

GRENFELL TOWER INQUIRY

SUPPLEMENTARY WITNESS STATEMENT OF PETER MADDISON

I, PETER MADDISON, WILL SAY AS FOLLOWS:-

1. I make this supplementary statement to assist the Grenfell Tower Inquiry. I understand that I may be called to give evidence to the Grenfell Tower Public Inquiry in relation to my employment as the Director of Assets and Regeneration at the Royal Borough of Kensington and Chelsea Tenant Management Organisation ("TMO") between 21 January 2013 and September 2018.
2. In order to answer the Inquiry's specific questions in this supplementary statement, I have re-read my initial statement and in order to answer those questions, I thought it might assist the Inquiry in its role if I started this supplementary statement by providing an overview of the role that the TMO, and myself, played in the refurbishment of Grenfell Tower.
3. I had more than twenty years' experience of leading teams responsible for the refurbishment of residential accommodation prior to joining the TMO. In each of these projects, my employer has always acted in the role of 'Client' for the purposes of the CDM Regulations, often referred to as 'the Employer' in building contracts. It follows that I am used to putting in place professional teams to deliver the projects of behalf of the Client.
4. I am not a construction professional. While I have an understanding of the construction industry, and of how projects are procured and delivered from the viewpoint of the Client, I would only ever deliver a project by employing construction professionals to do so. I would be unable to deliver any constructions projects otherwise.

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5. While I am aware that there are various industry specific legislative requirements and industry-wide practices, I do not know and would not be expected to know these in detail. I am aware of the CDM Regulations 2007 and 2015. My understanding is that the CDM Regulations aim to ensure all parties appropriately consider health and safety issues during the development of construction projects.

6. I am aware that the CDM Regulations 2007 recognise that the Client in a construction project often knows little about construction. The Regulations do not expect the Client to develop substantial technical expertise for the purposes of the Project, however they do place key responsibilities on the Client including:

a. Appointing a competent CDM-Coordinator, who they are entitled to rely on to advise how best to meet their CDM duties;

b. Appointing a principal contractor, to plan and manage the construction work;

c. Making sure that a health and safety file is prepared and ready for handover at the end of the construction work.

7. The CDM Regulations 2007 do not require or expect the Client to plan or manage the construction projects themselves, specify how work must be done, check the designs for compliance, visit the site to supervise work or check construction work standards or employ third party assurance advisors to monitor health and safety standards on site recognising that Clients are usually not construction experts.

8. It is my understanding that building projects tend to be procured in two distinct phases. The first stage is what I understand to be widely known as the 'pre-contract' stage, which begins at the commencement of the project and continues until the point at which the building contract is awarded, and the 'post-tender' stage, which follows on from this appointment until the end of the defects period.

9. I set out my understanding of the role and responsibility of the Client in each of these stages below.

Pre-contract

10. In order to manage the Project at the pre-contract stage, the TMO put in place a pre-contract professional team, who were together responsible for CDM compliance, procurement, design compliance and value engineering. The TMO would not as Client form part of the pre-contract professional team. This pre-contract professional team for the Grenfell Tower refurbishment project consisted of:

- a. Artelia Projects UK Ltd ("Artelia") as the CDM Co-ordinator, Employer's Agent and Quantity Surveyor
- b. Studio E Architects Ltd ("Studio E") as the Architect
- c. Curtins Consulting Ltd ("Curtins") as the Structural Engineer
- d. Max Fordham LLP ("Max Fordham") as the M&E Engineer
- e. Exova UK Ltd ("Exova") as the Fire Safety Consultant
- f. Churchman Landscape Architects Ltd ("Churchman") as the Landscape Architect
- g. IBI Taylor Young Ltd as the Planning Consultant; and
- h. Syntegra Energy Consulting Ltd as the BREEAM Assessor.

11. In my earlier statement to the Inquiry, I referred to Artelia as the Contract Administrator/Project Manager however having reviewed that statement to produce this supplementary one, I believe the description given above is more accurate.

12. As explained in my earlier statement to the Inquiry, the pre-contract professional team used for the Project had already been appointed by the time I joined the TMO. I was aware that it was the same professional team that had been procured using the IESE framework for the KALC project. I was also aware that the KALC project was a significantly larger project than the refurbishment of Grenfell Tower, with a budget of £58m. I do not recall ever having a reason to doubt that the pre-contract professional team was competent to undertake the role.

13. In respect of design compliance, the pre-contract professional team were responsible for the design of all the works necessary for the project and for ensuring that the design complied with all necessary legislation, codes of practice and best practice.
14. In order to ensure that all aspects of planning and building regulations were fully dealt with and complied with, it was my understanding that the pre-contract professional team engaged with the Royal Borough of Kensington & Chelsea ('RBKC') Planning Department in relation to planning permission, discharge of conditions and amendments, and with RBKC Building Control in relation to complying with Building regulations.
15. It is my understanding that the differing roles and responsibilities of the various members of the pre-contract professional team in relation to ensuring that the design was fully compliant were set out in the various professional appointments. From the TMO's perspective, the whole of the responsibility for design compliance lay with the pre-contract professional team together at the pre-contract stage.
16. I can expand on this only so far as to say that it is my understanding that at pre-contract stage, Studio E was responsible for compiling the design and the specification for the works, including the windows and the cladding system. Curtins and Max Fordham would also have had input into the design process and would have been responsible for ensuring the compliance of their own designs and specifications.
17. Throughout the pre-contract stage, I had no reason to believe that any of the design was inadequate or non-compliant or that any of the pre-contract professional team were not competent to discharge that duty.

Value engineering pre-tender

18. There was a pre-tender Value Engineering exercise undertaken by the Professional Team and led by Artelia. The purpose of this exercise was to achieve cost certainty, or in other words, eliminate cost risks, as well as to improve the efficiency of the delivery process in terms of time and cost.

19. It was always my understanding that the pre-contract value engineering exercise would in no way compromise on quality or safety. The TMO's expectation, and the expectation in any value engineering exercise, was always that any engineered solution would be compliant with the requisite legislation and regulations, and that the pre-contract professional team would ensure this on behalf of the TMO as the Client. As part of the pre-contract value engineering exercise, the professional team proposed two cladding options. In each case, the cladding material was required to meet regulation. Following the pre-contract value engineering exercise, both types of cladding were put forward to tenderers in the tender. Furthermore, the Professional team were required to get planning consent.

20. At no time were any concerns raised by any of the pre-contract professional team with myself regarding any issues of design non-compliance relating to any of the works, or arising out of the value engineering exercise. It was always my understanding that the contractor and professional team had legal, professional and contractual obligations that they would comply with.

Pre-contract stage summary

21. In summary, in relation to the pre-contract stage of the Project, I had no reason to doubt the professionalism or ability of any of the pre-contract professional team. I had confidence in the pre-contract professional team to act professionally on behalf of the TMO as the Client. At no time were any concerns raised by any of the pre-contract professional team to me regarding any issues of design non-compliance during the procurement, design or value engineering stages.

22. It is my belief that during the pre-contract stage, my team fulfilled the role of maintaining an overview of the Project through the pre-contract professional team. The pre-contract professional team provided information to my team, who then reported to me, and I reported to the TMO Board and the RBKC .

Value engineering post-tender

23. Following return of tenders in accordance with the OJEU tender procedure, the TMO was advised by Artelia and Jenny Jackson that Rydon was the successful tenderer for the role of principal contractor for the Project.
24. However, the winning figure of £9.2m was still in excess of the £8.5m budget advised by Artelia. To address this, the pre-contract professional team conducted a further value engineering exercise together with Rydon. The TMO entered into a Pre-contract Agreement with Rydon that allowed it to develop the details of the work and to enable the Planning Permission to be progressed prior to signing of the contract.
25. As part of this exercise, the cladding material options were considered. This exercise encompassed a number of material options being proposed by Studio E and were therefore included in the proposals by Artelia.
26. The two cladding options identified were with zinc or aluminium. It was always the TMO's understanding that both options complied with the relevant regulations. I am aware that both of these options were included in the tender, firstly to test the cost and secondly to keep options open as Planning Permission for the project had not yet been achieved, so the pre-contract professional team wanted a range of options for the Planners to consider.
27. It follows that the Planners considered both the aluminium and zinc options. I am aware that on 6 May 2014, Rydon sent an email to Claire Williams advising "Proposal of material change to the facade. From Zinc to Aluminium composite (ACM). Put forward our case that ACM is not an inferior product to Zinc" (PM/2 6.5.14 'Email Rydon to Claire Williams re façade:').
28. The only input I recall having in relation to the cladding was in relation to the colour and the fixings. As a non-construction expert, I was not involved in any assessment of compliance with the building regulations. The TMO's expectation was always that the cladding material options presented to it by the pre-contract professional team would be compliant with the building regulations and achieve planning consent.

29. Once the full detail of the works and costs were agreed, the contract was let.

Post tender

30. By way of background, there are various procurement methods for projects, including the 'Design and Build' standard form of contract. It has always been my understanding that with a Design and Build contract, the contractor takes full responsibility for the design and construction work.

31. The procurement of a Design and Build Contractor is covered under the RIBA Work Stages and it has always been my understanding that all professional construction consultants understand this process and work in accordance with the requirements of the various stages.

32. The TMO as Client for the Project was required under the CDM Regulations 2007 to appoint a Principal Contractor to plan and manage the construction work. To ensure that the Principal Contractor appointed for the Project was a competent organisation for a Design and Build Contract of that magnitude, the TMO used the OJEU tender process. In addition to this, the services of Jenny Jackson were used. Jenny Jackson was already appointed by the TMO as a consultant responsible for procurement in the Asset and Regeneration team.

33. The refurbishment of Grenfell Tower was delivered under a Design and Build contract. Specifically, Rydon was appointed as Design and Build Contractor in accordance with a Standard Building Form of Contract known as the Joint Contract Tribunal ('JCT') Design and Build Contract.

34. Once appointed in May 2014, all design and construction responsibility for the Project transferred to Rydon, with Rydon responsible for the design and construction for the Project, and for providing the TMO with design warranties. In carrying out this role, Rydon appointed its own Design Team, which comprised of the following parties

a. Studio E, as the directly appointment architect

- b. Curtins as the novated Structural Engineer
 - c. JS Wright and Co Ltd as the M&E Engineer; and
 - d. Other specialist sub-contractors, some with design responsibility, including PSB as the Smoke Management sub-consultant.
35. In addition to Rydon's Design Team, the TMO appointed its own post-tender professional team to advise and assist it in its role as Client, which included the following parties:
- a. Artelia as the CDM-C, Employers Agent and Quantity Surveyor
 - b. Max Fordham as the M&E Engineer
 - c. IBI Taylor Young as the Planning Consultant
 - d. John Rowan & Partners as the Clerk of Works (Building works)
 - e. Silcock Dawson (a sub-consultant of John Rowan & Partners) as the Clerk of Works (M&E)
36. I am aware that both Rydon and the post-construction professional team engaged with the RBKC Planning Department in relation to planning permission, discharge of conditions and amendments, and RBKC Building Control in relation to complying with Building regulations, to ensure that all aspects of planning and building regulations were fully dealt with and complied with.
37. While the Client under a Design and Build contract is not required to appoint Clerks of Works, the TMO took the decision for added assurance to employ two Clerk of Works, John Rowan & Partners and Silcock Dawson, to report independently on the compliance of the construction work as it proceeded.
38. With a direct contract then in place between Rydon and Studio E, Artelia remained in the role of Employer's Agent to the TMO and it is my understanding that in this

sense it took on a de facto role as the TMO's lead consultant in relation to the professional team that the TMO retained.

CDM Regulations 2015

39. My recollection is that it was envisaged that the original contract period would be covered by the CDM 2007 regulations. However, due to delays in the completion of the construction work, the contract extended beyond 6 October 2015, which was the date that the CDM Regulations 2015 came into force.
40. The CDM Regulations 2015 introduced the newly defined role of a "Principal Designer." My understanding is that by this date, all of the design work for the Project was fundamentally complete. It is also my understanding that it was not possible to find a consultant or contractor to take on the role given the advanced stage of the works. The TMO therefore took on the role and it was explained to me by David Gibson that the role would sit with TMO by default and would be a technicality. I also understand that the TMO agreed with Rydon that Rydon would provide the necessary information for the production of the Health and Safety File. The TMO also agreed with Artelia that they would give advice in the unlikely context that further design work was required.

Post tender summary

41. It was not brought to my attention at any stage by any of the above named professionals that any aspect of the design, planning, or material selection, was non-compliant with the current legislation or regulations.
42. The TMO had no reason to doubt the ability of Rydon as the Design and Build Contractor to deliver the design and construction of the project. Rydon had delivered similar projects on similar buildings with the same materials in other authorities. They also had extensive experience of working with residents in situ, which was a key factor in the delivery of this project.
43. The TMO also had no reason to doubt the professionalism or ability of the post-tender professional team to act professionally on behalf of the TMO as the Client.

44. At no time were any concerns raised by Rydon to myself or as far as I am aware to anyone else in the TMO, or to Artelia as the Employer's Agent, regarding any issues of design non-compliance throughout the procurement, design, value engineering and construction stages. The TMO as the Client would have expected that any such concerns be brought to its attention by Rydon under the Design and Build contract.
45. Similarly, at no time were any concerns raised by any of the post-tender professional team to me, or as far as I am aware anyone else in the TMO, regarding any issues of design non-compliance, throughout the procurement, design, value engineering and construction stages. The TMO as the Client would have expected that any such concerns be brought to its attention by the post-tender professional team.
46. I do recall that residents raised concerns regarding the location of the Heating Interface Units. However, this matter was investigated with Building Control and Carl Stokes and it was established that the location and the installation of these Units overall were acceptable.
47. At no time were any concerns raised by RBKC Building Control to myself or as far as I am aware to anyone else in the TMO, or to Artelia as the Employer's Agent, regarding any issues of design non-compliance, throughout the procurement, design, value engineering and construction stages. The TMO as the Client would have expected that any such concerns be brought to its attention by Building Control.
48. It is my belief that my team fulfilled the TMO's role in relation to post-tender phase of the Project, in that it maintained an overview of the Project by appointing and attending project team meetings with the post-tender professional team and Rydon. The post-tender professional team and Rydon reported to my team, who reported to me, and I then reported on this to the TMO Board and the RBKC.

Supplementary questions

49. Against the background information set out above, I have endeavoured to answer the supplementary questions asked of me by the Inquiry in relation to my initial statement to the Inquiry, dated 8 February 2019, below.

50. I have been asked, in relation to paragraph 23 of my witness statement, to explain the extent of my involvement in previous asset management projects involving cladding.
51. While employed at Lewisham Council, I was involved in several cladding projects, including Hawke Tower on Milton Court Estate and some limited involvement on the over cladding of two tower blocks on Pepys Estate. In these projects, Lewisham was the Client under a standard JCT contract. During my employment at Haringey Council, I was involved in the cladding of Trulock Court. This work was carried under a design and build project. None of these projects used rainscreen ACM i.e. aluminium composite material.
52. I have also been asked whether I had any knowledge of fire risks arising out of the use of cladding or cladding systems. I recall that the findings of the Lakanal House Inquiry were referred to and considered by the TMO, as were the findings made in relation to the fire at Shepherds Court. In relation to the Shepherd's Court fire, I recall being forwarded by Janice Wray a copy of a letter from the LFB entitled "Tall Buildings – External Fire Spread" in April 2017. I recall discussing the contents of this letter with Janice Wray. However, my recollection is that the letter was referring to the risk associated with "non-compliant" cladding and I understood the cladding of Grenfell Tower to be fully compliant with building regulations as Building Control issued a Certificate of Completion. My understanding of this certificate is that it meant that the building complied with the Building Regulations. The Grenfell Tower contract was still in its "defects Liability" period at the time this letter was received and Building Control had issued a certificate noting that the works met Building Regulations.
53. While I had an awareness of fire principles such as compartmentation and firebreaks in relation to cladding, I was not a construction or fire safety expert on the project. I did not typically attend Design Team Meetings unless there was a programme or cost issue that I needed to be aware of. It was not my role to put forward materials or systems, or to advise on whether they were compliant or posed a fire risk. This was the role of the pre-contract professional design team and the post-tender Design and Build Contractor. My understanding is that both the pre-contract professional

team and Rydon were aware of the requirement to maintain fire compartmentation within the building and the need for fire breaks to be installed as part of the cladding system.

54. I have been asked, in relation to paragraph 25 of my statement, how the RBKC came to use the same contractors and consultants for the proposed Grenfell Tower refurbishment as were used for the rebuilding of KALC, and how they were able to do so under the framework agreement to which I refer. The procurement of the pre-contract professional team used in the Project was done before I joined the TMO and I am unable to provide any further information in relation to this appointment other than what is explained in my initial statement to the Inquiry and earlier in this statement.

55. I have been asked, in relation to paragraph 26 of my statement, whether I was at any stage concerned about Studio E's suitability for the Project and whether I communicated any such concerns to anybody. As outlined above, I was not employed by the TMO at the time that Studio E were instructed as architects for the refurbishment. However, I was never given any reason to have concerns with the appointment process undertaken by my predecessors. I do not recall ever have any concerns with their work throughout the project. I was aware the KALC was a significantly larger project and the RBKC had assessed Studio E to be competent for that project.

56. I have been asked, in relation to paragraphs 26, 29 and 61 of my statement, to explain why I state that Studio E engaged Exova to provide fire safety engineering services. As stated above, the appointment of Studio E took place before I joined the TMO. It was my understanding at the time I prepared my initial statement to the Inquiry that Studio E appointed Exova. If I am mistaken, it would nevertheless remain my expectation that the professional team would have highlighted any specialist advice that they needed, such as fire specialists, and these would have been sourced. The details of Exova's appointment would be better obtained by my predecessor, Mark Anderson.

57. I have been asked, in relation to paragraph 31 of my statement, whether I was at any stage concerned about any of the professional consultants' suitability for the refurbishment. The only concerns I had with any of the consultants were in relation to routine issues, none of which would render them unsuitable.
58. I have been asked, in relation to paragraph 34 of my statement, what specification for the cladding had been discussed prior to Studio E raising the possibility of an alternative to zinc panels. I recall that initially there was a whole range of cladding options being discussed with planners, including rendered solution and rainscreen. The Planners came back and confirmed that they wanted rainscreen cladding. Zinc was not set in stone at this stage.
59. I have no recollection of Artelia or Rydon advising of the benefits of aluminium over zinc during the value engineering exercise, other than that I recall Studio E advising that aluminium had a broader range of colour options. As explained earlier, my understanding is that the TMO was not involved in discussions about the compliancy of the materials used for the cladding.
60. I have been asked (i) whether there were any discussion of the fire safety or fire resistance properties of the cladding or cladding system prior to Studio E raising the possibility of an alternative to zinc panels (ii) whether there were any discussion of the fire safety or fire resistance properties of the various types and versions of cladding material at any stage and (iii) whether at any stage, the TMO sought any assurances on the fire safety or fire resistance properties of any of the products comprising the façade and/or the façade system as a whole.
61. My answer to all three of these questions is the same. In the pre-contract stage of the refurbishment, all aspects of the design were the responsibility of the professional team who took responsibility for the design, safety and quality of the materials and systems selected. In the post-tender stage, Rydon took full responsibility for the design compliance, safety and quality of the materials and systems selected under the Design and Build contract. Furthermore, in the post-tender stage, the TMO relied on Artelia as the CDM-C to ensure that all aspects of the design complied with the CDM Regulations.

62. At no point, pre or post contract, was the TMO advised by any of the professional teams or by Building Control that there were any issues at all concerning the fire safety properties of the cladding. That is why a Client engages a professional team to advise on such matters.
63. I have been asked, in relation to paragraph 36 of my statement, to explain the process I thought would be necessary to follow in order to “market test” the contract. The purpose of market testing this project was to ensure the selection of a suitable contractor that had a detailed understanding of the requirements of delivering a complex project of this nature with residents remaining in occupation of the building. The work was procured in accordance with OJEU was a well-established legal process in the industry that must be followed in the procurement of work of this value.
64. I have been asked, in relation to paragraph 41 of my statement, to set out the role I played in reporting and seeking approval for the procurement process including seeking Board approval. I recall that there was a report that went to the housing property scrutiny committee in July 2013 (PM/1 16.07.13 ‘Housing and Property Scrutiny Report:’ TMO00840255). Around the same time, a report went to the TMO Board and the Programme Board. We also gave monthly updates on the procurement process in Board meetings.
65. I have been asked about the role I played in the evaluation of the tenderers. I had no involvement in the quality evaluation of tenders. This was done by Jenny Jackson, David Gibson, Claire Williams, representatives of Artelia and residents. I did attend the interviews of tenderers, which were predominantly to allow the Board members to meet the contractors. I did attend interviews with each of the shortlisted contractors. These interviews mainly focussed on clarification of issues detailed in the tender Quality submissions.
66. I have been asked, in relation to paragraph 47 of my statement, what my view was of Artelia’s recommendation that Rydon be appointed. I accepted the recommendation on the basis that Rydon had scored the highest on both price and quality. My recollection is that their quality score was significantly higher, which

demonstrated that they had a high understanding of the project needs. My recollection is that the scoring matrix for the evaluation was 60% quality and 40% price, which demonstrated that the TMO was looking for a quality job rather than a job at the lowest price and this remained the priority throughout the term of the project

67. I have been asked, in relation to paragraphs 50 to 64 of my statement, whether I was at any stage concerned about any of the project team's suitability for the refurbishment. However I did not have any such concerns.
68. I have been asked, in relation to paragraphs 65 to 71, to confirm whether I or, to the best of my knowledge, anyone else from the TMO sought clarification or assurance as to the fire performance of the products used in the façade and/or the façade. I have also been whether I was offered, or ever considered obtaining, specialist advice as to the fire performance of the façade materials or system.
69. The TMO obtained specialist advice in relation to the materials used in the refurbishment in that it appointed a pre-contract professional team, a post-tender professional team, a Design and Build contractor and two independent clerks of works. Furthermore, Rydon had demonstrated their experience of delivering similar works in other authorities.
70. As explained earlier, at the pre-contract stage of the refurbishment, all aspects of the design were the responsibility of the professional team who took responsibility for the design, safety and quality of the materials and systems selected. In the post-tender stage, Rydon took full responsibility for the design compliance, safety and quality of the materials and systems selected. Furthermore, in the post-tender stage, the TMO relied on Artelia as the CDM-C to ensure that all aspects of the design complied with the CDM Regulations. At no point, pre or post contract, was the TMO advised by any of the professional teams or by Building Control that there were any issues at all concerning the fire safety properties of the cladding. During the Project, both the LFB and Carl Stokes carried out site visits to review various aspects of the works.

71. I have been asked, in relation to paragraphs 79 and 80 of my statement, and in relation to health and safety and, in particular, fire safety, to set out in detail the role I played, the responsibilities I undertook and the training I received.
72. The TMO was a housing management organisation and during my employment there I received general health and safety training. We were given updates on this training in the Health and Safety Committee meetings which Barbara Matthews led and which I attended. In these meetings, we also discussed fire safety matters, such as amendments to our policies and updates on the progress of the Fire Risk Assessment programme. However, wherever I have worked it is not the role of the housing management organisation to be the technical expert.
73. I have been asked about the role I played in closing out the actions arising from FRA programme. The actions set out in the FRAs were reviewed by Janice Wray and assigned by her to the relevant team within the TMO. I would not be made aware of these actions, as they would be sent directly to the relevant team within the Assets and Regeneration department. I would then receive performance information relating to the completion of those actions, which I would monitor.
74. I have been asked what steps I took to ensure that all contracts and works in my department complied with the relevant fire safety regulation. We always sought independent specialist advice where the expertise fell outside of the organisation. We always appointed appropriately qualified professional teams. In the procurement and appointment of such teams, we evaluated their skills, qualifications and experience to ensure they could meet statutory requirements and the requirements of the brief. We also put in place checks and controls, in other words, consultants who could check quality and compliance. One example of this is that we always hired clerks of works for refurbishment works, as we did for the Grenfell Tower refurbishment even when it was not a requirement of the contract. Another example is that for gas safety contracts we hired gas specialists to carry out independent checks of the works to ensure they complied with gas regulations.
75. I have been asked who within TMO was responsible for the fire safety issues raised by the refurbishment. In respect of general fire safety matters, at Executive team

level, Barbara Matthews was the Executive Director with responsibility for health and safety. Barbara led the Health and Safety Committee and reported to the Board in respect of it. Janice Wray was the Health and Safety Facilities Manager, who reported to Barbara Matthews and who liaised with Carl Stokes, the TMO's Fire Risk Assessor. The actions arising from Carl's Fire Risk Assessments were reviewed by Janice Wray and referred to the relevant team.

76. In respect of health and safety in projects delivered by the Asset and Regeneration team, the TMO employed professional teams to manage health and safety issues and took on a "Client" role.
77. In respect of resident concerns about fire safety, I was aware of a small number of issues raised relating to fire safety during the time I was employed at the TMO. These were the power surges, the location of the heating interface units, the location of the gas pipes, refuse issues and doors being left open. All of these issues were considered and responded to in accordance with the TMO's Complaints Policy.
78. I have been asked what steps I personally took to ensure that the Fire Risk Assessments carried out met the TMO's statutory obligations. However I was not responsible for health and safety within the TMO and it was not my responsibility to oversee the Fire Risk Assessment programme. My teams were only responsible for those actions arising from the fire risk assessment programme that were assigned to them. These actions were monitored by the Health and Safety team.
79. I have been asked, in relation to paragraph 84 of my statement, to explain who within the TMO saw the reports produced by Exova and who was responsible for acting upon them. I am not in a position to answer for everyone in the TMO but they would have been provided to Studio E, who required that information to carry out their design work.
80. I have been asked, in relation to paragraph 94 of my statement, when I first had sight of Carl Stokes' reports dated 17 October 2014 and 26 April 2016. I have also been asked who within TMO was responsible for any actions arising out of these reports. I cannot recall whether I saw these reports specifically. As noted above, the

Health and Safety Team were responsible for highlighting information rising from the Fire Risk Assessment programme to the relevant department. It then became the responsibility of that team to close out the actions assigned to them. The health and safety team would also monitor close out. My role would be to quantitatively oversee the closing out of the actions assigned to my teams, in other words, I would monitor the number of actions closed out and outstanding

81. I have been asked, in relation to paragraphs 184 to 185 of my statement, whether there was any discussion of the fire safety or fire resistance properties of the façade products and/or system. I have also been asked whether the TMO sought any assurances on the fire safety or fire resistance properties of (1) any of the products comprising the façade (to include, for example, cladding, sandwich panels, insulation, cavity barriers and windows), and/or (2) the façade system as a whole.
82. As explained earlier, in the pre-contract stage of the refurbishment, all aspects of the design were the responsibility of the professional team who took responsibility for the design, safety and quality of the materials and systems selected. In the post-tender stage, Rydon took full responsibility for the design compliance, safety and quality of the materials and systems selected. Furthermore, in the post-tender stage, the TMO relied on Artelia as the CDM-C to ensure that all aspects of the design complied with the CDM Regulations.
83. At no point, pre or post contract, was the TMO advised by any of the professional teams or by Building Control that there were any issues at all concerning the fire safety properties of the facade.
84. I have been asked, in relation to paragraphs 192 to 199 of my statement, whether any discussions took place of the fire safety or fire resistance properties of the ACM panels or method of fixing the ACM panels at any stage. I have also been asked whether the TMO sought any assurances on the fire safety or fire resistance properties of the ACM panels or method of fixing the ACM panels at any stage. My answer to this question is the same as I have given above.

85. I have been asked, in relation to paragraphs 221 and 222 of my initial statement, to detail my knowledge of the steps taken by TMO to comply with the enforcement notice issued by the LFB in relation to Adair Tower. I was not involved in closing out the actions arising from this enforcement notice, although I am aware that we subsequently introduced a five-year programme of retrofitting self-closing devices throughout the stock. I am not the best person to provide information in relation to this programme as I was not involved in it.
86. I have been asked to provide information about Claire Williams' interview for the role of project manager. I recall attending Claire's interview however I cannot recall the substance of what was said. My understanding is that there was a documented selection process led by David Gibson and supported by the Human Resources team. Claire will have completed an application explaining how her skills and experience met the requirements of the Job Description and Person Specification. Her skills and experience were tested through an interview process.
87. I have been asked to explain whether any of the Project Team meetings considered the fire safety aspects of the Grenfell Tower refurbishment and, in particular, the fire safety aspects of the heating, over-cladding and window replacement elements of the refurbishment. I did not attend these meetings frequently, as David Gibson and Claire Williams were the TMO representative, they may be better placed to answer this question. However, in respect of the meetings I did attend, I do not recall any particular discussions in relation to fire safety. However, as stated above, it is a requirement of a Design and Build contract that all design options put forward were compliant with the relevant Building Regulations, codes of practice and legislation.
88. I have been asked to confirm the nature and extent of any involvement I had in setting and monitoring the budget for the refurbishment works at Grenfell Tower. The initial budget for the refurbishment was based on recommendations by Artelia and in particular the quantity surveyor they appointed whose job it was to forecast costs.
89. There was a clear structure of reporting on costs on a monthly basis. Artelia managed costs with Rydon. They provided reports containing monthly budget

updates, which were reviewed by Claire Williams as the Project Manager and the Assets and Regeneration Financial Controller, Magda Novak. A monthly report was presented to the Executive Team Programme Board and the RBKC Asset Management Meetings.

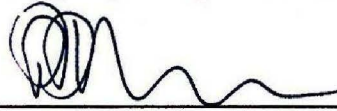
90. My particular role in relation to the budget was to understand the total cost of the project, to ensure that we had the budget to meet the forecasted costs and to seek governance for any changes to the budget. Claire Williams also managed costs. I reported frequently to the TMO Board and the RBKC Scrutiny Committee on the budget on costs.
91. I have been asked to confirm the date and substance of any discussions I had with any employee of TMO in which I was involved regarding the budget. I am unable to recall any specific discussions, given the passage of time, however I am able to confirm that within the TMO we had a monthly process of reviewing all contracts and assessing the budgets to assess any variations that needed approval. In relation to Grenfell Tower, the costs were also reviewed at the Project Team meetings.
92. I have also been asked to confirm the date and substance of any discussions I had with any officer or employee of RBKC regarding the budget. Again, I am unable to recall any specific conversations however I can confirm that we had monthly asset management meeting with Laura Johnson's team at the RBKC. During these meetings we provided updates in relation to the project budget and seek approval for various costs. We also reported on the budget for the project to Roberts Black's programme board on a monthly basis.
93. I have also been asked to confirm the date and substance of any discussions I had regarding the budget with any RBKC councillors. I recall briefing Councillor Rock Fielding-Mellon in relation to the project budget however I cannot recall the date or detail of this conversation. Any discussions I had with Rock would have been as a preliminary agenda setting meeting in advance of Scrutiny Committee meeting, for which all reports are in the public domain.

94. I have been asked to confirm whether any concerns were raised regarding the budget at any of the Grenfell Tower project team meetings mentioned in my witness statement. The only financial concerns I recall related to the forecasted cost of the project delivered by Leadbitter, which was significantly different to that forecasted by Artelia. The TMO provided Leadbitter with many opportunities to explain the difference and when they were unable to, a re-procurement process was therefore undertaken.
95. I do not recall any other concerns being raised once Rydon were appointed as ultimately the budget was adequate for what we intended to do. We managed the budget carefully to deliver the project within budget.

I confirm this statement to be true to the best of my knowledge and belief.

I confirm that I am willing for this statement to form part of the evidence before the Inquiry and published on the Inquiry's website.

Signed: _____



Dated: _____

13/11/19