p> <p>11 RISC form procedure is a contractual procedure which</p> <p>12 Leighton was obliged to comply with?</p> <p>13 A. I would agree.</p> <p>14 Q. Just for the record, in accordance with the requirements</p> <p>15 set out in contract 1112, the PIMS and indeed Leighton's</p> <p>16 own QAP, quality assurance plan?</p> <p>17 A. I would agree.</p> <p>18 Q. Let me ask you this: it would be right, would it not,</p> <p>19 that Leightons have previous experience in other</p> <p>20 projects of the need to comply with inspection and</p> <p>21 record-keeping requirements such as the RISC form</p> <p>22 procedure?</p> <p>23 A. I would agree.</p> <p>24 Q. And presumably you, Mr Wall, as a project manager, would</p> <p>25 have expected Leighton, as an apparently competent and</p>
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<p>1 various PIMS procedural documents and the PMP."</p> <p>2 A. That's correct.</p> <p>3 Q. I take it that you'd agree that the RISC form procedure</p> <p>4 is indeed a very important procedure?</p> <p>5 A. I would agree, yes.</p> <p>6 Q. And can I suggest that that's because, amongst other</p> <p>7 things, it contains an inspection regime which, if</p> <p>8 properly operated, should ensure, firstly, that the</p> <p>9 ongoing construction works are inspected at varied</p> <p>10 specified hold points?</p> <p>11 A. That's correct, yes.</p> <p>12 Q. And secondly, it's also very important because it should</p> <p>13 ensure that the work in question complies with the</p> <p>14 requirements of the contract --</p> <p>15 A. That's correct, yes.</p> <p>16 Q. -- before the work progresses any further, for example</p> <p>17 by being covered up with concrete?</p> <p>18 A. Correct. I would agree.</p> <p>19 Q. Splendid. Have you read the transcript of Mr Huyghe's</p> <p>20 evidence? He gave evidence last week.</p> <p>21 A. Yes, I have.</p> <p>22 Q. Do you recall him telling my learned friend who acted</p> <p>23 for government, during the course of his</p> <p>24 cross-examination, that, in the absence of a complete</p> <p>25 set of RISC forms, it would be difficult to verify or</p>	<p>1 responsible contractor, as you've told me, to have</p> <p>2 familiarised itself with the RISC form procedures before</p> <p>3 it started the work?</p> <p>4 A. I would agree.</p> <p>5 Q. In effect, so they knew what they had to do?</p> <p>6 A. Correct.</p> <p>7 Q. And presumably having worked out what they had to do,</p> <p>8 you would have expected Leightons, from a project</p> <p>9 management perspective, to have satisfied itself that it</p> <p>10 had in place the necessary procedures and resources to</p> <p>11 comply with the RISC form procedure?</p> <p>12 A. I would agree.</p> <p>13 Q. I don't know what you know about the part 1 hearing of</p> <p>14 the Commission of Inquiry, but were you aware of the</p> <p>15 fact that the evidence in part 1 was to the effect that</p> <p>16 Leighton did comply with the RISC form procedures so far</p> <p>17 as the structures which were considered by the</p> <p>18 Commission at that stage were concerned? Were you aware</p> <p>19 of that?</p> <p>20 A. I wasn't aware of that level of -- or I can't recall</p> <p>21 that level of detail but ...</p> <p>22 Q. Okay. And presumably you would have expected Leightons</p> <p>23 to have familiarised themselves with the Conditions of</p> <p>24 Contract before they entered into the contract and</p> <p>25 indeed commenced the work?</p>

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1 A. Yes.
2 Q. I wonder if we can just have a look at a contract
3 condition together. Could we go to C3/C1830. Do you
4 see clause 2.9 there, Mr Wall?
5 A. Yes.
6 Q. "Approval, consent not to relieve Contractor of
7 Liability". Have you had the opportunity to read this
8 clause, Mr Wall?
9 A. Not -- I can't recall it.
10 Q. Let me help you:
11 "No act or omission (including, without limitation,
12 any giving or withholding of Approval, consent,
13 disapproval, confirmation, agreement or the like, any
14 withdrawal of an instruction, any examination of Design
15 Data and any checking of any setting out of any line or
16 level) on the part of the Engineer, the Engineer's
17 Representative, any assistant of the Engineer's
18 Representative duly appointed under Clause 2.4 or any
19 person authorised by the Engineer under Clause 2.5 shall
20 in any way relieve the Contractor from any liability,
21 responsibility, obligation or duty under the Contract or
22 (in the absence of an express order given pursuant to
23 Clause 79.1 or 79.4) constitute a Variation or
24 a Change."
25 Are you still with me?

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1 A. Yes.
2 Q. Whilst it might be thought to have legal connotations,
3 what I would suggest to you is that in practice, what it
4 means is that the contractor could not say, "Because the
5 engineer let me do it, I didn't have to follow [the
6 contractual procedures it had agreed to]." That's what
7 the clause is saying, isn't it?
8 A. Correct, I would agree with that.
9 Q. And in the event -- and I think this is something you
10 told my learned friend already -- we know, do we not,
11 that Leighton failed to submit all the RISC forms it
12 should have submitted timeously or in some cases at all?
13 A. That would be correct. Yes.
14 Q. As I think my learned friend Mr Pennicott predicted,
15 I do want to pick up one point with you, and that is
16 paragraph 50 of your report. If that could be put up on
17 the screen.
18 It's the bit that begins -- I think, the
19 pre-penultimate sentence or penultimate sentence: "It is
20 apparent that MTR did not take such action, even on one
21 occasion", and how I come to the interesting bit:
22 "Indeed, MTR did not raise the lack of RISC forms with
23 Leighton's management (other than by sending a single
24 email in 2015) until after the defects in the stitch
25 joints were identified (at which point they issued NCRs

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1 in relation to the outstanding RISC forms in the NAT and
2 SAT areas)."
3 Do you remember discussing that with my learned
4 friend Mr Pennicott?
5 A. I do, yes.
6 Q. If we could just remind ourselves of the joint statement
7 again. If you'd be kind enough to go to internal
8 page 5, which is the page where paragraph 16 can be
9 found.
10 If we look at that, do you recall discussing with
11 Mr Pennicott those bits that you disagreed with so far
12 as Mr Rowsell and Mr Huyghe were concerned?
13 A. Yes, I do.
14 Q. I've marked that the bit you disagreed to was that "MTR
15 continually requested that the RISC forms be provided"?
16 A. Yes, correct.
17 Q. Am I right in thinking that you have not troubled
18 yourself to look at the evidence that was given by the
19 various witnesses concerning that particular matter,
20 continual requests, during the part of the Inquiry that
21 took place in June/July of this year?
22 A. No. I think you are incorrect.
23 Q. Oh really? So you have reminded yourself of the
24 evidence?
25 A. The evidence that I've seen in relation to that,

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1 I think, was from Kit Chan.
2 Q. So that's the only bit you've troubled to look at, is
3 it?
4 A. I believe -- I apologise for the error in the
5 reference -- and I said the email in 2015. I've not
6 seen other evidence that showed continual communications
7 from MTR.
8 Q. Let me see if I can help you. Can we go to
9 file CA1/4.2. I've tried to alight upon a document
10 which refers to the evidence in one place, and this
11 happens to be MTR's closing submissions. Then, when
12 we're there, if we could go on to internal page 29, to
13 pick up paragraph 41.
14 Is this a document you've read before?
15 A. Yes, I believe it is. Yes.
16 Q. All right. Good. 41:
17 "Importantly, various members of MTR's CM team have,
18 on numerous occasions, made complaints and requests to
19 Leighton for the late/missing RISC forms, in an attempt
20 to address Leighton's persistently poor performance in
21 respect of RISC form submissions".
22 Then you will see, do you not, a whole number of
23 subparagraphs?
24 A. I do, yes.
25 Q. With references to various witnesses who came along to

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<p>1 assist the learned Commissioners in June and July this 2 year? 3 A. Correct, yes. 4 Q. One can see, can one not, that the reference to their 5 evidence is tied into footnotes which refer to, 6 principally, witness statements; do you see that? 7 A. Correct, yes. 8 Q. So 41.1: 9 "As early as 2014, MTR's SIOW at the time, Dick Kung 10 complained to Leighton's Kevin Harman about deficiencies 11 in the RISC form submissions, which prompted Leighton to 12 consider possible avenues for improvement". 13 And if we wanted, we could look up the footnotes. 14 Then 41.2 -- this is something you might have seen: 15 "Kit Chan, MTR's construction manager for 16 contract 1112 from November 2014 to May 2016, first 17 raised the issue with Leighton in or around May 2015, 18 and Leighton's Kevin Harman conducted investigations and 19 identified in a series of documents titled 'MTR 20 outstanding submission responses 5-week rolling view' 21 that Leighton was making 'late RISC submissions' 22 (item 36A) and 'not submitting RISC records inspection 23 requests' (item 36B). Leighton did not have any 24 immediate solution to resolve the problem, and the 25 planned dates for resolution were continuously</p>	<p>1 Then over the page to BB5198: 2 "I confirm that the items in the special request 3 register were raised by me for Leighton to deal with and 4 the issue of Leighton's poor performance in terms of 5 RISC form submissions was first raised in or about May 6 2015. Two general problems were identified ..." 7 Then we can see what we are and that's what we've 8 read in MTR's submissions. 9 And then 39: 10 "Initially, Leighton had envisaged that the problem 11 would be resolved soon. Although Leighton had 12 purportedly resolved item 36A on or about 19 August 13 2015, the problem of late submissions was in fact not 14 resolved and I understand that MTR's other witnesses 15 will give further evidence in relation thereto." 16 And we've got other references that we will look at 17 in a minute. 18 Then: 19 "In any event, item 36B (ie Leighton was 'not 20 submitting RISC records inspection requests') 21 persisted." 22 Then finally, for our purposes, 41: 23 "As shown in the special request for the cut-off 24 date of 19 May 2016 (at around the time when I left 25 contract 1112), the original planned date of resolving</p>
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<p>1 deferred". 2 Do you see that? 3 A. Yes. 4 Q. Then if we were to look at that particular footnote, 5 which is at BB8/5197. It starts at BB5187. Now, you 6 will see that this is a witness statement of Chan kit 7 Lam. Do I understand this is something you've read? 8 A. Yes, that's right. 9 Q. Then let's go on to BB5197 and pick up paragraph 36: 10 "Leighton's performance in RISC form submissions was 11 persistently poor, as its RISC form submissions were 12 either late or not being made at all. Indeed, I have 13 refreshed my memory with the aid of various documents 14 (as set out below) and I recall that this aspect of 15 Leighton's poor performance was a subject matter of 16 constant reminders to Leighton and I had specifically 17 raised the issue to Leighton's Kevin Harman. 18 37. Leighton was aware of MTR's dissatisfaction 19 with its RISC form submissions and assigned a group led 20 by Kevin Harman to look into the matter. The foregoing 21 is documented in a series of documents prepared by 22 Leighton titled 'MTR outstanding submission responses 23 5-week rolling view' and in particular the section 24 titled 'Kit Chan special request process control 25 register'."</p>	<p>1 item 36B was continuously deferred from 18 May 2015 to 2 30 April 2017, indicating that Leighton did not have any 3 immediate solution to resolve the problem. I understand 4 that MTR's witnesses will give further evidence as to 5 the complaints made to Leighton in respect of its poor 6 RISC form submissions." 7 Then going back, if we may, to the MTR final 8 submission we were looking at -- I think we had got to 9 paragraph 41.3: 10 "CK Cheung, an MTR ConE II, issued an email dated 11 15 May 2015 to Leighton's Roger Lai about late 12 submissions of RISC forms for the works at 1875 [then 13 the reference is given], pointing out that a one-month 14 delay in submitting RISC forms was unacceptable; 15 41.4. Sebastian Kong, MTR's graduate engineer at 16 the time with responsibility for the HHS area, said that 17 on a number of occasions he reminded Leighton's 18 Matthew Tse and Jeff Lii to submit the relevant RISC 19 forms for sign-off when he met them on site or spoke to 20 them over the phone, but Leighton failed to follow up on 21 those reminders". 22 Then over the page, and it's quite a long section 23 but it is important in the light of what you say, 24 Mr Wall -- 41.5: 25 "Tony Tang, MTR's inspector of works who was</p>

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1 responsible for the NAT area, made repeated oral
 2 complaints between 2016 and 2017 to Leighton's
 3 Henry Lai, Chan Hon Sun and Joe Tam. He also raised the
 4 issue with Kenneth Kong (MTR's senior inspector of works
 5 at the time), who issued an email to Leighton's
 6 representatives dated 24 May 2017 complaining about
 7 Leighton's failure to submit RISC forms for hold-point
 8 inspections at the NAT, SAT and HHS, and requested
 9 Leighton 'to take immediately [wrong spelling] follow-up
 10 action for this issue';
 11 41.6. Victor Tung, MTR's senior inspector of works
 12 II at the time who was responsible for the SAT and the
 13 HHS areas, created a number of WhatsApp groups to keep
 14 records and facilitate communication. For example, on
 15 30 June 2015, MTR attempted to chase Leighton for 'hard
 16 copy of inspection form' in the 'HHS 1875 ... [then we
 17 see the reference again]' and 'new underpass' groups,
 18 and similar complaints were made in the 'HHS inspection
 19 group'/'inspection group'.
 20 Then, finally, 41.7:
 21 "The Commission of Inquiry will no doubt recall that
 22 Leighton's witnesses' evidence given in
 23 cross-examination readily acknowledged the fact that
 24 complaints were in fact made by MTR, or that such
 25 complaints were made substantially earlier than

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1 Leighton's original position."
 2 Again, both of those references are footnoted.
 3 In the light of that, Mr Wall, and assuming that
 4 that submission based upon the evidence is accepted by
 5 the learned Commissioners, I trust you'd agree with me
 6 that Mr Rowsell and indeed Mr Huyghe were correct to
 7 agree that MTR continually requested that the RISC forms
 8 be provided; that would be right, would it not?
 9 A. I would say "continually verbally requested", I think,
 10 to complete the sentence.
 11 Q. Well, when we started, you didn't agree it was
 12 continually anything, did you? So now you say it's
 13 continually verbally?
 14 A. Well, I think it's important, I think, to distinguish --
 15 if somebody asked me verbally something repeatedly, then
 16 I would take it at one level of seriousness, whereas if
 17 people send me continual emails or letters, I would
 18 consider it separately. So I think in this period we've
 19 identified two emails.
 20 Q. I think we've done a bit better than that. We've done
 21 a bit better than that, haven't we, Mr Wall? If one
 22 goes back to paragraph 41, one can see that there are
 23 a host of documents which are referred to. That's
 24 right, isn't it?
 25 A. There are a host of witness statements but I believe

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1 there were two emails, one in 2015 and one in 2017.
 2 Q. Well, there we are.
 3 Now, in your report at paragraph 54, you say:
 4 "I disagree with Mr Rowsell's comment regarding the
 5 application of the RISC procedures. In my view,
 6 Leighton generally complied with the RISC procedures."
 7 Now, I've got to suggest that that's not correct, is
 8 it, certainly in terms of documentation?
 9 A. No, but I think I've distinguished that: that to me
 10 there's the inspection process itself and then there's
 11 the documentation or recording of that process.
 12 Q. That's right, because I think I would be right in
 13 saying, if we look at Mr Huyghe's presentation --
 14 perhaps we could look at that. It's ER, item 6.4, I'm
 15 told, and if we could go to slide 6 -- I hope that's the
 16 right one; yes, that's the one -- and here do you see
 17 a slide entitled, "Actual RISC form process adopted
 18 on site"?
 19 A. Yes, I do.
 20 Q. One can see, at the top, can one not, the process that
 21 Leightons ought to have adopted in accordance with their
 22 contractual obligations?
 23 A. Correct, yes.
 24 Q. Then, at the bottom, just so that certainly I understand
 25 this, we can see, can we not, what MTR's role in that

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1 process was?
 2 A. Correct, yes.
 3 Q. It's right, is it not, that so far as the process is
 4 concerned, what Mr Huyghe depicts as happening actually
 5 happened?
 6 A. That's my understanding, yes. Correct.
 7 Q. Thank you.
 8 It would be right, would it not, as Mr Huyghe told
 9 my learned friend Mr Shieh in his cross-examination, if
 10 you do not have a RISC form, you cannot update your
 11 quality programme?
 12 A. Sorry, can you clarify what you mean by "quality
 13 programme"?
 14 Q. Well, the quality programme for the work, to ensure that
 15 the work is being carried out in accordance with the
 16 requirements of the contract.
 17 A. Sorry, can I see the quality programme so I can
 18 understand what document we are referring to?
 19 Q. Well, the QAP; you must have looked at that before,
 20 quality assurance procedures?
 21 A. Yes.
 22 Q. And what Mr Huyghe says is that if you haven't got the
 23 RISC forms, that's one of the documents that you
 24 couldn't update to ensure that works are being carried
 25 out in accordance with the contract?

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<p>1 A. I disagree. The quality assurance procedure identifies 2 the process through which you should go for -- the 3 process that you should pass through for any particular 4 task. Having completed that task, you would not modify 5 that procedure; it remains a constant during the course 6 of the project. Unless there is some deficiency or 7 problem identified with it, in which case you would 8 revise it, resubmit it to the engineer for approval. 9 Q. I hear what you say about that. Let me try another 10 point on you. It would be right, would it not, that if 11 you do not have the RISC forms, you'd be unable to 12 update your RISC form register? 13 A. Correct. I would agree. 14 Q. Okay. Thanks. 15 Now, I'd like to look, if I may, at one or two 16 photographs of the defective stitch joints with you. 17 For that purpose, I would like to go, if I may, to 18 bundle DD15340. That's the first page. Then if we 19 could go to 15341, and if you could manage ... 20 (Document rotated by Secretariat) 21 Ah, splendid. If you look at the top right-hand 22 photograph -- perhaps I ought to say first: are these 23 photographs you have seen before, Mr Wall? 24 A. No, I don't recall. 25 Q. But presumably, if you look at the photograph, top</p>	<p>1 breaking-out process? Sorry, am I looking at the top 2 left? 3 Q. Top left. 4 A. Next to the gentleman with the hammer? 5 Q. What I'm told is that when the opening-up process 6 occurred, this is what the opening-up process revealed. 7 A. Then that's not what you would want to find. 8 Q. Good. I'm glad we've agreed that. 9 You are getting a picture, one more picture for you: 10 DD15344. If you look at the two bottom photographs, 11 again can I suggest, to use your term, it's not what you 12 would be wanting to find, is it? 13 A. That's correct. 14 Q. I'd be right in thinking, would I not, that you, 15 Mr Wall, would have expected Leightons' field 16 supervisors, their field inspectors, to have picked up 17 that sort of frankly appalling workmanship? 18 A. Yes, I would have expected this to have been picked up 19 during the inspection process. 20 Q. Well, first of all, given the state of that work, the 21 state of that work shouldn't even have been made 22 available, should it, for any formal hold-point 23 inspection process? I mean, it's just completely 24 defective? 25 A. I think that's a fair point.</p>
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<p>1 right-hand corner, this is taken in the stitch joint, 2 and it shows, does it not, a coupler which has not been 3 connected to the rebar? 4 A. That's correct, yes. 5 Q. And similarly, if we were to look in the bottom 6 right-hand corner, that also shows, does it not, 7 a coupler which has not been connected to the rebar? 8 A. That's correct, yes. 9 Q. Then if we go over the page to DD15342, and again if it 10 could be turned -- yes, I think that's slightly 11 better -- let's have a look at the bottom right. Again 12 we can see there, can we not, not only that the couplers 13 have not been connected to the rebars, but there's also 14 a substantial offset between the coupler and the rebars 15 in question? 16 A. That's correct. 17 Q. If we go to 15343, and look at the top left-hand 18 photograph, we there see, do we not, unconnected rebar; 19 correct? 20 CHAIRMAN: Sorry, the left-hand side? 21 A. It looks like a rebar that's been saw-cut to me. 22 MR BOULDING: Saw-cut? Well, it shouldn't look like that, 23 should it, Mr Wall? 24 A. No, but I'm -- it's unclear whether this is -- this 25 damage -- I don't know, has this occurred during the</p>	<p>1 Q. And that sort of defective work ought to have been 2 picked up, should it not, during the installation 3 process as well by Leightons' workers? 4 A. Yes. 5 Q. Now, from your perspective, as a project management 6 expert, if you'd seen what we've just seen -- tapered 7 bars not screwed in, couplers not aligned, missing 8 couplers -- what steps would you have taken? 9 A. Is this prior -- during the process of the works or 10 prior to -- 11 Q. During the process of the works. 12 A. I think, at the very least, I would have raised an NCR 13 to start with. I would have wanted to know who was 14 supervising that part of the works. 15 Q. You say you would have raised an NCR. This is 16 an internal NCR within Leighton, is it? 17 A. If I was a Leighton employee, then yes, I would have 18 raised an NCR, and I would have expected the MTRC 19 supervisors to have done the same. 20 Q. And, if you'd have seen this, I rather suggest that 21 someone may well have got a kick up the bottom? 22 A. Yes. I think that would be one way of putting it, yes. 23 MR BOULDING: Sir, I'm just about to go on to something 24 else. I see it's almost 1.00. If that would be 25 a convenient moment.</p>

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<p>1 CHAIRMAN: Yes. Certainly. 2 I don't know if Mr Pennicott has mentioned to you -- 3 MR PENNICOTT: I haven't, sir. Perhaps everybody can 4 indicate -- Mr Boulding can indicate how much longer and 5 other counsel could indicate, because I know we want to 6 finish around 4.00 or 4.30, if at all possible, this 7 afternoon. 8 CHAIRMAN: Yes. 9 MR BOULDING: Half an hour/45 minutes. 10 CHAIRMAN: All right. Fine. And? 11 MR KHAW: Half an hour. 12 CHAIRMAN: Okay. Mr Shieh? Difficult to say, of course. 13 Mr Clayton, I'm so sorry. 14 MR CLAYTON: You were quite right, sir. I have no questions 15 at the moment. 16 CHAIRMAN: Please forgive me. No rudeness was intended. 17 Mr Shieh? 18 MR SHIEH: So far, any scope for re-examination is limited. 19 CHAIRMAN: All right. Good. 20 MR PENNICOTT: Sir, we will take a view to see where we've 21 got to at the end of Mr Wall's evidence, but I may be 22 reluctant to call Mr Rowsell this afternoon, simply on 23 the basis we're not sitting tomorrow. 24 CHAIRMAN: No. 25 MR PENNICOTT: And if we're going to not finish Mr Rowsell</p>	<p>1 the stitch joints? 2 A. Yes. 3 Q. The transcript records that one of the things you'd have 4 done as an expert project manager is to have ensured 5 that Leightons issued an NCR in such circumstances. Do 6 you remember giving me that answer? 7 A. Yes, correct. 8 Q. And presumably you, as a project management expert, 9 would not only have ensured that an NCR was issued, you 10 would have also seen that it was closed out, would you 11 not? 12 A. Absolutely. When I say "raised", I mean raised the 13 process, followed through and closed out. 14 Q. I thought you did, and of course closed out before the 15 work in question was offered up for any further 16 hold-point inspection? 17 A. Correct. 18 Q. Thank you. And you will know, will you not, that 19 Leightons' evidence is that the failure to provide RISC 20 forms timeously or in some cases at all was due to the 21 fact that their engineers were constantly busy and fully 22 occupied? You have read that evidence, have you? 23 A. I have read evidence where engineers have said they were 24 busy and had a heavy workload. I don't recall, off the 25 top of my head, someone saying, "I was busy, therefore</p>
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<p>1 then I'd rather not start him. But let's see where we 2 get to. 3 CHAIRMAN: The only reason I ask is that I would need to 4 leave, as indicated, fairly early. There's a religious 5 obligation I have tomorrow, it's a very solemn one for 6 the Jewish faith, and the day always starts the evening 7 before and ends the evening of the day, so I have to be 8 in situ by about 6.00 this evening. 9 MR BOULDING: It sounds like a very good party, sir! 10 CHAIRMAN: Unfortunately, the whole object of this day is 11 the exact opposite of a party, but I'll accept your 12 sympathy! 13 Shall we start at 2.15? 14 MR PENNICOTT: Yes, sir. 15 CHAIRMAN: 2.15. Thank you. 16 (1.00 pm) 17 (The luncheon adjournment) 18 (2.19 pm) 19 MR BOULDING: Good afternoon, Chairman. Good afternoon, 20 Prof Hansford. 21 And good afternoon, Mr Wall. 22 A. Good afternoon. 23 Q. We were discussing RISC forms before we broke for the 24 luncheon adjournment and do you recall we were looking 25 together at one or two photographs of defective work in</p>	<p>1 I did not submit a RISC form." 2 Q. Okay. Let's just see if we can assist you in that 3 respect. If you could go, please, to tab 10 at CC6498. 4 Here I hope we've got the first page of a witness 5 statement from a Mr Daniel Teoh; do you see that? 6 A. Yes, I do. 7 Q. If we look at paragraph 1 we can see he was a Leighton 8 employee, indeed a sub-agent; do you see that? 9 A. Yes. 10 Q. Then if you would be kind enough to go over to 6502, 11 I want to start at paragraph 23, please: 12 "I knew during the period of construction of the HHS 13 that some of the RISC forms of the formal inspections in 14 the HHS had not been completed by the frontline 15 engineers in my team. Mr Victor Tung, MTR's senior IOW, 16 spoke to me a few times during that period and told me 17 that some of the frontline engineers in the HHS were 18 behind in submitting their RISC forms. Shortly after 19 Victor spoke with me, I instructed my team to get their 20 RISC forms up to date. During those discussions, 21 I recall that members of my team confirmed that they had 22 fallen behind in submitting RISC forms because they were 23 spending all of their time doing more urgent work such 24 as supervising the works and conducting inspections." 25 Is that something you have read before?</p>

Page 93	1 A. Yes, now that rings a bell, yes. 2 Q. Good. Then paragraph 24, just for good measure: 3 "When I left the project in November 2016, I did not 4 know how many RISC forms were outstanding for the formal 5 inspections in my areas of the HHS. I had assumed that 6 other supervisors in Leighton would follow up with my 7 engineers if any were not completed." 8 Let's have a look at another one. Raymond Tsoi. 9 This is CC3795, starting at 3790. 10 Raymond Tsoi, you will see from paragraph 1 he was 11 an engineer employed by Leighton. Is this a witness 12 statement you've seen before? 13 A. I believe so, yes. 14 Q. You don't think so? 15 A. No, I believe I have seen it. 16 Q. All right. Let's have a look at 3795, paragraph 20, 17 please: 18 "The reason why I did not submit those RISC forms is 19 that I was constantly busy supervising the works in 20 order to meet the progress, completing inspections and 21 attending to other necessary tasks such as all sorts of 22 paperwork and coordination to avoid ... delay to the 23 works, but not limited to the SAT EWL area. I did not 24 have time to prepare all of the RISC forms and review 25 those which I had issued in order to consider if I had
Page 94	1 missed any." 2 So you recall that now? 3 A. Yes. 4 Q. Then perhaps another one because I want to be fair to 5 you. If we could go to CC3814, perhaps starting at 6 3809. There do you see a statement from Mr Jeff Lii -- 7 A. Yes. 8 Q. -- senior engineer, paragraph 1? 9 Have you read this before? 10 A. I believe so, yes. 11 Q. Let's go over to 3814, if we can. Paragraph 21 -- 12 perhaps picking up paragraph 20 to put it in context: 13 "I acknowledge that I did not submit some of the 14 RISC forms for the formal inspections for rebar fixing 15 and pre-pour checks in the HHS that I conducted with 16 MTR's engineers ..." 17 But then, giving the reason, 21: 18 "I therefore proceeded to arrange and conduct these 19 formal inspections before I had the chance to submit the 20 RISC forms. I was very busy during my time working on 21 the project. I was fully occupied supervising the 22 works, completing inspections and attending to other ... 23 tasks. While I had intended to complete the outstanding 24 RISC forms, I did not have the chance to attend to this 25 task before I left the project."
Page 95	1 Is that something you've read before? 2 A. Yes. 3 Q. Perhaps one or two more. CC3824, please. Picking it up 4 at 3818, just so that Mr Wall can see who is giving this 5 evidence: Mr Alan Yeung there. Do you see his first 6 witness statement? 7 A. Yes. 8 Q. Paragraph 1: senior engineer. 9 Do you recall seeing this witness statement before? 10 A. Possibly. The name doesn't ring a bell but -- 11 Q. Doesn't ring a bell. Let's see if I can ring a bell. 12 Go to 3824, paragraph 22: 13 "I tried my best to submit RISC forms for all formal 14 inspections but I must have forgotten to submit the ones 15 that are outstanding. I was constantly busy supervising 16 the works, completing inspections and attending to other 17 necessary tasks. For this reason, I did not have time 18 to review all of the RISC forms that I had issued in 19 order to consider if I had missed any of them." 20 Do you recall reading that? 21 A. Yes. 22 Q. Then perhaps just one more. Let's have a look at 23 Mr Ronald Leung, CC3832, starting at 3828. 24 A. Yes, I've got that. 25 Q. Do you recall reading this?
Page 96	1 A. Yes, I recognise Ronald's name. 2 Q. You can see he's a site agent in paragraph 1. 3 A. Yes. 4 Q. Then if you would go over to 3832 -- paragraph 19: 5 "I did not know during the period of construction of 6 the HHS that some of the RISC forms of the formal 7 inspections in the HHS had not been completed by the 8 frontline engineers in my team. It was only brought to 9 my attention a few weeks after the construction after 10 the HHS had been completed. In particular, MTR's senior 11 inspector of works (Mr Tung) told me at that time that 12 some of my team members still needed to complete some of 13 the RISC forms for the formal inspections that had been 14 completed for the HHS works. Victor spoke to me on two 15 further occasions to remind me to get my team members to 16 complete the RISC forms. On each occasion that Victor 17 spoke with me about this matter, I told my team to 18 submit any outstanding RISC forms. I also asked my team 19 at that time why they had not completed some of their 20 RISC forms promptly. They informed me that they were 21 very busy and had to prioritise their substantive work 22 (ie conducting routine and formal inspections of the 23 works, supervising the sub-contractors et cetera) 24 instead of completing their RISC forms." 25 So, in the light of that evidence, and I could go on

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<p>1 if you wanted, it is in fact the case, is it not, that 2 Leightons' evidence that their failure to provide the 3 RISC forms timeously or at all was due to the fact that 4 their engineers were constantly busy, fully occupied, 5 working on other things? 6 A. That's the position of the engineers, yes. 7 Q. And this, I suggest, was an issue of under-resourcing on 8 the part of Leighton; correct? 9 A. I can't comment on that. 10 Q. Well, you're a project management expert. If it be the 11 case that these engineers, sub-agents and the like are 12 saying that they were too busy doing other things to 13 fill in the RISC forms, it follows, does it not, that 14 Leightons have not provided enough resources to do it? 15 A. Not necessarily. What I'm saying is I can't objectively 16 opine on whether they were too busy or they were 17 inefficient. 18 Q. I'm not asking you to. I'm just asking you to look at 19 your client's evidence. Evidence is ultimately a matter 20 for the Commission of Inquiry, but if that evidence is 21 accepted, that they were too busy, they were occupied 22 doing other things, can I suggest to you, from a project 23 management perspective, it looks as though that aspect 24 of the works was under-resourced by Leightons, doesn't 25 it?</p>	<p>1 not, and the fact that Leightons were not properly 2 resourced, that it must have been a conscious decision 3 on Leightons' part not to comply fully or in some cases 4 at all with the RISC form procedure? That must follow, 5 mustn't it? 6 MR SHIEH: Can I just clarify one point, because it says 7 "a conscious decision on Leightons' part". Is my 8 learned friend asking about Leighton's engineers or 9 certain other people in Leighton? Because "Leightons' 10 part" could well be ambiguous. 11 MR BOULDING: I will rephrase the question. I don't accept 12 it was ambiguous. 13 The people we are looking at here, their witness 14 statements, it shows, does it not, firstly that they 15 were aware of their obligation to comply with the RISC 16 form procedure? 17 A. That's correct. They were aware of the need to submit 18 the RISC forms, yes. 19 Q. And in circumstances where they were too busy, 20 preoccupied with doing other things, they took, did they 21 not, a conscious decision not to comply with the RISC 22 form procedure? 23 A. Well, as individuals, they prioritise their tasks and, 24 yes, the RISC form -- the submission of the paperwork 25 for the RISC form was de-prioritised.</p>
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<p>1 A. It appears, based on their statement, that that's the 2 case, yes. 3 Q. Okay. And, as a result of that under-resourcing, it 4 also appears to be the case, does it not, that Leightons 5 took a conscious decision not to comply fully or indeed 6 in some cases at all with the RISC form procedure? That 7 must follow, mustn't it? 8 A. You'll have to explain that further for me. I don't 9 quite -- 10 Q. We've got quite a few Leighton witnesses here who were 11 responsible for RISC forms; correct? 12 A. Correct. 13 Q. And we've seen, have we not, that they said that they 14 were busy, occupied doing other things, too busy to fill 15 them in; correct? 16 A. Correct. 17 Q. And you've agreed with me that that seems to be 18 a resource problem, correct, from Leightons' 19 perspective? 20 A. Based on the statements that witness -- 21 Q. Based on the statements. 22 A. Correct. 23 Q. And we all have to go on the statements, Mr Wall. 24 A. Correct. 25 Q. It follows from what we see in the statements, does it</p>	<p>1 Q. And that de-prioritising was part of a conscious 2 decision, I suggest, by the individuals in question. 3 MR SHIEH: Is that is not a matter of submission rather than 4 project management expert opinion? 5 MR BOULDING: I can see that my learned friend is rather 6 sensitive at this particular line of questioning, but in 7 my submission there is nothing wrong with that 8 particular question. 9 CHAIRMAN: Yes, you may ask the question. 10 MR BOULDING: Thank you. 11 And that de-prioritisation was part of a conscious 12 decision, I suggest, by the individuals in question. 13 A. Yes. Obviously, by prioritising their work, they made 14 a conscious decision how they are prioritising their 15 work, obviously. 16 Q. That's right. 17 Have you seen the evidence of MTR's Mr Victor Tung? 18 A. I believe I have, yes. 19 Q. Let's have a look at that. BB5248, please. There do 20 you see the front page of Mr Victor Tung's statement? 21 A. Yes, I do. 22 Q. Is this a statement you have read before? 23 A. I believe it is, yes. 24 Q. Good. 25 Then if we could go on to BB5254, and look at</p>

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<p>1 paragraph 32 together: 2 "The records in the HHS inspection group and 3 inspection group paint the following general picture 4 [WhatsApp screen captures]: 5 (1) I and my colleagues had to chase Leighton to 6 submit RISC forms; 7 (2) There were occasions, for example for drainage 8 pipe air tests, where I had provided all relevant 9 inspection data to Leighton's Lam Wai Chung and reminded 10 him to submit the requisite RISC forms; 11 (3) Leighton would often inform me of the location 12 to be inspected on date (the ad hoc hold-point 13 inspections referred to earlier) with a promise that the 14 relevant RISC form would follow; 15 (4) In purported compliance with my request to 16 provide a formal written record of a request for 17 inspection ..., Leighton would on occasions send through 18 a photograph by WhatsApp of a RISC form to be submitted 19 and treat the photograph as a formal request for 20 inspection; 21 (5) on one occasion in December 2015, Leighton sent 22 over to me four months' worth of RISC forms in one go 23 for me to fill out." 24 Just pausing there, from a project management 25 perspective, that's not the sort of modus operandi that</p>	<p>1 A. Sorry, what should not have created an impression? 2 Q. This evidence. 3 A. Oh, okay. 4 Q. Let me start again. 5 As Mr Huyghe told the Commission of Inquiry by 6 reference to this evidence, Mr Tung's evidence, from 7 a project management perspective this evidence should 8 not have created an impression within Leighton that the 9 RISC forms were not a priority for MTR. It should not, 10 should it? 11 A. Sorry, I'm still not clear what evidence -- you refer to 12 the WhatsApp message from Victor or -- 13 Q. The evidence generally in paragraph 32. 14 Perhaps it would assist you if I take you to what 15 Mr Huyghe said. If you would be kind enough to go to 16 the transcript for Day 16. You've had the opportunity 17 to read this transcript, have you, Mr Wall? 18 A. I have, yes. 19 Q. Splendid. If we could go to -- I think we can pick it 20 up at page 124, and you will see there, from line 7, 21 that Mr Huyghe is being referred to Mr Tung's witness 22 statement, the same witness statement I've just taken 23 you to. 24 A. Yes. 25 Q. I don't need to read it all, but if you look down at the</p>
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<p>1 you would approve of, is it? 2 A. No, it's not. 3 Q. I didn't think you would. Then, reading on: 4 "In relation to the last matter, despite the fact 5 that a substantial number of RISC forms were sent by 6 Leighton to me in one lot, I was able to confirm that 7 the requisite hold-point inspections had taken place and 8 that the inspection results were satisfactory based on 9 the WhatsApp and photo records that I had personally 10 kept. It was, however, a time-consuming and cumbersome 11 exercise and not satisfactory. That prompted me to send 12 Leighton a WhatsApp message requesting them to make sure 13 RISC forms were present at the time of the inspections." 14 Now, I think you mentioned that you have read the 15 transcript of Mr Huyghe's evidence on Friday, I think, 16 of last week; is that correct? 17 A. That's correct, yes. 18 Q. Mr Huyghe told the Commission of Inquiry, by reference 19 to Mr Tung's evidence, that from a project management 20 perspective it should not have created an impression 21 within Leighton that the RISC forms were not a priority 22 for MTR. Do you remember Mr Huyghe giving that 23 evidence? 24 A. Sorry, who do you mean by "it"? 25 Q. It should not have created an impression --</p>	<p>1 bottom of the page, you will see that Mr Huyghe is 2 referred to paragraph 32; do you see that? 3 A. Yes. 4 Q. The very same paragraph I have just been discussing with 5 you. 6 A. Yes. 7 Q. You'll see over the page, page 125, top of the page, 8 that I ask him to read that paragraph to himself; do you 9 see that? 10 A. Yes. 11 Q. He reads all the way down to the bottom, and then I put 12 the question at line 11: 13 "Now, assuming that evidence is accepted by the 14 Commission of Inquiry, from a project management 15 perspective, do you have a view as to whether what 16 Mr Tung said and did should have created an impression 17 on the part of Leighton that RISC forms were not a 18 priority for MTR?" 19 Do you see that question? 20 A. I do, yes. 21 Q. Then Mr Huyghe said, "No." 22 Presumably, you would agree with Mr Huyghe's answer 23 there, would you not, Mr Wall? 24 A. No, I wouldn't. I think as I said this morning, this 25 continuing tolerance of carrying out inspections,</p>

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<p>1 responding to WhatsApp messages, on the part of MTR, for 2 me gave an impression that the RISC forms were not 3 a priority, despite Mr Tung's assurances to the 4 contrary. 5 Q. But the one thing we are able to agree, are we not, is 6 that there was certainly no evidence of an official 7 relaxation of the RISC form procedure? 8 A. Correct. I would agree with that. 9 Q. We looked, did we not, earlier today at clause 2.9 of 10 the Conditions of Contract, which effectively says 11 anything the engineer says or does does not allow the 12 contractor to ignore its contractual obligations? 13 A. Correct, yes. 14 Q. We've seen evidence from one or two of the witness 15 statements that Leighton were promising, individuals 16 from Leighton were promising, that the RISC forms would 17 be produced; you've seen that evidence? 18 A. I have, yes. 19 Q. And presumably you would accept that MTR should have 20 been able to rely upon those promises? 21 A. That would be a reasonable assumption, yes. 22 Q. Can I suggest that when Leighton finally realised that 23 it was not going to be able to comply with its 24 contractual obligations concerning the RISC form 25 process, that from a project management perspective what</p>	<p>1 If we could go to paragraph 34, here we can see, can we 2 not, that Mr Huyghe is talking about this method 3 statement and the provisions of appendix Z2. Do you see 4 that? 5 A. I do, yes. 6 Q. If you would be kind enough to look at the penultimate 7 sentence and the last sentence. He says: 8 "However, in this case where the couplers used under 9 contract 1111 and contract 1112 are different, it would 10 be necessary to have a specific method statement 11 covering the stitch joints in question. In fact, it is 12 important to point out that Leighton did not fully carry 13 out its interface obligations as set out in table Z2.1.2 14 exchange of design information [then he gives 15 a reference] as enclosed in appendix Z2 of PS (see 16 below)." 17 So if we can scroll down slightly. Splendid. There 18 we've got the relevant extract from Z2, have we not, 19 Mr Wall? 20 A. We have, yes. 21 Q. This is something you have expressed a view on. We can 22 see the interface item number, and firstly what the 1111 23 contractor is supposed to do; do you see that? 24 A. Yes. 25 Q. Then what the 1112 contractor is supposed to do;</p>
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<p>1 it ought to have done is to have set up a joint meeting 2 with MTR, with a view to coming up with an alternative 3 formalised process so far as the RISC forms were 4 concerned? 5 A. Yes. If they were satisfied that they were not able to 6 fulfil that obligation, and that that obligation would 7 be strictly enforced, then I would agree with you. 8 Q. Okay. Now, I wonder whether we can discuss interface 9 management. My notes tell me that I need to have a look 10 at paragraph 47 of your report. 11 Here you say: 12 "I disagree with Mr Rowsell's statement that the 13 absence of a method statement specific to the stitch 14 joints is a failure to deliver the contract 15 requirements." 16 So, whilst you are disagreeing with Mr Rowsell, 17 I nevertheless take up the cudgel on his behalf, and you 18 say: 19 "There is no explicit provision in appendix Z2 of 20 the particular specification that requires a distinct 21 method statement to be provided for the stitch joints." 22 Do you see that? 23 A. Correct, yes. 24 Q. I wonder if we can have a look at Mr Huyghe's report, 25 first report, at paragraph 34. That is ER(COI2)1_6/10.</p>	<p>1 correct? 2 A. Correct. 3 Q. And of course that's Leighton. And: 4 "To review and take into account of the information 5 provided by 1111 contractor in his construction sequence 6 and method statement for contract 1112." 7 Then "Purpose of interface": 8 "To review and confirm the information for planning 9 the sequence and method statement at the interface 10 location." 11 I suggest that that makes it plain that a method 12 statement was indeed required in respect of the stitch 13 joints? 14 A. I disagree. I think this -- to me, all this requires is 15 a particular level of detail in relation to the stitch 16 joint. I don't see any obligation to provide a distinct 17 method statement for the stitch joint, which was the 18 point that I made in my report. 19 Q. Well, if you were talking about the interface location 20 between contract 1111 and 1112, one of the interface 21 locations would be at the stitch joint, wouldn't it? 22 A. It would. 23 Q. It would. And can I not suggest that it's as plain as 24 a pikestaff that what this provision says is that the 25 method statement should take that into account and</p>

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<p>1 indeed provide for it?</p> <p>2 A. I think that's what I've said, but what I've said is</p> <p>3 that it doesn't need to be a distinct document.</p> <p>4 Q. Well, if it wasn't a distinct document, what would it</p> <p>5 be?</p> <p>6 A. It would still be a method statement.</p> <p>7 Q. It would still be a method statement, but you are</p> <p>8 disagreeing with me?</p> <p>9 A. Well, no. The point that I made was that appendix Z2</p> <p>10 requires the production of a method statement. As far</p> <p>11 as I would interpret things, it does not require</p> <p>12 a distinct method statement or a separate method</p> <p>13 statement for the stitch joint works. To me, that's</p> <p>14 reading or adding in something into the specification</p> <p>15 that's not explicitly there.</p> <p>16 Q. But, from a project management perspective, you would</p> <p>17 have to accept, would you not, that that is one of the</p> <p>18 most important matters at the interface between</p> <p>19 1111/1112?</p> <p>20 A. Correct, and I think I've made that point in my report,</p> <p>21 that the method statement should include an appropriate</p> <p>22 level of detail for the stitch joint, but it doesn't</p> <p>23 have to be a distinct document.</p> <p>24 Q. Right. And of course there are other provisions in the</p> <p>25 contract, I suggest, which are to the effect that the</p>	<p>1 method statement which is submitted by the contractor,</p> <p>2 here Leighton, does indeed contain the agreed and</p> <p>3 finalised interface details with contract 1111,</p> <p>4 including at the stitch joints?</p> <p>5 A. Correct, yes.</p> <p>6 Q. Perhaps just one more. If we look at C2291, and here we</p> <p>7 are in another section of the Particular Specification,</p> <p>8 Mr Wall, P28, "Construction submissions and records"; do</p> <p>9 you see that?</p> <p>10 A. Yes.</p> <p>11 Q. Is this a part of the contract that you've had</p> <p>12 an opportunity to look at before?</p> <p>13 A. Yes, I believe it is.</p> <p>14 Q. Then P28.3:</p> <p>15 "The Contractor shall be responsible for the</p> <p>16 production of detailed method statements and submission</p> <p>17 to the Engineer for approval. The Contractor shall</p> <p>18 allow in his method statements for the coordination of</p> <p>19 inputs provided by the Designated and Interfacing</p> <p>20 Contractors."</p> <p>21 I would be right in thinking, would I not, that</p> <p>22 an interfacing contractor would in fact be Gammon on</p> <p>23 contract 1111?</p> <p>24 A. That would be correct, yes.</p> <p>25 Q. Then we can see for ourselves what each method statement</p>
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<p>1 1112 contractor, Leightons, ought to have provided</p> <p>2 a method statement in these circumstances.</p> <p>3 I wonder if I can refer you to the Particular</p> <p>4 Specification. C2158. There do you see the Particular</p> <p>5 Specification?</p> <p>6 A. Yes.</p> <p>7 Q. You've seen that document before, have you, Mr Wall?</p> <p>8 A. Yes.</p> <p>9 Q. That's just to pick up the front sheet. If you would be</p> <p>10 kind enough to go on to C2209. There do you see</p> <p>11 a section headed, "Design responsibility"?</p> <p>12 A. Yes.</p> <p>13 Q. Then over the page, C2213, would you be kind enough to</p> <p>14 look at clause P7.3.17:</p> <p>15 "The Contractor shall submit the tunnel construction</p> <p>16 method statement and design drawings for the station and</p> <p>17 associated tunnels or ducts adjacent to the</p> <p>18 Contract 1111 within 3 months of Date for Commencement</p> <p>19 for Approval and Contract 1111 review, and shall</p> <p>20 coordinate with the Engineer and Contract 1111 to agree</p> <p>21 and finalise the interface details."</p> <p>22 A. Yes.</p> <p>23 Q. Is that a provision you were aware of?</p> <p>24 A. Yes.</p> <p>25 Q. Can I suggest that you would reasonably expect any</p>	<p>1 needs to include.</p> <p>2 Now, staying with method statements, I think one of</p> <p>3 the points you make in paragraph 112 of your report --</p> <p>4 there you say that the requirement for method statements</p> <p>5 was not enforced by MTR during the administration of the</p> <p>6 works. Do you see that view you've expressed there?</p> <p>7 A. Correct, yes.</p> <p>8 Q. But it would be right, would it not, having regard to</p> <p>9 our earlier discussion concerning clause 2.9 of the</p> <p>10 Conditions of Contract, that the mere fact, if it be</p> <p>11 correct, that MTR did not enforce the requirement for</p> <p>12 a method statement, that that would not exonerate the</p> <p>13 contractor from his contractual obligation to provide</p> <p>14 one?</p> <p>15 A. That's correct.</p> <p>16 Q. As Mr Huyghe opines in paragraph 25 of his second</p> <p>17 report -- perhaps we could just have a quick look at</p> <p>18 that. It's ER(COI2)1_6.3. Then if we could go to</p> <p>19 page 7, and if you would be kind enough to look at</p> <p>20 paragraph 25, the first sentence:</p> <p>21 "In the event that Leighton had prepared a method</p> <p>22 statement dealing specifically with the way in which the</p> <p>23 couplers had to be installed at the stitch joints, in my</p> <p>24 view this would have enabled all parties to have the</p> <p>25 information to provide proper inspections."</p>

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1 Now, I assume that that is a statement with which
2 you'd agree, Mr Wall?
3 A. Not entirely. To me, the proper inspections would arise
4 from an appropriately constructed inspection and test
5 plan, not from a method statement.
6 Q. But what I suggest that Mr Huyghe is saying is that had
7 the method statement been prepared, the parties would
8 have had the information to know what they were looking
9 for. If I put it that way, presumably you would agree
10 with that, because they've got a method statement, it
11 sets out what should be at the interface; they can look
12 at it and say, "Have I got this or haven't I got this?"
13 That's something you'd go along with, is it not?
14 A. Yes, that's a reasonable point, yes.
15 Q. Then just one point that I would like to pick up with
16 you. Mr Huyghe's first report, please, at
17 paragraph 128. It's the third sentence. Do you see
18 where Mr Huyghe says:
19 "In Leighton's closing submissions at paragraph 48,
20 Leighton acknowledges that its staff by their attendance
21 at the interface meetings ought to have known that
22 Gammon's couplers were Lenton type couplers but,
23 unfortunately, omitted to pass such information to
24 Henry Lai who was the responsible engineer. It is,
25 therefore, my opinion that the procedures and systems

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1 put in place by Leighton were inadequate for effective
2 interface management since there was no reliable method
3 to handle transmitting specific design information for
4 each interface point."
5 I assume that you would agree with Mr Huyghe's
6 opinion there, Mr Wall?
7 A. Sorry, can we scroll up to -- can I read that section
8 again?
9 Q. Of course you can:
10 "In Leighton's closing submissions at paragraph 48,
11 Leighton acknowledges that its staff by their attendance
12 at the interface meetings ought to have known that
13 Gammon's couplers were Lenton type couplers but,
14 unfortunately, omitted to pass such information to
15 Henry Lai who was the responsible engineer."
16 So that's what Leightons told the learned
17 Commissioners. Then Mr Huyghe says or opines:
18 "It is, therefore, my opinion that the procedures
19 and systems put in place by Leighton were inadequate for
20 effective interface management since there was no
21 reliable method to handle transmitting specific design
22 information for each interface point."
23 A. I think I would say there -- to me, there are two issues
24 here. There's possibly -- or there seems to be a lack
25 of detail in the permanent works design drawings as well

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1 as a breakdown in the transmission of information.
2 Q. Right. I'll come to the drawings in due course, but
3 thank you for that answer.
4 If I can look at paragraph 64 of your report. Here,
5 once again, you are responding to Mr Rowsell but I will
6 take up the cudgel on his behalf:
7 "64. While I agree that the inspection procedure
8 has some good components, I am of the opinion that it
9 could be improved further so as to ensure that all
10 parties were aware of the number of RISC forms that
11 would be expected prior to the commencement of
12 particular activities. This could readily be dealt with
13 by the relevant method statements. I understand that
14 Leighton has now implemented such an arrangement within
15 its own enhanced quality assurance procedures."
16 It's right, is it not, that under the contract
17 Leighton was responsible for devising the construction
18 sequence and the hold points involved in the
19 construction of the work?
20 A. That's correct, yes.
21 Q. In those circumstances, can I suggest, in both
22 contractual and practical terms, Leightons was in the
23 best position, firstly, to provide specific details as
24 to the number of RISC forms anticipated for a particular
25 activity?

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1 A. Correct. I think we discussed that with Mr Chairman
2 this morning.
3 Q. Good. Well, I've got the same answer twice, I hope.
4 And secondly produce a register to track the status
5 of such forms and hold points?
6 A. Correct, yes.
7 Q. Thank you.
8 Just to pick a point up on full-time and continuous
9 supervision -- I don't want to spend too long on it --
10 paragraph 73. You say:
11 "I note Mr Rowsell's reference to the supervision
12 ratio specified under clause G3.9.1 of the General
13 Specification. However, I would highlight that this
14 supervision ratio relates to health and safety and not
15 quality assurance matters."
16 Now, first of all, insofar as the clause G3.9 was in
17 the General Specification, that formed part of
18 Leighton's contract, did it not?
19 A. It did.
20 Q. Can I suggest to you that wherever that clause were
21 found, if it was part of Leighton's contract, from
22 a project management perspective, you would expect the
23 contractor, Leighton, to comply with it?
24 A. I think we need to be very careful here in terms of how
25 we define "supervisor". If you go to the contract, then

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1 I would venture that there are two types of supervisor.
 2 We have our TCP supervisors who are dealing with
 3 quality, the coupler installations, et cetera; but also
 4 the contract defined "supervisors" as everyone from
 5 a ganger man upwards.
 6 So I'm sure the Commission would not accept that
 7 gangers are responsible for achieving our one-to-ten
 8 ratio.
 9 So I think, to me, this G3.9.1 refers to safety, and
 10 supervisors under that umbrella is gangers, foremen,
 11 et cetera, all the way up the line, whereas I think if
 12 we are talking about coupler installation, then we are
 13 talking about the TCP supervisors.
 14 So I think there is a clear distinction in the
 15 contract between the two types of supervisor.
 16 Q. I think, as the point was made this morning, we may well
 17 be getting into contract interpretation here, as to what
 18 a particular clause means, but once one has established
 19 what the clause means, you would accept that the fact
 20 that it is in the General Specification, the health and
 21 safety section, would not mean that Leighton did not
 22 have to comply with it? Whatever it means, Leighton
 23 would have to comply with it, wouldn't they?
 24 A. Correct, yes, they would have to comply with that
 25 requirement.

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1 Q. Thank you.
 2 Then in 78(a) of your report, here you are
 3 referring, in 78(a), to Mr Rowsell's second report at
 4 paragraph 52(a), and you say:
 5 "I doubt that the lack of knowledge in the
 6 inspection teams of the different types of couplers that
 7 would be used at the stitch joints in the NAT would have
 8 contributed negatively to the reinforcement inspections
 9 at the stitch joints."
 10 Then you express your opinion:
 11 "I am of the opinion that such lack of knowledge in
 12 the inspection teams for the stitch joints primarily
 13 stems from a lack of interface coordination, in
 14 particular with respect to the lack of adequate detail
 15 contained on the construction drawings."
 16 Now, do I understand you correctly to be referring
 17 to the fact that the construction drawings did not
 18 specify the brand of coupler?
 19 A. Well, the brand and type of coupler, yes.
 20 Q. Yes, the brand and type. But can I suggest to you that
 21 it's perfectly normal just to state "coupler" on the
 22 drawing, leaving it to the contractor to choose the
 23 brand and type of coupler and get it approved as part of
 24 his material submission? That's perfectly normal, isn't
 25 it?

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1 A. I would say, if these are items that are within --
 2 intra-project rather than inter-project, then I would
 3 agree with you, yes.
 4 Q. What do you mean by "intra-project"?
 5 A. As in, if there are couplers that are placed within
 6 a project for some reason, as specified by the designer,
 7 then I would agree that you can just have a General
 8 Specification in relation to couplers. Where you have
 9 external interfaces with other projects, I think that it
 10 is good practice and prudent to specify exactly what the
 11 types of couplers are, either in the original design
 12 drawings or that detail should be included in the
 13 as-built construction drawings.
 14 Q. Let's just see if we can close this one out. Could you
 15 go to the General Specification for Civil Engineering
 16 Works, which is G6464.
 17 Is this a document you've looked at before, Mr Wall?
 18 A. Yes, I believe it is.
 19 Q. Splendid. Over the page, 6465, "General Specification
 20 for Civil Engineering Works". And down at 10.5, do you
 21 see the heading "Reinforcement connectors"?
 22 A. Yes, I do.
 23 Q. And a reinforcement connector is, is it not, a coupler?
 24 A. Correct, yes.
 25 Q. And we can see it says:

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1 "Reinforcement connectors shall be a proprietary
 2 type approved by the Engineer."
 3 Do you see that?
 4 A. Yes.
 5 Q. Then if we go on to 6501, "Samples of materials":
 6 "Unless otherwise permitted by the Engineer, samples
 7 of the following proposed materials shall be submitted
 8 to the Engineer for Approval at the same time as the
 9 general particulars and certificates of the material are
 10 submitted ..."
 11 Then (b) suffices for my purpose, "reinforcement
 12 connectors".
 13 A. Yes.
 14 Q. So that's telling the contractor what he has to do, is
 15 it not?
 16 A. It is, yes.
 17 Q. Then if we look at C3, at C2158, here we've got the
 18 Particular Specification working document; do you see
 19 that?
 20 A. Yes.
 21 Q. This again, I suspect, is a document you've had the
 22 opportunity to read before?
 23 A. Yes, I believe it is.
 24 Q. Splendid. If we go on to C2313, there do you see the
 25 heading "Standard, proprietary products, materials and

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<p>1 workmanship"?</p> <p>2 A. Yes.</p> <p>3 Q. Then if you would be kind enough to cast your eye down</p> <p>4 to the bottom of the page, P45.8:</p> <p>5 "The Contractor shall submit samples of all products</p> <p>6 and materials as may reasonably be directed by the</p> <p>7 Engineer, and shall not confirm orders until Approval</p> <p>8 has been obtained. Approved samples shall be kept on</p> <p>9 the Site for comparison with material used in the Works.</p> <p>10 At the times when there is a choice of materials, colour</p> <p>11 or texture, samples shall be submitted for Approval."</p> <p>12 Then I think perhaps one further document and then</p> <p>13 I'll seek to make my point to you. If you would be kind</p> <p>14 enough to go to C5 at C3549.</p> <p>15 Start at 3545, just so Mr Wall knows exactly what</p> <p>16 we're talking about. There we've got the materials and</p> <p>17 workmanship specification; correct?</p> <p>18 A. Yes.</p> <p>19 Q. Again, a document you've seen?</p> <p>20 A. I believe so, yes.</p> <p>21 Q. Good. If you would be kind enough to cast your eye at</p> <p>22 1.2, under section 1, "Standards and testing", do you</p> <p>23 see "Supply of materials"?</p> <p>24 A. Yes.</p> <p>25 Q. Then clause (2):</p>	<p>1 not at an interface point, then absolutely he should</p> <p>2 make all these submissions, gain approval, should not</p> <p>3 commence procurement until materials are approved. But</p> <p>4 where there is an interface with a completed piece of</p> <p>5 work, to me it's incumbent on the designer to specify</p> <p>6 what couplers had been used for that completed piece of</p> <p>7 work.</p> <p>8 Q. What couplers had been used for the completed works?</p> <p>9 A. Correct, yes.</p> <p>10 Q. So we're not talking about the initial drawings for the</p> <p>11 works here, you're not criticising those?</p> <p>12 A. For the Leighton contract, no.</p> <p>13 Q. Good.</p> <p>14 Now, 78(b) of your report. This is where you take</p> <p>15 issue, I believe, with Mr Rowsell's comments concerning</p> <p>16 lack of training in the mechanical fitting of couplers</p> <p>17 and the need for different types of reinforcement bars;</p> <p>18 that's correct, isn't it?</p> <p>19 A. Yes.</p> <p>20 Q. You say:</p> <p>21 "I find it difficult to accept that a lack of</p> <p>22 training in the mechanical fitting of couplers</p> <p>23 contributed to inadequate inspections, as the idea and</p> <p>24 functioning of a coupler is a simple matter and not</p> <p>25 sufficiently complex that it should require technical</p>
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<p>1 "The Contractor shall submit to the Engineer for</p> <p>2 Approval details of the proposed materials and suppliers</p> <p>3 of materials to be incorporated into the Permanent</p> <p>4 Works. The Contractor shall supply to the Engineer two</p> <p>5 copies in English of the manufacturer's current</p> <p>6 instructions and explanatory brochures for all</p> <p>7 proprietary materials, at least four weeks prior to the</p> <p>8 use of the materials in the Works, unless otherwise</p> <p>9 stated, under cover of a completed materials submission</p> <p>10 form, see Appendix 1.2 for required format and details."</p> <p>11 In those circumstances, what I suggest is that where</p> <p>12 the coupler was to be supplied by the contractor and</p> <p>13 approval sought in respect thereof, it is perfectly</p> <p>14 understandable that the construction drawings did not</p> <p>15 specify the brand of coupler, because that was to be</p> <p>16 proposed by the contractor to the engineer for approval.</p> <p>17 A. I think my -- sorry, my point was that it was at the</p> <p>18 interface. Correct me if I am wrong, contract 1112 was</p> <p>19 tying into a completed piece of work. My point was that</p> <p>20 the drawings for that completed piece of work should</p> <p>21 have specified what couplers had been used, so there was</p> <p>22 no uncertainty as to what submission should have been</p> <p>23 made.</p> <p>24 I agree with you completely that if the contractor</p> <p>25 is choosing to use couplers within his own project, ie</p>	<p>1 training. Notwithstanding, the issue of how couplers</p> <p>2 that have been damaged or clogged with concrete should</p> <p>3 be dealt with may well require training."</p> <p>4 You will know, won't you, that training by BOSA was</p> <p>5 in fact organised?</p> <p>6 A. I believe it was, yes.</p> <p>7 Q. And you will have seen, I assume, a witness statement</p> <p>8 from Mr Paulino Lim of BOSA; correct?</p> <p>9 A. The name doesn't ring a bell, but I've ...</p> <p>10 Q. I don't want to take you unawares. Let's go to H44824.</p> <p>11 There we see the first page.</p> <p>12 Then if you would be kind enough to go to H44826,</p> <p>13 and here is the relevant extract from his witness</p> <p>14 statement which he put before the learned Commissioners.</p> <p>15 Do you see question 5:</p> <p>16 "Please briefly describe your roles and</p> <p>17 responsibilities for the site works."</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. Have you seen this witness statement before?</p> <p>21 A. No, I don't believe I have, no.</p> <p>22 Q. Okay. You can see in his answer to that, can you not,</p> <p>23 that he says what he was responsible for and what he did</p> <p>24 so far as coupler training was concerned; correct?</p> <p>25 A. Yes.</p>

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<p>1 Q. Splendid.</p> <p>2 Now, have you had an opportunity to see what</p> <p>3 Leighton's witnesses said about the Leighton quality</p> <p>4 supervision plan for the installation of rebars and</p> <p>5 couplers in part 1 of the Commission of Inquiry?</p> <p>6 A. I can't remember the contents of that, I'm afraid.</p> <p>7 Q. Let me just see if I can remind you. If you would be</p> <p>8 kind enough to go to transcript Day 19 -- this is part 1</p> <p>9 of the Inquiry -- at page 26, please.</p> <p>10 Picking it up at line 13, Mr Pennicott questions</p> <p>11 a Mr Chan:</p> <p>12 "Mr Pennicott: Yes. Let me put it again.</p> <p>13 There's a document, Mr Chan, called a quality</p> <p>14 supervision plan, and there is such a document that</p> <p>15 specifically relates to the installation of couplers and</p> <p>16 rebar. Is that a document that you are familiar with?</p> <p>17 Answer: I never [seen] this document."</p> <p>18 Then the top of the page, 27, he reiterates that</p> <p>19 point:</p> <p>20 "Yes, I see that, but I have not seen it before."</p> <p>21 Then if we go to Mr Leung, transcript Day 20, start</p> <p>22 at page 6, and you can pick up from page 5 that it's</p> <p>23 Mr Leung giving evidence here. Line 10 -- going on to</p> <p>24 page 6 for my purposes, line 8, he is asked:</p> <p>25 "Are you familiar with and have you heard of the</p>	<p>1 Question: So is this the first time you've seen it?</p> <p>2 Answer: Just now, when Mr Leung was giving</p> <p>3 evidence, I also saw this document.</p> <p>4 Question: That's a very accurate answer, if you</p> <p>5 were sat outside. It's the second time you've seen it</p> <p>6 then?</p> <p>7 Answer: Yes.</p> <p>8 Question: Was the first time you saw it this</p> <p>9 morning?</p> <p>10 Answer: Yes, you can put it that way."</p> <p>11 Then transcript Day 21, page 13, and here Mr Mok of</p> <p>12 Leighton is giving evidence, that's line 3:</p> <p>13 "Mr Mok, back in 2013, when you were working on the</p> <p>14 diaphragm wall works and signing these documents, were</p> <p>15 you aware of a document called the site supervision</p> <p>16 plan?</p> <p>17 Answer: Back in 2013? Yes, I was aware of this</p> <p>18 document.</p> <p>19 Question: Were you shown it, back in 2013?</p> <p>20 Answer: No. No, because there was no need for me</p> <p>21 to be one of the parties to TCPs, so I did not see</p> <p>22 [this] document at that time.</p> <p>23 Question: Right. Did you see it subsequently?</p> <p>24 Answer: Subsequently, no, not really, not the</p> <p>25 actual document.</p>
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<p>1 quality supervision plan in relation to the fixing and</p> <p>2 installation of couplers?</p> <p>3 Answer: I have no recollection of that.</p> <p>4 Question: Could I ask you, please, to be shown H9,</p> <p>5 page 4265.</p> <p>6 You will see, Mr Leung, at page 4265, a document</p> <p>7 headed, 'Quality supervision plan on enhanced site</p> <p>8 supervision & independent audit checking by MTRC &</p> <p>9 registered contractor for installation of couplers'; do</p> <p>10 you see that?</p> <p>11 Answer: Yes, I see it.</p> <p>12 Question: Is this a document you've seen before?</p> <p>13 Answer: I have not seen it before."</p> <p>14 Staying on Day 20, go to page 29, if you would be so</p> <p>15 kind. Here Mr Ip of Leighton is being questioned.</p> <p>16 Line 18:</p> <p>17 "Question: Okay. Can I ask you this, Mr Ip: have</p> <p>18 you heard of the quality supervision plan, specifically</p> <p>19 in relation to the installation of couplers?</p> <p>20 Answer: During the works period, I have not heard</p> <p>21 of it. It's only recently that I heard about QSP."</p> <p>22 Then further down, on page 30, he's taken to</p> <p>23 a document, 4265:</p> <p>24 "Did you take an opportunity to read it?</p> <p>25 Answer: No.</p>	<p>1 Question: Okay. There's also something known as a</p> <p>2 quality supervision plan, QSP. Is that a document you</p> <p>3 were aware of back in 2013?</p> <p>4 Answer: Back in 2013, I did not know what a QSP was</p> <p>5 referring to."</p> <p>6 Then perhaps just one more, transcript Day 22,</p> <p>7 page 24, Mr Man -- page 24, line 10, and it looks as</p> <p>8 though it's Mr Pennicott again:</p> <p>9 "Mr Man, a question I've been asking a lot of</p> <p>10 witnesses: have you heard of the site supervision plan?</p> <p>11 Answer: (In English) Sorry, SSP?</p> <p>12 Question: Yes.</p> <p>13 Answer: (In English) SSP? Yes.</p> <p>14 (Via interpreter) Yes, I've heard about it.</p> <p>15 Question: Is it a document you've read?</p> <p>16 Answer: No, not at that time.</p> <p>17 Question: That was my next question: you didn't</p> <p>18 read the site supervision plan, you weren't shown it</p> <p>19 back in 2015?</p> <p>20 Answer: Yes.</p> <p>21 Question: It's a document you only recently read?</p> <p>22 Answer: Yes.</p> <p>23 Question: Would I also be right in thinking that so</p> <p>24 far as the quality supervision plan is concerned, the</p> <p>25 QSP, that was also not a document that you were shown or</p>

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1 read back in 2015?
 2 Answer: Correct.
 3 Question: Have you read the quality supervision
 4 plan recently?
 5 Answer: Yes, recently."
 6 Now, I could go on, Mr Wall, but that will suffice
 7 for my purpose. Would you accept that that evidence
 8 shows a clear lack of training so far as Leighton's
 9 staff is concerned?
 10 A. To me, that shows a lack of awareness of the quality
 11 supervision plan.
 12 Q. Yes, and that's because they've not been properly
 13 trained so far as the QSP is concerned, is it not?
 14 A. Sorry, I don't quite follow the connection. That's the
 15 lack of awareness of a particular document.
 16 Q. But that is the document that is being used on site, the
 17 document that's being used on site in order to set out
 18 what needs to be done so far as the installation of
 19 rebars and couplers are concerned; that's right, isn't
 20 it?
 21 A. But, correct me if I'm wrong, these gentlemen are
 22 frontline staff, are they not?
 23 Q. Yes, that's right, and therefore -- sorry.
 24 A. I would not be surprised that they were not aware of the
 25 QSP. I think a more pertinent question would be: are

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1 the contents of the QSP accurately reflected in the ITPs
 2 and are they aware of the contents of the ITPs? I would
 3 not expect these guys to be aware of documents at
 4 a higher level than that, personally, but just from
 5 a practical perspective.
 6 Q. That does surprise me, Mr Wall. Perhaps I can just put
 7 what Mr Huyghe says about this. If you would be kind
 8 enough to go to ER(CO12)1_6.3 at page 8. He says:
 9 "I also consider that inadequate training and the
 10 lack of awareness of Leighton's frontline staff of the
 11 different couplers used at the stitch joints and the
 12 different supervision/inspection requirements relating
 13 thereto have contributed to the works at the stitch
 14 joints not being performed in accordance with the
 15 contract and the defects not being identified or
 16 rectified at the time of the works."
 17 What I suggest to you, Mr Wall, is that in the light
 18 of the evidence we've seen, that opinion is indeed
 19 perfectly justified.
 20 A. I disagree. I think the photographs that you showed me
 21 this morning where a coupler is not even connected to
 22 a threaded bar -- I think one doesn't really need
 23 training to realise that that is not correct. So
 24 I disagree that there's an issue with training.
 25 Q. Would you not agree that if Leighton's relevant

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1 personnel had been properly trained, at least the
 2 prospect of those very serious defects we saw in the
 3 photographs being allowed to occur in practice, the
 4 prospect should be reduced?
 5 A. No. I disagree that there's a connection between what
 6 we saw in the photographs this morning and training of
 7 installation of couplers. I think it's patently obvious
 8 from those couplers, I think, that they are not
 9 connected in any way, shape or form. It's not that they
 10 have been carried out inappropriately. So no,
 11 I disagree, I'm afraid.
 12 MR BOULDING: Thank you, Mr Wall. I have no further
 13 questions for you.
 14 WITNESS: Okay. Thank you, Mr Boulding.
 15 CHAIRMAN: Sorry, on that one, if I can just take it one
 16 step further -- might it not have been the case that
 17 because the one set of threading was tapered and the
 18 other set of threading wasn't, recognising that you
 19 couldn't make the connection, they didn't make the
 20 connection at all? So, to that extent --
 21 A. I would accept there's a need for training, perhaps,
 22 of -- to educate people that there are tapered bars,
 23 non-tapered bars, pinned bars; there are various ways of
 24 forming coupling joints. But, to me, that is different
 25 from being trained on installing a particular type of

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1 coupler. And I've not seen the training material from
 2 BOSA so I can't comment as to whether those issues were
 3 covered.
 4 CHAIRMAN: Okay. Thank you. Thank you, Mr Wall.
 5 Cross-examination by MR KHAW
 6 MR KHAW: Good afternoon, Mr Wall. Just a few questions
 7 from the government.
 8 If I can take you to your report, paragraph 15 of
 9 your report, internal page 4, where you disagree with
 10 Mr Rowsell's interpretation of "full-time and continuous
 11 supervision", and then you go on to say that you
 12 acknowledge that the obligation to provide full-time and
 13 continuous supervision only applies to couplers that are
 14 subject to a ductility requirement.
 15 A. Yes.
 16 Q. So am I right in saying that according to what you said,
 17 there should be a difference in terms of the level of
 18 supervision between couplers which are subject to
 19 ductile requirement and couplers which are not subject
 20 to ductile requirement?
 21 A. To me, there's a difference in the supervision
 22 requirement for couplers that are specified as ductile
 23 and those that are not specified as ductile.
 24 Q. Right. If I can just take you to some evidence given by
 25 Mr Holden of Leighton. It's transcript Day 8, page 129.

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<p>1 Maybe I should start from 128, when Mr Holden was under 2 cross-examination by Mr Chow for the government. 3 Line 18, question: 4 "-- for the time being. Just park this for the 5 moment. What I am more concerned with at this stage is 6 in terms of the level of supervision that is required to 7 be provided in the execution of these couplers, the 8 additional couplers that Leighton used. 9 I'm sure you are aware that in, for example, the 10 platform slabs between -- within the station area, the 11 platform slab and the diaphragm wall we have ductile 12 couplers being used? 13 Answer: In some locations, not in all. I believe 14 in the diaphragm wall there is a clear requirement for 15 ductile couplers, but the slab 2 diaphragm wall, not 16 exactly clear what the requirement is. 17 Question: And you are aware -- or are you aware of 18 the specific requirements in terms of supervision 19 imposed by the government in relation to the 20 installation of the ductile couplers? 21 Answer: Ductile and non-ductile, yes. Ductile, 22 yes. 23 Question: Also non-ductile couplers, there is also 24 a certain level of supervision required for those 25 non-ductile couplers as well?</p>	<p>1 it would be difficult to verify whether and also how 2 inspection work had in fact been carried out, and you 3 agreed with him; is that right? 4 A. It would be difficult, yes, or harder, yes. 5 Q. Yes. And Mr Boulding also showed you certain pictures, 6 photographs, in relation to the disconnection of 7 couplers on both sides of the stitch joints, and we have 8 seen that; do you remember that? 9 A. Yes. 10 Q. Perhaps, just for the record, we can have a look at 11 DD14/15340, and just to refresh our memory -- the next 12 page, sorry. Yes. I think we have seen some of the 13 pictures showing the disconnection. 14 If we can go back to your report. First of all, 15 would you agree that having seen such disconnection of 16 the couplers on both sides of the stitch joints as shown 17 in the photographs that we have looked at, these defects 18 are things which are not difficult to spot; would you 19 agree? 20 A. Correct. I would agree. 21 Q. So if the personnel or the supervisor or the engineer 22 on site did their job properly, it should have been 23 spotted? 24 A. I think I would say yes, with the caveat, I think as 25 I said this morning, that I believe a number of these</p>
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<p>1 Answer: I understand. 2 Question: From my recollection, although it is a 3 lower level of supervision, we still need the contractor 4 to provide full-time supervision and need the contractor 5 to assign a specific person as the quality control 6 coordinator? 7 Answer: Sure." 8 If we can pause here. Did you have a chance to look 9 at Mr Holden's evidence in this respect in relation to 10 the ductile and non-ductile couplers? 11 A. I don't -- I'm afraid I don't recall. 12 Q. So do you agree with him that even for non-ductile 13 couplers, there's still in requirement that contractor 14 would need to provide full-time supervision? 15 A. I understand that that's the case, yes. 16 Q. Right. 17 If I can then take you to have a look at your 18 paragraphs 54 and 55, internal page 12. There, 19 I believe you emphasise the distinction between the 20 inspection itself and also the documentation relating to 21 the inspection. Do you remember that? 22 A. Yes, correct. 23 Q. Before the lunch break today, Mr Boulding, I believe you 24 recall, asked you a question as a general proposition, 25 whether you agree that in the absence of the RISC forms</p>	<p>1 places were very congested, and I think it is possible 2 that some of these bars were perhaps on lower mats or 3 where there was double mat reinforcement. It may have 4 been the case that it was not possible to see this 5 reinforcement. But if it was on the surface, then 6 certainly it should have been immediately visible. 7 Q. So it depends on where they were located? 8 A. Correct. 9 Q. I think you have made that point in your report as well. 10 A. Yes, and the need to possibly review the approach for 11 ITPs. 12 Q. Right. If I can then take you to one part of your 13 report. Paragraph 71. I think earlier on you were 14 asked about this paragraph, and in the last sentence you 15 said: 16 "In my opinion, they are not a cause for concern and 17 are consistent with the level of defects that one would 18 expect to emerge during the course of a large 19 construction project." 20 Now, having seen the photographs that we've looked 21 at regarding the disconnection of the couplers on the 22 stitch joints, would you still maintain this statement 23 or you would qualify this statement? 24 A. I would qualify and say I think the defect itself is 25 a cause for concern, but their prevalence is, yes, not</p>

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1 unusual on a project of this scale.
2 Q. "Not unusual", but would you still say that it's
3 something that one would expect to emerge, in the normal
4 course of events?
5 CHAIRMAN: Sorry, I'm having difficulty. Hasn't that been
6 answered? If he's saying, "It's not unusual to see
7 this", then he would expect to see it? Sorry, Mr Khaw,
8 I may have got the wrong end of your question. He says:
9 the defect itself is a cause for concern, but their
10 prevalence, not unusual.
11 Then your question was: so you say it's something
12 that one would expect to merge?
13 But if he's already said its prevalence is not
14 unusual, then -- maybe you wouldn't expect it but it
15 wouldn't be a surprise?
16 MR KHAW: I'll move on. Perhaps I will go --
17 MR PENNICOTT: Perhaps, if Mr Khaw is moving on, I asked
18 Mr Wall some questions about this specific paragraph
19 this morning, and I thought he had agreed with me that
20 the comments didn't relate specifically to the stitch
21 joints; he was just making a broad comment of the
22 project as a whole, but in relation to the stitch
23 joints, these comments were not appropriate.
24 CHAIRMAN: He said totally unacceptable. Yes. That's as
25 I understood it, yes.

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1 MR KHAW: Yes. If I can then take you to your paragraph 78,
2 subparagraph (i), internal page 18, where you I believe
3 referred to Mr Rowsell's second report, where he said:
4 "doubt has been expressed as to whether some
5 inspections actually took place".
6 Then you said:
7 "I disagree with Mr Rowsell's comment. I have seen
8 no evidence that would support a view that there is
9 doubt as to whether inspections took place or not."
10 Pausing here, again having seen the photographs we
11 just looked at, would you still maintain that statement
12 or would you qualify this statement?
13 A. I'm afraid I can't comment on whether those works were
14 inspected or were not. As I say, without knowing where
15 that reinforcement is in the mat, it's difficult to say.
16 If it's at the surface, I would be surprised if it had
17 been inspected.
18 Q. Right. So would it be fair to say that at least having
19 looked at the pictures, it is reasonable to at least --
20 for one to cast doubt on whether inspections actually
21 took place or not?
22 A. For that location, yes.
23 Q. For those locations where defects were discovered?
24 A. Correct, yes.
25 Q. Thank you. Sorry, if I can go back to your

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1 paragraph 71. In the middle, you said:
2 "In practice, defects in the reinforcement were
3 confined to isolated locations at the stitch joints in
4 the NAT and minor works in the HHS (ie the VRV room)."
5 That is -- I believe it's the air-conditioning
6 system.
7 A. Yes.
8 Q. Again, if we can pause here and look at one document.
9 It's BB8/5789. This is an email from the MTR to
10 Leighton in respect of a defect of rebar fixing at VRV
11 unit footing, dated 30 June 2017.
12 Have you seen this before?
13 A. I don't recall seeing that before.
14 Q. Fine. We can look at it now. It says:
15 "Please note that the rebar inspection was rejected
16 this pm for the remaining footing at VRV unit, due to
17 incomplete fixing of the coupler, refer to the attached
18 photographs. More than half of the coupler at the B1
19 rebar were not properly fixed. Your engineer did not
20 rectify the defects and decided to cast concrete anyway.
21 It is also note[d] that general cleaning inspection was
22 not arranged with our IOW before pouring concrete. This
23 is unacceptable.
24 Please follow up and advise your remedial action."
25 Then we can have a look at the photographs below,

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1 and we can see at page 5793 that the coupling work was
2 not fully done; do you see that?
3 A. Yes.
4 Q. If we look at the evidence from MTR in relation to the
5 complaints regarding defects found at VRV room, would
6 you still maintain your statement in your report that
7 the defects actually in the VRV room are minor?
8 A. Sorry, can I go back to my report, please?
9 Q. Yes.
10 MR PENNICOTT: Paragraph 71.
11 A. Yes, looking at this reinforcement detail, it seems to
12 be a relatively minor defect, to me, notwithstanding
13 I would have expected an NCR to be raised and the work
14 to be broken out and corrected, if it had been poured
15 without approval.
16 MR KHAW: Right, but notwithstanding the complaint that more
17 than half of the coupler at the B1 rebar were not
18 properly fixed, you still maintain your view that this
19 is not a serious problem?
20 A. I think the fact that the rebar is not properly fixed --
21 yes, it's a serious problem, not acceptable; it needs to
22 be broken out and repaired.
23 Q. I believe Mr Boulding has discussed with you the
24 question of training in your paragraph 78(b) at internal
25 page 17; do you remember that?

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<p>1 A. Yes, I do.</p> <p>2 Q. Where you say, I think:</p> <p>3 "I find it difficult to accept that a lack of</p> <p>4 training in the mechanical fitting of couplers</p> <p>5 contributed to inadequate inspections ..."</p> <p>6 If we can then look at the joint statement,</p> <p>7 paragraph 27, page 7. Paragraph 27 says:</p> <p>8 "In relation to RISC form and inspection procedures,</p> <p>9 we recognise that MTRCL has been considering and</p> <p>10 developing improved procedures. We consider that the</p> <p>11 most important aspects of the procedures which require</p> <p>12 improvement to address the project management issues</p> <p>13 considered by the Extended Inquiry are:</p> <p>14 ...</p> <p>15 (b) Review its training strategies and plans to</p> <p>16 ensure that staff are provided with the necessary</p> <p>17 training required to perform their roles effectively.</p> <p>18 Training systems should be used to verify that</p> <p>19 individuals have the required skills, competences and</p> <p>20 experience to perform allocated roles and duties."</p> <p>21 So despite what you said about training in your</p> <p>22 report, in your joint statement you do recognise the</p> <p>23 need to review the training strategies and plans to</p> <p>24 ensure that people assigned with the jobs would know how</p> <p>25 to do their jobs properly?</p>	<p>1 which is the primary purpose of the hold-point</p> <p>2 inspection; would you agree?</p> <p>3 A. So -- well, so for this I would distinguish between</p> <p>4 inspection quality and inspection accuracy. So I think</p> <p>5 you can have a high-quality inspection based on</p> <p>6 an out-of-date drawing. Obviously then you are</p> <p>7 constructing something that is not correct. But that</p> <p>8 doesn't mean that the inspection itself is a poor</p> <p>9 quality inspection. So I think it's important to draw</p> <p>10 that conclusion.</p> <p>11 But I would agree that not having up-to-date</p> <p>12 drawings results in a risk of you constructing something</p> <p>13 which is incorrect.</p> <p>14 Q. Yes, but I believe in your joint statement with the</p> <p>15 other experts, paragraph 27(d), I believe you have</p> <p>16 agreed that there's a need to review the arrangements</p> <p>17 "for future projects to ensure site staff are provided</p> <p>18 with the latest working drawings and to ensure that all</p> <p>19 staff have ready access to them [in order] to support</p> <p>20 reliable surveillance and inspection of the works."</p> <p>21 A. Absolutely. So, in that respect, as I just said, that's</p> <p>22 to ensure that the works inspected are accurately</p> <p>23 inspected.</p> <p>24 Q. Yes. So, in that sense, there is a connection between</p> <p>25 the availability of the working drawings and the</p>
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<p>1 A. Yes. To clarify, the report I believe was specifically</p> <p>2 related to couplers. Our comment in 27(b) in the joint</p> <p>3 statement is training in general, be that awareness of</p> <p>4 the importance of QA procedures, when to raise NCRs,</p> <p>5 et cetera, so the whole broadbrush and, I think as we</p> <p>6 said at the end, the importance of skill mapping to make</p> <p>7 sure that the appropriate staff are placed in the</p> <p>8 appropriate place.</p> <p>9 Q. And training regarding what actually should be inspected</p> <p>10 when it comes to, for example, inspection of coupling</p> <p>11 works would certainly be included as part of the</p> <p>12 training that you've just referred us to?</p> <p>13 A. Yes, that would be something reasonable to include.</p> <p>14 Q. Thank you.</p> <p>15 Your paragraph 78 again, subparagraph (h), which</p> <p>16 talks about "lack of availability of the latest working</p> <p>17 drawings to all staff", and then you said:</p> <p>18 "I disagree with Mr Rowsell's view that the</p> <p>19 availability of drawings is related to inspection</p> <p>20 quality. As noted, I do not consider there is a notable</p> <p>21 problem with the inspections ..."</p> <p>22 Just as a general proposition, would you agree that</p> <p>23 if the inspection staff do not have copies of the latest</p> <p>24 working drawings, it will be difficult for them to</p> <p>25 ensure that work has been constructed as per the design,</p>	<p>1 inspection quality; would you agree?</p> <p>2 A. No. As I said, I think inspection quality and accuracy</p> <p>3 are related, but I think it's important to -- it may</p> <p>4 sound as though I'm splitting hairs, but I think it's</p> <p>5 important to distinguish between the two, that just</p> <p>6 because you have an out-of-date drawing does not</p> <p>7 necessarily mean that the inspection you've carried out</p> <p>8 is of poor quality. Your formwork can be clean,</p> <p>9 couplers screwed in, reinforcement tied properly, all</p> <p>10 the right diameter bars in place, based on the</p> <p>11 information that you have. So, to me, that's</p> <p>12 a high-quality inspection, performed to the best ability</p> <p>13 and best knowledge of the person carrying out the work.</p> <p>14 However, if they have an out-of-date drawing,</p> <p>15 obviously there is a problem with the inspection from</p> <p>16 a technical detail perspective, but it doesn't mean to</p> <p>17 say that it's a low-quality inspection. And</p> <p>18 I appreciate that we are possibly talking around the</p> <p>19 same point, but I do think it's important to distinguish</p> <p>20 the two.</p> <p>21 Q. I hear what you've said.</p> <p>22 Perhaps finally your paragraph 99.</p> <p>23 COMMISSIONER HANSFORD: Sorry, I don't quite understand --</p> <p>24 what would be the point of a high-quality inspection of</p> <p>25 the wrong thing?</p>

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<p>1 A. I think the simple answer would be there would be no 2 point. It would still be a flawed inspection. But 3 I think we were talking earlier about the quality of 4 inspections, so people's ability to understand whether 5 bars are inserted properly, their ability to review 6 reinforcement, their ability to check that the formwork 7 is clean, et cetera. To me, that is one thing. So are 8 there technical -- are they up to the requisite 9 technical standard in terms of reviewing the 10 reinforcement based on the information that they have? 11 COMMISSIONER HANSFORD: So the wrong bars could be installed 12 correctly? 13 A. Correct. So that would -- to me, that's -- as I say, we 14 may be talking around both sides of the same point. So, 15 to me, that doesn't make it a low-quality inspection. 16 That makes it an inaccurate inspection because they have 17 been provided with the wrong information. So the person 18 doing the job, the carrying out of the inspection, he or 19 she has done everything correctly, to the best of their 20 ability, complied with the specification. The problem 21 has arisen with the kind of management process in that 22 they have not been given the right drawing to ensure 23 that they have inspected the works accurately. 24 COMMISSIONER HANSFORD: But, as a hold-point inspection, 25 Mr Wall, it would have limited value, wouldn't it?</p>	<p>1 I believe MTRC already has auditing procedures in place 2 to ensure contractors' compliance with these QA plans. 3 So I would see these two mechanisms working 4 together, providing MTRC a facility to ensure 5 compliance. 6 MR KHAW: Thank you, Mr Wall. I have no further questions. 7 WITNESS: Thank you. 8 MR CLAYTON: I have no questions, sir. 9 MR SHIEH: Instead of having a break and then coming back, 10 I think I might as well get through with my 11 re-examination, because it will be extremely short. 12 CHAIRMAN: I think that's probably the best way. Thank you. 13 Re-examination by MR SHIEH 14 MR SHIEH: Mr Wall, you remember just now you were asked by 15 Mr Boulding about certain evidence of Leighton engineers 16 and when they were asked about their knowledge about the 17 QSP? 18 A. Yes, I recall that. 19 Q. It's at page [draft] 127 onwards. I don't think I need 20 to turn that up. You were asked about whether the 21 evidence showed that the Leighton personnel were aware 22 of or had knowledge of or were trained in the QSP? 23 A. Yes. 24 Q. Do you remember that -- 25 A. I remember that, yes.</p>
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<p>1 A. Yes, it would have no value at all. Yes, it would be 2 very problematic. 3 COMMISSIONER HANSFORD: Thank you. 4 MR KHAW: Then finally your paragraph 99, where you said: 5 "... I am of the opinion that MTRC already has 6 procedure in place to enable it to monitor the delivery 7 of reinforcement through the contractors QA procedures. 8 Compliance with these procedures could be ensured 9 through MTRCL's existing QA procedures." 10 Now, in this case, we know that -- in fact, we know 11 from Leighton's own admission that about 7 per cent of 12 the reinforcement had not been sampled and tested as per 13 the requirements of CS2. You know about that? 14 A. Yes. 15 Q. So in fact it's not something discovered by MTRCL. So 16 can you tell us more about this procedure in place which 17 would enable MTRCL to monitor the delivery of 18 reinforcement that you mention in paragraph 99? 19 A. So where I'm coming from here is that the contractor 20 produces his QA plan at the beginning of the project and 21 that is subject to approval by the engineer. So there 22 is an avenue or a opportunity there for the engineer to 23 insist that there are opportunities, for want of 24 a better phrase, in that QA procedure, to enable him to 25 check when materials are delivered to site. And</p>	<p>1 Q. Are you aware that in this case there is a dispute as to 2 whether the QSP is applicable under the relevant 3 instrument to certain zones or areas? 4 A. Yes. I'm aware there's an issue. 5 Q. Are you aware that the issue turns on whether or not 6 there is a ductility requirement applicable to -- 7 A. Correct, yes, I'm aware of that. 8 Q. -- the area in question? So your view is that the QSP 9 would only be applicable in a situation where the area 10 in question is subject to a ductility requirement? 11 A. Where that ductility requirement has been specified, 12 yes. 13 Q. Specified where? 14 A. In the drawings. 15 Q. So you are aware that there's an issue concerning -- 16 A. Yes. 17 Q. -- the QSP, where it applies, and the condition for that 18 applying? 19 A. Yes. 20 MR SHIEH: Thank you very much. I have no further 21 questions. 22 (Tribunal conferring) 23 CHAIRMAN: Mr Wall, thank you very much indeed. Your 24 evidence is now completed so there is no need for you to 25 return. Again, thank you for all your assistance in</p>

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1 this matter.
2 WITNESS: Thank you.
3 (The witness was released)
4 CHAIRMAN: Good. So we adjourn for today.
5 MR PENNICOTT: Yes, I think so, sir. Certainly having had
6 a word with one or two of my counsel colleagues at
7 lunchtime, I think there's common ground that even if we
8 were to start Mr Rowsell, we certainly wouldn't finish
9 him this afternoon by a reasonable time.
10 CHAIRMAN: No.
11 MR PENNICOTT: So I think there is a general feeling that we
12 should adjourn now and return at 10 o'clock on Thursday
13 morning.
14 CHAIRMAN: Good. Thank you all very much.
15 (3.52 pm)
16 (The hearing adjourned until 10.00 am the following day)
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