

Private and Confidential

Ms Victoria O'Brien

By e-mail only: victoria.obrien@grenfelltowerinquiry.org.uk

Re: Kensington and Chelsea Tenant Management Organisation- Phase 2 of the Grenfell Tower Inquiry ("the Inquiry") Request for evidence under rule 9 of the Inquiry Rules 2006 ("the Rules")

This declaration is to provide a witness statement addressing the issues set out below as requested by the Inquiry Team. Have responded to the best of my knowledge at the time requested as over 11 years ago.

Issues addressed by my witness statement:

1. Project Manager for Capital Programme Team
Royal Borough of Kensington and Chelsea Tenants Management Organisation.
London. September 2009 to April 2012. (REDUNDANCY)
Managed a portfolio of individual contracts and projects to a total value of £10M in support of the capital and cyclical works programmes from inception to final account and contribute to the development, delivery, management and monitoring of the organisations Capital Investment Programme commitments.
2. a) No training provided apart from Induction, which covers generic training in H&S , Asbestos etc, Contract suite trainings, internal trainings, but no specific training in relation to fire safety such as FIRAS

b) Any training undertaken information kept by HR

c) KCTMO had to procure and appoint a contractor via LHC Framework to undertake Fire Door replacement programme across the borough.
3. Yes, via Call Off Agreement with London Housing Consortium
4. a) Contract was procured via London Housing Consortium Framework via Call off Agreement, as members of LHC we sought an annual rebate from LHC for the contract. Undertaking the procurement via the LHC Call Off route allowed KCTMO to minimise the procurement process time, made procurement more streamline as a bespoke framework and saved administration as KCTMO at the time didn't have specialist staff to undertake or manage the contract. Masterdoor was the appointed contractor as the most advantageous tender to undetake the works further to the mini competition undertaken via LHC Lot for that programme of works.
KCTMO also had employed a third party via agency Clerk of Works, Gary Killick who's role was to monitor, manage. sign off works on site, checking workmanship and quality of works that Manse Masterdoor undertook. As part of the Board

approval and ensuring consistency within the stock we offered Leaseholders across the borough in agreement with Manse Masterdoor that leaseholders could acquire the same doorsets and price incl installation, certification, colour choices etc as residents to maximise safety within blocks for both residents and leaseholders as within leasehold agreements they can acquire their own doorsets which may not meet current building regulations.

b) ; I was contract administrator of the contract ensuring works where on programme, within budget, attended site monthly meetings, ensure third parties such as Clerk of Works, Gary Killick and H&S via Baily Garner (Health & Safety) Limited kept me informed of works as acting on KCTMO behalf on site, signed off works once they signed off, payment process, ensuring all in place prior to handovers to client service teams such as Repairs & Maintenance once Defect Liability Period expired.

c) LHC supported KCTMO in the procurement process, quarterly core meetings, any issues if identified with Manse Masterdoor performance, key performance indicators, members meetings. To access framework LHC would have undertaken a OJEU procurement to enable us to access framework which would cover pricing, quality, specification of doors.

d) LHC supported KCTMO in the procurement process, quarterly core meetings, any issues if identified with Manse Masterdoor performance, key performance indicators, members meetings. To access framework LHC would have undertaken a OJEU procurement to enable us to access framework which would cover pricing, quality, specification of doors

e) LHC wasn't involved in door selection type this was done between, Resident Liaison Officer, Manse Masterdoor and send to residents so they could choose their individual preference, in some instances also discussed at resident consultation meetings.

f) Yes, LHC also was involved in mini competition process, outcome and pre-contract meeting prior to works commencing, also attended quarterly core group meetings and as and when required if such as performance matters for example.

ii) Yes, as part of LHC OJEU procurement prior to award of call off agreement to LHC members LHC would have sought this information as part of the call off OEJU tender. Cannot verify how they undertook overall process, this would have to be asked by LHC.

g) As stipulated by LHC call off arrangements, KCTMO based mini competition on 60% price and 40% quality assessment, tender outcome was then reported to KCTMO Board for approval for award with tender report analysing data of the overall suppliers and demonstrating that Manse Masterdoor was the most advantageous contractor to undertake the works.

h) Myself, Head of Service, KCTMO Board

i) specification of doors, design advice and support on the interpretation and conformity to regulatory requirements, including planning assistance, full survey and installation service, including programming, Residents' choice exercises and ongoing liaison, installation works, and management undertaken to the guidance set out in BS 8213-4 and BS 8214, including finishing and making good, 10-year product and installation guarantee.

j) Yes, project team undertook mini competition evaluations and produced a summary of this as part of tender report which included quality assessment results, pricing assessment and attached as an appendix of Award Report which LHC formed part of, these records should be held within KCTMO systems as they also formed part of KCTMO Board Approval and sign off by Board prior to works being awarded to Manse Masterdoor.

5. a) The contract was not a negotiating procurement it was a mini competition of which whoever was the most advantageous contractor both in quality and price assessment would be awarded the Contract.

b) Yes, as part of procurement and contract management of the programme of works once KCTMO Board approved award of contract pre contract meeting took place with project team which included LHC, H&S Coordinator by Baily Garner (Health & Safety) Limited, client internal departments, Resident Liaison Officer, Clerk of Works for KCTMO, myself and Manse Masterdoor site project team which comprised of contract manager, site supervisor, resident liaison officer. We also during contract undertake monthly site meetings which programme of works, completions, complaints, h&s matters, payments, contractual matters were discussed, these meetings were minuted and Manse Masterdoor also provided monthly report including key performance indicator reports prior to monthly meetings being held.

c) Resident consultation meetings took place prior to works being undertaken to blocks, estates to discuss proposed works, process, introduction to KCTMO project team as well as Manse Masterdoor project team. Residents had their own personal choice of door style, colour, door enhancements prior to installation of works taking place, this was signed off by residents. Overall process was managed by Resident Liaison Officer, Lorna Cunningham, if residents didn't wish for works to take place due to illness and other matters resident would have signed a disclaimer to confirm this. This data and information formed part of project folders and filed by Resident Liaison Officer. Self-closing option was dealt on site with individual residents/users on a need by need basis such as our sheltered accommodation, as some elderly residents found original closers too heavy, this process was managed on KCTMO Resident Liaison Officer and Clerk of Works with internal client teams. KCTMO Resident Liaison Officer managed overall programme of works communications, complaints and request between KCTMO and Manse Masterdoor and residents across the borough including S20 notices for leaseholders.

d) This information would have been provided to LHC and requested by Baily Garner (Health & Safety) to ensure compliancy as also formed part of H&S Files. Manse Masterdoor also offered Clerk of Works and project to attend their manufacturing premises if we wished, this option was taken up whilst I was employed by KCTMO.

e) This was undertaken by LHC procurement process as part of call off award for Fire Door Replacement Lot. A 10-year product and installation guarantee were also provided by Manse Masterdoor, these were handed over at completion of works and via H&S Files managed by Baily Garner (Health & Safety). KCTMO had the option to add an independent insurance backed warranty at additional cost but unsure if KCTMO took offer forward with LHC and Manse Masterdoor as I was made redundant in April 2012. Once programme of works completed a 12-month DLP (Defect Liability Period) expired they were handed over to day2day repairs team to manage day2day repairs to doors across the borough. If KCTMO decided to do inhouse they should have trained operatives to ensure the doorsets integrity kept, or if insurance extended via a direct maintenance contract with Manse Masterdoor again unsure if this ever took place as was made redundant in April 2012. From my part, I can solely declare that works that took place were within the building regulations at the time of contract and programme of works taking place. Unsure if KCTMO then took forward recommendations post fire from Lackland House in March 2013 to ensure compliancy on installed doors, tests to ensure compliant etc.

6. FD30 Composite doors, door-set fitted had relevant smoke seals, which should prevent any smoke getting through vulnerable areas of the door (for example around glazed openings or between the door and frame, letter box)

7. a) These discussions would have taken place as part of the procurement with LHC under the call off agreement, as members we would have access to information to this via LHC as part of our mini competition.

b) Accreditations formed part of mini competition and LHC Call off procurement.

c) Self-closing option was dealt on site with individual residents/users on a need by need basis such as our sheltered accommodation, as some elderly residents found original closers too heavy, this process was managed on KCTMO Resident Liaison Officer and Clerk of Works with internal client teams

8. Works on site were approved and signed off by Clerk of Works, Gary Killick and H&S Coordinator by Baily Garner (Health & Safety) Limited once they signed off on site with Manse Masterdoor, I would do formal sign off with them and issue practical completion for that phase of works.

- a) This formed part of specification via the call off agreement, also H&S Coordinator by Baily Garner (Health & Safety) Limited and Clerk of works ensured works to Approved documents to ensure Manse Masterdoor adhered to specification and regulations.
 - b) Testing would have conformed part of the LHC call off procurement, KCTMO did not undertake during programme of works across the borough.
 - c) This was undertaken between Clerk of Works, H&S Coordinator by Baily Garner (Health & Safety) Limited and Manse Masterdoor.
9. a) I did not form part of Carl Stokes appointment he was appointed after my redundancy but I am assuming he would undertake the role of H&S matters on behalf of KCTMO as a Consultant to ensuring doors fitted compliant, ensuring Manse Masterdoor followed works as per specification, ensuring doors fit for purposes, any issues identified was then notified to Manse Masterdoor, Clerk of Works and myself, site visits, H&S Files, ensuring certifications formed part of H&S files, approved drawings ahead of works taking place. Testing documents would have conformed part of H&S files
- b) If any testing undertaking, doors installed formed part of specification, H&S files, drawings, monthly progress reports, Resident Liaison Reports, which covered complaints and other matters in relation to residents.
- c) No information provided by LHC during contract award in relation to door data, this was provided at mini competition stage and held by them when they undertook Call Off procurement.

Please note that KCTMO Clerk of Works, Gary Killick also provided us with weekly Clerk of Works reports highlighting works in progress, concerns in relation to works, his recommendations of rectification and when those were completed by Manse Masterdoor.

- 10.
- a) I was contract administrator of the contract ensuring works where on programme, within budget, attended site monthly meetings, ensure third parties such as Clerk of Works, Gary Killick and H&S via Baily Garner (Health & Safety) Limited kept me informed of works as acting on KCTMO behalf on site, I personally didn't form part of the supply and installation of works on site, attended a few before hand over with Clerk of Works across the borough to ensure KCTMO where happy with works in progress and to verify works where been completed as specified

- b) Manse Masterdoor and KCTMO clerk of works, Gary Killick met weekly, Resident Liaison Officer, Lorna Cunningham met weekly with Manse Masterdoor Resident Liaison Officer, Natasha, the whole project team including myself met monthly for site monthly progress meetings, Bailey Garner H&S Coordinator by Baily Garner (Health & Safety) Limited quarterly or as and when needed if issues or concerns raised on site via Clerk of Works.
 - c) Cannot recall all names as over 11 years since working with KCTMO or involved in project but I can confirm we met with Manse Masterdoor project team which conformed of Contract Manager, Site Supervisor and Resident Liaison Officer. At pre-contract meeting also met with their Quantity Surveyor and one of their Directors.
 - d) LHC supported KCTMO during the mini competition and award stage, they attended quarterly meetings but there if required if issues raised on performance during contract, but their input was minimal.
11. I will answer as best I can recall as you can appreciate this was 7 years ago and cannot recall overall progress of works throughout the borough. But overall Manse Masterdoor performance was very good and proactive when matters where raised and rectified promptly.
- a) Any issues raised would have been reported via Resident Liaison Officer and then raised with Manse Masterdoor Resident Liaison Officer who would cascade to team on site of installers and site supervisor, records of this would have been kept by Resident Liaison Officer, Monthly Progress Reports, KCTMO Clerk of Works would have kept records also via his weekly clerk of works reports via his site visits, residents or staff such as sheltered accommodation managers, housing officers.
 - b) All complaints where managed between KCTMO and Manse Masterdoor Resident Liaison Officers, who held records of complaints, confirmation of rectification, this was also presented in monthly site progress meetings via Manse Masterdoor Progress Monthly reports prior to meetings taking place.
 - c) This would have been notified to clerk of works and myself, also recorded in monthly progress reports, these where then discussed at monthly progress meetings unless resolution on site could be achieved which would be progressed by Clerk of Works and communicated to me or Resident Liaison Officer.
12. a) Self-closing option was dealt on site with individual residents/users on a need by need basis such as our sheltered accommodation, as some elderly residents found original closers too heavy, this process was managed on KCTMO Resident Liaison Officer and Clerk of Works with internal client teams.

b) Any delays due to self-closing devices would be reported to Clerk of Works by site team and communicated to KCMTO Resident Liaison Officer to inform residents or internal client departments.

c) These matters if raised were discussed on site with Manse Masterdoor, h&s coordinator by Baily Garner (Health & Safety) Limited, clerk of works with site team and myself via email as well as Resident Liaison Officer, specifications would be approved if not suitable alternatives were provided by Clerk of Works and Site Team, then feedback to Resident Liaison Officer so she could inform resident and internal client meetings, this was also recorded in monthly progress minutes, clerk of works weekly reports. Manse Masterdoor always tried to accommodate where possible with the best possible solution.

13. a) Formal sign off on site was undertaken by KCTMO clerk of works for each individual doorset, prior to this taking place, H&S Coordinator by Baily Garner (Health & Safety) Limited would ensure doors were ready for sign off. The signed off sheets then were either presented by Manse Masterdoor at monthly progress meetings or emailed across to me ahead of payment certificate and practical completion certification taking place. These records also formed part of H&S Files.

b) Yes, for the majority but in some instances % sample within some blocks (ie clone) as the door replacements mirrored the same across the overall block. Sign off was agreed on a site by site basis at site pre-inspection prior to works taking place with site team and clerk of works.

c) KCMTO Clerk of works would manage on site with Manse Masterdoor site team and installers until rectification had taken place, once completed sign off would take place, this was also recorded via clerk of works weekly reports and if any h&s items raised via H&S coordinator by Baily Garner (Health & Safety) Limited reports as part of overall Monthly site progress meetings.

d) Complaints were managed by Resident Liaison Officer, Lorna Cunningham and Manse Masterdoor Resident Liaison Officer, Natasha. All records of complaints and resolution of those raised were recorded and held via emails and monthly progress reports and how rectification took place, date and time.

I formally confirm that the contents are true

I am willing for the statement to form part of the evidence before the Inquiry but do not wish for it to be published on the Inquiry website.

Signature Abigail Vallo Acosta

Date 19th December 2019



Abigail Vallo Acosta

Private and Confidential

Ms Victoria O'Brien

By e-mail only: victoria.obrien@grenfelltowerinquiry.org.uk

Re: Kensington and Chelsea Tenant Management Organisation- Phase 2 of the Grenfell Tower Inquiry ("the Inquiry") Request for evidence under rule 9 of the Inquiry Rules 2006 ("the Rules")

This declaration is to provide a secondary witness statement addressing the issues set out below as requested by the Inquiry Team. Have responded to the best of my knowledge at the time requested as over 11 years ago.

Further Issues addressed by my witness statement:

1. a) Carl Stokes, Baily Garner H&S Coordinator, Clerk of Works for KCTMO and Manse Masterdoor Site Supervisor. Consideration was taken if works were notifiable and an F10 was issued for the works across boroughwide for the overall programme of works at pre construction phase.
2. This document was issued on site at their site office as part of the site set up and included in H&S Files issued by Baily Garner (Health & Safety) Limited ahead of works commencing on site.
3. Baily Garner (Health & Safety) Limited which is a wholly separate business to the LLP Baily Garner. Baily Garner (Health & Safety) Limited was appointment was via the LAPN Framework.
4. Alan Thomas fulfilled role by Baily Garner (Health & Safety) Limited which is a wholly separate business to the LLP Baily Garner. Baily Garner (Health & Safety) Limited was appointment was via the LAPN Framework, they undertook CDM duties under 2007 requirements. Pre, during and post contract, h&s files, adhoc site visits to ensure compliancy etc via their appointment and on behalf of KCTMO. You can seek further information of their appointment, via them direct, LAPN Framework or KCTMO.

I formally confirm that the contents are true

I am willing for the statement to form part of the evidence before the Inquiry but do not wish for it to be published on the Inquiry website.

Signature Abigail Vallo Acosta

Date 19th December 2019



Abigail Vallo Acosta