

## STATEMENT OF WITNESS

*(Criminal Procedure Rules, r.27.2;*

*Criminal Justice Act 1967, s.9, Magistrates' Courts Act 1980, s.5B)*

**Statement of: Zak Maynard**

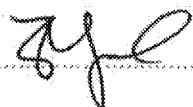
**Age of witness: over 18**

**Occupation: Commercial Manager**

This statement, consisting of 3 pages signed by me, is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

1. I am making this statement in response to a request for written evidence in relation to Phase 2 of the Grenfell Tower Inquiry.
2. I joined Rydon Group Limited as a trainee surveyor in 1997 straight after completing my A Levels. Over the next 5 to 6 years I completed a HNC and obtained a BSc Hons degree in Quantity Surveying. I progressed from a trainee and became managing surveyor in October 2011. Prior to becoming a managing surveyor, in 2010-2011 I moved to Rydon Maintenance Limited ("**Rydon**"), a subsidiary of Rydon Group Limited.
3. In May 2014, I was promoted to Commercial Manager. In around September or October 2014, a surveyor was employed to take on the Grenfell Tower project; I therefore adopted an overseeing role of the surveyor, being kept informed on what was going on from a cost perspective such as issues that could affect our cost forecasts as well as offering support, assistance and cost advice as required and as a result was not involved on the Grenfell Tower Refurbishment Project ("**the Project**") on a day to day basis. I left Rydon in December 2015.
4. As a managing surveyor I was responsible for the surveying resource to various projects. I would provide cost reports to the Board covering what is going out on the projects, what money is coming in, the cost forecasts and provide early warnings both positive and negative in respect of job finances.
5. I was not involved at the start of the tender process; I became involved at the start of the Project, after the contract had been awarded. My role at this time was more client facing; the client was Kensington and Chelsea Tenant Management Organisation ("**the Client**").
6. I was aware that Rydon was selected as the preferred contractor after the tender process had been brought to a conclusion. I considered the contract with the contracts manager and looked at the sub-contractor packages included; we then allocated the packages with the assistance of the surveyor who had considered the contractors register.
7. The bids were completed by the estimating team who reported to Steve Blake, Refurbishment Director. The estimating team reported to me after I was promoted in May 2014.
8. The Project was typical of the type of refurbishment Rydon would undertake; Rydon had completed other external refurbishment projects including one in Camden and one at Ferrier Point.

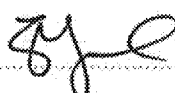
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9. As part of the Project, my team was asked for details of contractors who had worked on previous and current projects. Sub-contractors with a track record of working with Rydon and new sub-contractors would have been considered. New sub-contractors were required to complete a pre-qualification questionnaire before they were added to Rydon's system but this did not preclude them from bidding.
10. The details of the Project were then provided to the sub-contractors including the NBS Specification document. I would not have considered the NBS Specification document from a technical perspective during the tender process; it would be for the sub-contractors to consider it as part of their quote that they submitted to the estimating team. I cannot recall but it is probable that there was not a response from a number of sub-contractors; this could have been down to the time pressure of the process being at Christmas time or down to whether the sub-contractor had availability to quote or whether they were busy on other projects. I was not involved in putting the tender together and so I do not recall the exact timeframe of it.
11. Harley Curtain Wall Limited ("Harley") was approached to quote for the cladding part of the Project; Harley was already a preferred contractor of Rydon's as they had been involved on previous Rydon jobs and so Rydon was aware that they were capable of doing the job. Harley's quote was included in the tender along with other quotes and the decision to use them on the Project was made at Director level.
12. I did not have any technical knowledge regarding the cladding materials in the specification document or the materials proposed by Harley; I did not have the expertise or appropriate qualifications to understand the references contained in the specification document, reliance would be placed on the knowledge of the specialist sub-contractor and the architect. I do not know the full extent of the different materials that were explored; I was involved in the cost calculations only.
13. The proposal to use a different cladding material was made as part of a value engineering process requested by the Client. I was not directly involved in that process but I understood from internal team meetings at the time that Harley put forward the proposed designs and costs and the Client made a decision on what is the preferred option, probably based on cost, but also in conjunction with the planners and architect. It was for the design team to consider the bigger picture of whether the options were possible and/or suitable. I recall that the method of fixing the cladding was an issue considered by the Client; the planners were not keen on the rivets and fixtures of the cladding being visible. However, ultimately, the method of fixing was a decision for the Client and the planners, Rydon had no say in this.
14. I had no involvement in selecting the cladding material or the method of fixing it; my role was to set out the cost savings element which had been calculated and submitted by our Estimating team as part of the post tender process. I did not attempt to influence the selection of the cladding material or method of fixing; this was a decision for the Client and the planners and architect.
15. I understand that there were errors in Harley's quote for the cladding work. I believe this was due to a miscalculation of the size of the area to quote for; it was Harley's error. There were discussions over whether Harley would bear the cost; I do not recall the outcome. The final decision regarding whether Rydon bore any of the cost would have been taken by Steve Blake as a director.
16. Rydon's cash flow was prepared and updated on a regular basis and took into account valuations and site progress. Rydon was not in control of the Client's cash flow. I prepared an internal cash flow forecast on a weekly basis for the Project and other projects which would detail when costs were going out and payments were coming in. I do not recall the Client's cash flow requirements having an impact on the Project, I believe that funds were available and invoices were paid on time. There were regular progress meetings with the Client where any issues regarding cash flow could have been discussed if required. I attended some of the progress meetings, however, I do

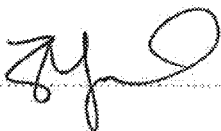
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not recall there being discussions about cash flow; the meetings focused on the work being carried out or that was due to be carried out.

17. I do not recall how the procurement of eco-funding came about. I did not have that much knowledge about it other than any funding for the Project would have gone to the landlord of the building so it would have been a benefit for Kensington and Chelsea Council. I recall receiving an email regarding "Rockwool" and I fed this to the contract manager internally. The eco-funding would not have been a benefit to Rydon, it was more of an issue for the Client to consider.
18. The value engineering exercise was led by the Client. I believe the tender was over the Client's budget from the outset and so the Client wanted the exercise completed. Value engineering is an exercise to provide value to a client; it is not always a cost saving exercise, it is the value of the change so there could be a better output not just a saving.
19. Value engineering occurred on other projects, it was not specific to the Project. The exercise began pre-contract stage, I was not heavily involved but the savings would be from the sub-contractors, not Rydon. Harley proposed the alternative approaches and the ultimate decision was made by the Client. I do not know how the savings were allocated, I was not directly involved in that decision.
20. At the beginning of the Project I liaised with Studio E Architects with regards to obtaining the Building Control fees. Building Control fees would cover the inspections carried out for the various areas of work which were arranged directly with our site team once Building Control were appointed; these areas were decided by Building Control at the outset; I cannot recall what they covered. There was no negotiation over the fee provided by Building Control, it was a set fee based on calculations relating to the area the works covered. A figure was allowed by our estimating team within our Tender bid to cover this.

Signed.....



Dated.....

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