

DRAFT & CONFIDENTIAL – CONTAINS LEGALLY PRIVILEGED ADVICE**TRANSPORT FOR LONDON****BRIEFING NOTE****TfL PLANNING, LEGAL & FINANCE****SUBJECT: GARDEN BRIDGE – PROPOSED NEXT STEPS****DATE: 16 JANUARY 2013**

1 Background

- 1.1 A new footbridge has been proposed in central London connecting Temple with the South Bank. The Mayor is keen to support this proposal on the basis that TfL could lead on promoting the project, as it did with the Air Line. As such, TfL would also be responsible for securing the necessary sponsorship and third party funding to enable the bridge to be constructed. Subject to appropriate authorities, TfL could fund the cost of developing the project to the point where third party funding was identified. In the absence of this third party funding being secured, the project could not proceed.
- 1.2 The purpose of this note is to set out a number of options for taking this scheme forward in terms of procurement and to outline the potential milestones.

2 Defining the specific objectives and outcomes that are sought from the project

- 2.1 An important first phase would be to establish a clear policy statement of need for a new crossing of the Thames in this area. Whilst the Mayor's Transport Strategy is supportive of the principle, it would be important to have a more detailed policy developed and agreed with the local authorities on either side of the river that establishes a clear need and a defined set of objectives for the crossing. This would be progressed during January and February 2013. This would need to set out the objectives for the crossing in relation to connectivity and position it in the context of the Mayor's Transport Strategy. The issue of cycling connectivity would have to be addressed at this stage.

3 Mayoral Delegation and Direction

- 3.1 TfL's has a range of statutory functions and powers, as set out in the Greater London Authority Act 1999 (relating to "transport facilities and services") and as a highway authority. It is, however, not completely clear that a footbridge is within those powers and it would be prudent to seek a delegation of the Mayor's "wellbeing" powers under section 30 of the GLA Act and a direction that they be implemented, thereby incorporating the requirement into TfL's statutory functions. This is the approach that has been taken with cycling initiatives across TfL.

3.2 This Mayoral Delegation and Direction would set out the need for the proposal and the budget requirement and overall strategy for delivery. It is assumed at this stage the budget for the development costs would be accommodated within TfL's existing budget. A Mayoral Delegation and Direction could be prepared during February 2013, once a clear statement of need and objectives has been defined.

4 Securing the Necessary Authorities

4.1 Once the Mayoral Delegation and Direction has been confirmed, TfL would need to secure the necessary project and financial authorities to progress the work. Assuming this would involve an approval from the Board (given the project cost estimate is in excess of £25m), this would need to take place at the March TfL Board meeting (to which the Mayoral Direction will also have to be reported).

5 Procurement of Designers

Scenario 1 – use existing frameworks (non OJEU)

5.1 TfL has existing frameworks in place for engineering design consultants; town planners and architects and designers. One of these frameworks could be used as the basis of a mini competition between capable members of the framework, avoiding the need for an OJEU process. This would limit the competition to those companies on the framework, who may not all have the type of skills and expertise necessary for this kind of project. However, companies on the framework could engage with additional partners as necessary, to respond to the requirements of the brief.

5.2 At present, Heatherwick Studio is not on any of the existing TfL procurement frameworks although they are a registered TfL supplier. For them to participate in this process, they would have to partner with one of the framework suppliers; that is not something that TfL can dictate to framework suppliers..

5.3 The timescales associated with this approach are set out below:

Procurement Milestone		Date
Stage 1: Establish policy statement of need		January/February 2013
Stage 2: Secure Mayoral Direction to proceed		End February 2013
Stage 3: Secure the necessary project and financial authorities		March 2013
Stage 4:	Circulate brief to framework consultants	End February 2013
	Time for consultants to respond	Minimum 4 weeks
Stage 5: Appoint selected design team		Early April 2013

Scenario 2 – OJEU based

5.4 In the absence of a framework with suitable suppliers, the procurement of the whole design team for the bridge would be subject to competition through OJEU. The nature of a bridge being procured by TfL means that all procurements in relation to it (construction and maintenance etc, as well as the design team) will be governed by the Public Contracts Regulations 2006 (as opposed to the Utilities Contracts Regulations 2006).

5.5 It may be that a bespoke approach to the market through OJEU using the specialised “design contest” provided for in procurement regulations is preferable for this project. This approach has the benefit of addressing the market as a whole on a bespoke basis. This process would take place in two stages:

Stage 1: OJEU notice and prequalification of a shortlist of bidders; and

Stage 2: Inviting the shortlist of bidders to participate in a design competition.

Stage 1: OJEU Notice and pre-qualification

5.6 This stage would involve the placing of an OJEU notice and the preparation of a Pre-qualification questionnaire (PQQ) that would be used to pre-qualify a short list of bidders. From placing the notice to completion of the assessment of the PQQ responses would take about 2-3 months, depending on the number of submissions.

Stage 2: Design Competition

5.7 The design competition element is a specialist procedure that can be used following an OJEU advertisement. While, administratively, the process is similar to any other OJEU based process and clear evaluation criteria etc will still be needed, it enables consideration of design concepts by a “jury”. There are certain rules about the qualifications and composition of the jury and care will be needed if GLA representatives are involved to ensure that they do not compromise any planning decisions that may be required of the Mayor (or his nominee) in due course.

5.8 The “prize” of the contest is generally the contract for the full design of the structure concerned. It is possible to give a monetary prize without the long term design contract, although intellectual property and collateral warranties would need thorough control to ensure any subsequent advisors (who would also have to be procured competitively) can rely on the winning design.

5.9 The nature of design proposals means that it is often the case that the ideal solution is the one prepared by the winner of the design contest, with elements of other proposals. It may be appropriate, therefore, to secure certain intellectual property of all the final stage contestants and to pay for that. In a similar vein, there is nothing to prevent the award of honoraria to final stage contestants if that is thought appropriate to secure sufficiently detailed submissions.

5.10 This design competition process could commence in early July and be complete by the end of November. Assessing the proposals and making a final decision would

be complete by end of November/early December 2013. An indicative timeline of the next steps for the procurement process is given below:

Procurement Milestone		Date
Stage 1: Establish policy statement of need		January/February 2013
Stage 2: Secure Mayoral Direction to proceed		End February 2013
Stage 3: Secure the necessary project and financial authorities		March 2013
Stage 4:	Place OJEU Notice and publish PQQ	Commence April 2013 for min 37 days
	Deadline for PQQ responses	15 days after the 37 day advert period
	Review PQQ responses and agree shortlist	20 days – complete end of June
	Invite shortlist to tender through the design competition	Commence July for a min 40 days – likely to be longer
	Deadline for responses	Mid/Late September
	Assessment of responses	Complete by end of November
Stage 5: Appoint selected design team		November/December 2013

Scenario 3 – Non-OJEU competition for Designers

- 5.11 The quickest approach would involve TfL separating out the first stage design work from the second stage appointment of engineers and other consultants (with appropriate collateral warranties between the various appointees). The first stage would be a bespoke competition to appoint a design advisor on the basis that the existing frameworks did not include companies with the skills necessary to meet the requirements of the brief. If the value of the design work to be undertaken is less than the OJEU threshold (currently £173,934), advertisement in OJEU is not necessary, although case law indicates that some form of advertised competition is required and could be handled through local and/or trade press.
- 5.12 The competition could follow a conventional procurement process and the appointed designer would be used to develop a design brief for the proposal which would form the basis of a future tender for engineering design services, drawing from the TfL framework.

Procurement Milestone		Date
Stage 1: Establish policy statement of need		January/February 2013
Stage 2: Secure Mayoral Direction to proceed		End February 2013
Stage 3: Secure the necessary project and financial authorities		March 2013
Stage 4:	Provide for advert? 2 stage process to filter out as necessary? Circulate brief to selected design consultants	End February 2013
	Time for consultants to respond	Minimum 4 weeks
Stage 5: Appoint selected designer		Early April
Stage 6: Produce design brief for the bridge		April - May
Stage 7: Appoint engineering design consultants from the framework on the basis of the design brief		June (for 4 weeks)
Stage 8: Engineering design consultants appointed		July 2013

Scenario 4 – TH led Approach, TfL Support

- 5.13 An alternative scenario could involve Heatherwick continuing to lead the project and TfL providing support as necessary. The Heatherwick team would be responsible for securing the necessary funding to progress the design and consents and build the bridge. TfL's support could be a contribution in kind towards the planning and delivery of the project.
- 5.14 This approach could be quicker than TfL led options as there would be no requirement to comply with public procurement rules but it would mean that Heatherwick would be responsible for funding the ongoing work of the design team; negotiating land and rights for the bridge and funding the construction work.
- 5.15 Following some informal discussion with Arup, it appears that there has been an element of engineering design already undertaken by the team working with Heatherwick which includes Arup and Mace. We understand that this work has been undertaken on a pro-bono basis. In the absence of funding being secured, it is unlikely that Arup and Mace would agree to continue working on a pro-bono basis, although this is a matter for them to decide.

6 Programme and Milestones beyond Procurement

- 6.1 Once the design team is procured, TfL would commence the planning, design and feasibility work for the project as outlined below – set out in terms of monthly milestones:

Developing the Concept Design (Month 1 – Month 6)

- 6.2 The first stage would involve developing the winning design to reflect the objectives for the bridge but also to understand the full costs with appropriate levels of contingency and the potential for the cost to be covered by sponsorship. This would need to consider a number of possible alternatives and address issues such as cycling which may involve possible change to neighbouring bridges as part of a broader strategy. This should also reflect the comments received during the consultation.
- 6.3 This would involve extensive consultation and discussion with key stakeholders such as the local planning authorities; PLA; EA and local landowners. This would also need to allow for public consultation on the proposals

Developing a Land and Consents Strategy (Month 1 – Month 6)

- 6.4 Any bridge would require full planning permission as it constitutes “development”. A separate planning application would need to be submitted to the London Borough of Lambeth and the City of Westminster. The application would be referred to the Mayor of London under part 2C of the Mayor of London Order – “a new crossing under or over the River Thames”. The bridge would be considered a major development. It will be important, therefore, that the Mayor avoids expressing opinion on this particular structure.
- 6.5 The necessary land and rights would need to be secured from third parties or other public bodies to enable the bridge to be built. This includes the necessary air space within which the bridge will sit. In the absence of any CPO powers, the land and rights will need to be secured through agreement with the landowners. In the case of the Air Line this involved acquiring land from third parties, some of whom received compensation as a result. Land agreements and transfers/leases would need to be secured.
- 6.6 Given the impact of any bridge proposal on the river and navigation, TWA could be a vehicle that could be used to secure the necessary powers. This could take longer than conventional Town and Country Planning powers but would have the benefit of bringing all of the consents and land and rights issues together in one process. A decision on whether a TWA would be necessary/the most effective option would depend on the level of land impacts and the position taken by stakeholders and affected landowners.

Developing a funding strategy focused around sponsorship potential (Month 1 – Month 6)

- 6.7 A new bridge in this location would be very high profile and as such attractive to potential sponsors. The Air Line sponsorship model is very relevant to this proposal. In this case the Air Line secured a significant financial contribution towards the capital cost in return for a 10 year sponsorship agreement with TfL. In the case of a bridge any overt branding on the structure may be a considerable planning obstacle and as such, branding may be more limited, to matters such as naming rights.
- 6.8 There may be single sponsors who are interested in the proposal or there may be an alternative model where a number of funders or benefactors come together with smaller contributions. All options would need to be considered.
- 6.9 The process of selecting and securing a sponsor could follow the Air Line model, which involved the following key stages:
- identifying the group of potential sponsors/benefactors/supporters who would be interested in associating themselves with such a proposal;
 - defining the proposition for sponsorship – being clear on what is for sale, eg, naming rights;
 - having a competition (OJEU not required) to secure proposals and bids; and
 - developing the selected sponsors proposals and integrating them in the project.

Securing the necessary consents (Month 7 - Month 16)

- 6.10 In accordance with the agreed strategy, the necessary consents and approvals would need to be secured. If a TWA was required, the time taken would be longer than the period outlined above.

Securing the necessary sponsorship (Month 7 - Month 13)

- 6.11 In accordance with the agreed strategy, the process of securing the sponsorship would take place during this period.

Developing a procurement and delivery strategy (Month 7 – Month 11)

- 6.12 There would need to be a defined plan for procurement and delivery that dovetailed closely with the planning process. If TfL was taking a lead role in delivery, a part of TfL would have to be identified to lead the procurement and detailed design and ultimately let a construction contract. In the case of the Air Line, DLR was seen as the best part of the organisation because of their experience with project delivery in the same locality with similar stakeholders and issues. In this case, the delivery part of the organisation would need to be identified early on to support the planning process and ensure an integrated approach and clear transition from planning through to delivery.

Detailed design and Construction procurement (Month 11 – Month 24)

- 6.13 In accordance with the procurement and delivery strategy outlined above and subject to confirmation of funding through the sponsorship process, TfL could commence the process of procuring a contractor to deliver the proposal ahead of all of the consents being in place.

Construction Period (Commence Month 26)

- 6.14 The earliest construction could start would be month 26 after the appointment of the design team which based on Scenario 3, this would be September 2015. Construction would be a minimum of 12 months, possibly more.

7 Other Considerations

Other Footbridge Crossings

- 7.1 A second pedestrian crossing of the Thames is proposed in the Vauxhall Nine Elms area in the vicinity of the new US Embassy. This crossing is being progressed to a similar timescale and to a similar model around sponsorship and funding. This was referred to in the mayoral manifesto as a scheme that the mayor supported. It is part of an agreed plan for the VNEB Opportunity Area Plan. There could be some benefit by combining both crossings into a single procurement process and/or design competition. This would attract a great deal of interest and enable two of the designs to be selected and taken forward for the two different locations. The current time lines for running a design competition for the VNEB bridge assumes a design competition commencing towards the latter part of 2013.

8 Budget Implications

- 8.1 The overall budget required to progress the procurement, design and consents activity could be up to £6m. There would be further costs associated with the procurement of a contractor. Subject to the nature of the sponsorship arrangements, there may also be a requirement to cover the up front land costs as well which could be around £10 million, possibly more depending on the design.
- 8.2 The Mayoral Direction should seek authority to spend up to £6million on progressing the development of the project.

9 Risks

- 9.1 Whilst there would be a number of risks to be addressed through the planning and design of the crossing, one of the earlier risks would relate to procurement and the risk of legal challenge. TfL would have to ensure that the procurement of the design team was robust and could withstand scrutiny and challenge. It would be very important not to make premature announcements around particular designs or proposals ahead of the procurement process being completed.

10 Possible Next Steps

10.1 If TfL were to take a lead role in promoting the project then Scenario 3 would offer the quickest route (see attached Figure 1). This would include the following steps:

- secure a Mayoral Direction to spend £6m progressing the project on the basis TfL will lead the design and consents process and seek to secure a commercial sponsor to fund the delivery. This would be prepared for early February 2013;
- secure the necessary financial and project authorities from the TfL Board as necessary, during March 2013;
- run a bespoke competition to appoint a design advisor – commencing at the end of February and concluding by early April 2013;
- work with the appointed designer to develop a design brief by the end of May 2013;
- secure engineering design consultants from the TfL framework by the end of June 2013;
- have all consents in place by November 2014; and
- be in a position to let a construction contract by September 2015.

10.2 There would be a series of risks with this approach:

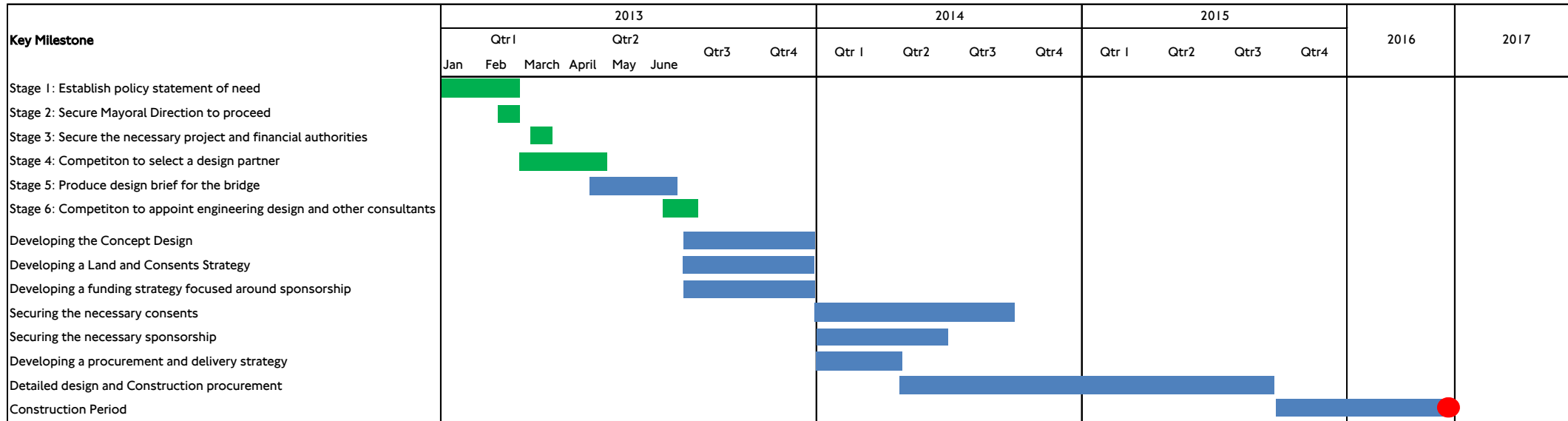
- TfL would be required to demonstrate that this proposal was consistent with policy and a priority in terms of overall need;
- TfL would be exposed to its contribution of up to £6m towards the development costs; and
- There would be a low risk of challenge to the procurement process.

10.3 An alternative approach with Heatherwick leading the proposals and TfL providing support could potentially be delivered in less time (potentially between 6 and 10 months quicker) as there would be no requirement to comply with public procurement rules. Furthermore, Heatherwick may be better placed than TfL to secure a sponsor to fund the ongoing design work and construction of the bridge.

10.4 However, the potential time savings identified would only be achieved if the Heatherwick team were able to carry on funding the design work or a sponsor was available immediately to provide development funding.

10.5 Whilst this approach would insulate TfL against the financial risk of funding the development cost or taking on any wider liabilities, there would be a significant resource requirement for the Heatherwick team to lead this work and undertake tasks such as securing the land and rights required to build the bridge. There would be an ongoing risk that TfL support would be called on to help unlock the project and deal with barriers and blockages along the way without TfL having being fully involved in the design work and satisfied that the solution is consistent with broader policy.

Figure 1: Indicative programme – TfL Led (Scenario 3)



COMMERCIAL IN CONFIDENCE

Transport for London



INVITATION TO TENDER
FOR
BRIDGE DESIGN CONSULTANCY
SERVICES

ITT REF: TfL/90711

PUBLICATION DATE: 13 FEBRUARY
2013

CONTENTS

1. INSTRUCTIONS TO TENDERERS	3
2. RETURN OF TENDER DOCUMENTS.....	4
3. CONFIDENTIALITY	4
4. COMPLIANCE	5
5. CONFLICTS OF INTEREST	5
6. VALIDITY	5
7. CLARIFICATION QUESTIONS.....	6
8. PROCUREMENT POLICY	6
9. RESPONSIBLE PROCUREMENT	6
10. EVALUATION CRITERIA.....	7
11. INTERVIEWS	8
12. INDICATIVE TIMETABLE	8
13. DURATION OF CONTRACT.....	9
14. TERMS AND CONDITIONS.....	9
APPENDIX 1	10
APPENDIX 2: GUIDANCE TO TENDERERS ON TFL'S	12
POLICY FOR ACCESS TO INFORMATION.....	12
SCHEDULE 3 – SPECIFICATION	14

1. INSTRUCTIONS TO TENDERERS

- 1.1 You are invited to submit a proposal to Transport for London (“**TfL**”) for the provision of **design services** as specified in Schedule 3, in accordance with the terms and conditions attached at Attachment 2.
- 1.2 A submission in response to this invitation shall be referred to hereafter as the “**Tender**” and the organisation making such a submission shall be referred to as the “**Tenderer**”.
- 1.3 All references to “**Schedules**” in this document refer to Schedules within this document.
- 1.4 Tender submissions must include the following as a minimum:

Method Statement - The Tenderer must confirm their ability to perform the requirements in the Specification (Schedule 3) in accordance with the contract and also provide details of how the service will be provided to the required standard.

CVs - Brief CVs of the proposed team

Completed Pricing information - Schedule 4.

Completed Form of Tender – Agreeing TfL’s Bespoke Terms and Conditions as stated in Professional Appointment Document (Attachment 2).

Any other information deemed relevant by the Tenderer.

- 1.5 TfL reserves the right to award the contract for which tenders are being invited in whole, in part, or not at all.
- 1.6 TfL will not pay any costs associated with producing a Tender or incurred in any subsequent discussions or clarifications, regardless of whether that Tender is successful or not.
- 1.7 Tenders must be submitted in English and all pages numbered.
- 1.8 All communications from TfL will be notified via the “**Clarifications Service**” on the TfL eTendering portal (<https://eprocurement.tfl.gov.uk/epps/home.do>) to the main contact who registered on the portal.
- 1.9 Tenderers that require additional detailed online help must contact the Help desk which is available Monday to Friday (8am to 5pm) on:

Email: tfl-eproc-helpdesk@eurodyn.com

Phone: 0800 0740503

2. RETURN OF TENDER DOCUMENTS

- 2.1 Please complete and return your tender documents on or before **12 noon on Monday 25 February 2013** via the TfL eTendering portal. Tenders not meeting these deadlines may be declared invalid and rejected, unopened by the Authority.
- 2.2 This deadline may be subject to change by TfL and, in the event of such change, all Tenderers will be informed. TfL reserves the right not to consider any Tenders received after this time or which are in any way incomplete. Tenderers are further reminded that any qualifications outside of those permitted made by them to the requirements of this ITT may lead to their Tender being rejected.
- 2.3 Tenders shall be submitted to TfL, using the TfL's e-portal <https://eprocurement.TfL.gov.uk>. The TfL eTendering portal will reject any tender submission if it is published after the deadline stated in this document. The Tenderer is strongly advised not to leave submission of the tender to the last minute. It is suggested that Tenderers make arrangements for Tenders to be uploaded at least **three hours prior** to the deadline.
- 2.4 The tender document submitted must be in electronic format such as Word or PDF. Please note that no other form of document transmission, e.g. hard copy sent to the Procurement Manager by courier or posted will be accepted.
- 2.5 Tenderers must note that all files uploaded cannot be amended by anyone once published and that original files published by Tenderers will be maintained in an un-altered state on the system right through the procurement process.

3. CONFIDENTIALITY

- 3.1 Tenderers must maintain strictest confidence and not disclose to any third party without prior written consent of TfL, the information supplied by TfL in this invitation to tender document and other confidential information supplied by TfL to the Tenderer.
- 3.2 Tenderers must not communicate to any person other than TfL, the amount or approximate amount of the charges and such charges must not be determined or adjusted by arrangement or in collusion with any third party. The Tenderer must not make any such communication or enter into any collusive arrangement with any third party whether in relation to this tender or a tender submitted or to be submitted by such third party.

- 3.3 The technical specification made available to the Tenderer during the course of qualification, selection and award of contracts is strictly confidential. Such information should not be disclosed to any third party including subcontractors without the prior consent of TfL.
- 3.4 Tenderers are not permitted to:
- make any public statement or communicate in any form with the media in connection with this tender process;
 - use any trademarks, logos or any other intellectual property associated with TfL;
 - represent that the tenderer is directly or indirectly associated in any way with TfL or this tender process;
 - engage in any form of marketing which creates, implies or refers to an association between the tenderer and TfL and/or this tender process; and/or
 - do anything or refrain from doing anything in relation to this tender process that would have an adverse effect on TfL.
- 3.5 Tenderers must direct any queries from the media to the TfL's Press Office on 0845 604 4141 or pressoffice@TfL.gov.uk. If required, Tenderers must seek further guidance from TfL via Richard de Cani.

4. COMPLIANCE

Tenders shall comply in every respect with the requirements of this ITT and the contract. However, TfL reserves the right to consider non-complaint tenders.

5. CONFLICTS OF INTEREST

Any conflicts of interest or conflicting relationships with TfL or any other party that is likely to enter into the transaction should be declared in the proposal.

6. VALIDITY

Tenders shall remain open for acceptance by TfL for a period of three calendar months from the date fixed for return. Please confirm your agreement of this validity period in your tender.

7. CLARIFICATION QUESTIONS

Any technical questions or requests for clarification regarding this ITT should be submitted via the TfL eTendering portal. If TfL considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form to all Tenderers who have responded. The deadline for any clarification questions is **12 noon on Friday 22 February 2013**.

Please do not contact the Contract Manager directly as it is imperative that the process remains fair and transparent to all Tenderers.

8. PROCUREMENT POLICY

- 8.1 TfL reserves the right not to award this appointment to the lowest or any Tenderer and TfL will have no liability (contractual, tortious or otherwise) for failure to consider any tender. Following receipt of tender documents, TfL reserves the right to arrive at a shortlist of prospective organisations without any reference to, or communication with, any of the Tenderers.
- 8.2 The contract will be awarded to the most economically advantageous tender (MEAT) submitted post evaluation, using the specified evaluation criteria.

9. RESPONSIBLE PROCUREMENT

TfL encourages its Service Providers and those companies interested in tendering for its contracts to undertake their activities in line with the principles contained in its Responsible Procurement Policy. Further information on the GLA group's Responsible Procurement work can be obtained from the following web-site: **www.london.gov.uk/rp**

The GLA group has defined 'Responsible Procurement' as the purchase of goods, works and services in a socially and environmentally responsible way that delivers value for money and benefits to TfL and to London.

In June 2006 the GLA group adopted a Responsible Procurement Policy to support the delivery of the Mayor's vision for London. The policy defines seven themes of responsible procurement. These are:

1. Encouraging a diverse base of suppliers.
2. Promoting fair employment practices (including the London Living Wage).
3. Promoting workforce welfare.
4. Meeting strategic labour needs and enabling training opportunities.
5. Community benefits.

- 6. Ethical sourcing practices.
- 7. Promoting greater environmental sustainability.

The requirements of, and matters raised in, the Responsible Procurement Policy will need to be taken into account and addressed in any design work going forward.

10. EVALUATION CRITERIA

10.1 The tenders received will be evaluated by TfL Planning and Commercial - Services and personnel using a pre determined set of criteria. Technical considerations will contribute 75% of the assessment and Commercial considerations will contribute 25% of the assessment as detailed below:

EVALUATION CRITERIA	WEIGHTING
TECHNICAL (75%)	
Relevant design expertise	25%
Relevant experience	25%
Understanding of the brief	25%
COMMERCIAL (25%)	
Based on day rates	25%
TOTAL	100%

Marks will be given in the range of 0 - 5 and will be apportioned according to the tenderer's response in accordance with the following scoring matrix:

0 - Unacceptable.	Demonstrates lack of evidence of understanding of the requirement.
1 - Poor	Does not completely meet the minimum requirement and acceptability is doubtful.
2 - Fair	Shows some evidence of understanding of the requirement but provides a limited or inadequate response.

3 - Good	Demonstrates satisfactory understanding of the requirement – meets minimum requirement.
4 - Very Good	Demonstrates good understanding of the requirement above minimum requirement.
5 - Excellent	Full and accurate understanding of the requirement with some innovation/added value.

10.2 Opportunity Adjustment

Following its evaluation of the tenders received, TfL may, in its sole discretion, invite Tenderers (by application of the evaluation criteria set out in the ITT) to prepare and submit further opportunities to adjust the price element of their submission. At TfL's discretion there may be up to three such opportunities for adjustment. This is an optional stage in the tender process and will only be included where TfL considers it would be helpful and/or beneficial to do so.

11. INTERVIEWS

TfL reserves the right to invite some or all of the Tenderers to attend interviews at short notice during the evaluation period. The purpose of the interview will be to seek additional clarification regarding the tenders submitted. Should this be the case, the exact date and location will be confirmed in due course.

12. INDICATIVE TIMETABLE

ACTIVITIES	DATES
Issue of ITT to Tenderers	13 February 2013
Deadline for clarification questions	22 February 2013 at 12 noon

Closing date for return of ITT responses.	25 February 2013 at 12 noon
ITT Evaluation	5 working days
Notification of ITT results	w/c 11 March 2013
Contract Award	w/c 11 March 2013

Please note that TfL reserves the right to change the above dates and timings

13. DURATION OF CONTRACT

The Contract will be awarded for 6 weeks.

14. TERMS AND CONDITIONS

TfL's Bespoke Terms and Conditions have been attached separately –Attachment 2.

APPENDIX 1

FORM OF TENDER

I confirm and accept that:

Terms used and not defined in this Form of Tender shall have the meaning given to them in the ITT. The ITT has been prepared for the purpose of providing information to Tenderers and seeking Tenders for the Services. The ITT comprises this suite of documents and any information which is subsequently made available to potential Tenderers or their advisers by TfL or any of its subsidiaries.

The information provided in the ITT was prepared by TfL in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any TfL Group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the ITT document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested supplier or its professional advisers, and any liability therefore is excluded.

The provision of the Instructions to Tenderers has been complied with.

Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL (on behalf of itself and its group companies) has the right, without prior notice, to change the procedure for the Tender Process or to terminate discussions and the delivery of information at any time before the signing of any agreement relating to the Services.

We acknowledge that we will be solely responsible for all of our costs incurred in relation to the Tender Process and in developing, preparing and submitting any Tender in response to the ITT.

TfL reserves the right (on behalf of itself and its group companies) to award the contract for which Tenders are being invited in whole, or in part or not at all.

We agree that this Tender shall remain open for the acceptance by TfL (or its nominee) and will not be withdrawn by us for a period of three calendar months from the date fixed for return.

Having made due allowance for the full requirements in the ITT we hereby offer to deliver **Bridge Design Consultancy Services** to TfL in accordance with the terms and conditions and Special Conditions stated therein for the estimated price of;

£ _____ in words _____

as detailed in the Pricing Information – Schedule 4.

COMMERCIAL IN CONFIDENCE

SIGNED _____
 FOR AND ON BEHALF OF* _____
 PRINT NAME _____
 POSITION _____
 DATE _____ TEL _____ FAX _____

*Insert company name.

DECLARATION

Note, by completing box 1, you agree to our terms and conditions of Contract. If you do not wish to accept the Contract conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a Contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

1.	I agree to accept TfL Terms and Conditions of Contract – TfL/90711	
	Name	Date

Or

I wish to submit a bid but I am unable to accept your terms and conditions of contract and I have made an alternative proposal which is attached. In doing so I am aware that it could prejudice the outcome of the Tender evaluation

2.	I DO NOT accept TfL Terms and Conditions of Contract – TfL/90711	
	Name	Date

Please complete the following regardless of which option you chose

Position:	For and on behalf of (Company name)	
Telephone:	Facsimile:	Email:

APPENDIX 2: GUIDANCE TO TENDERERS ON TfL'S POLICY FOR ACCESS TO INFORMATION

The Freedom of Information Act 2000 (FOIA) gives the public a legal right of access to information held by public authorities. The public now have a right to know about our work and it is our duty to operate with openness and transparency.

A person making a FOIA request is entitled to two things, unless an exemption applies. These are:

to be informed whether we hold information of the description requested; and if so, to have that information communicated to them.

How does this affect you?

All information held by TfL is caught by the FOIA. The rules about disclosure apply regardless of where the information originated. This means that all the following types of information **may** be subject to disclosure:

information in any tender submitted to us;

information in any contract to which we are a party (including information generated under a contract or in the course of its performance);

information about costs, including invoices submitted to us;

correspondence and other papers generated in any dealing with the private sector whether before or after contract award.

This means TfL will be obliged by law to disclose such information unless an exemption applies.

The legal obligation to respond to requests from the public under the FOIA rests with TfL. TfL must therefore respond to requests as we see fit in our sole discretion. This Guidance explains our policy on the disclosure to the public of information about our private sector suppliers.

General rules on Disclosure

In the absence of special circumstances:

all Invitations to Tender published by TfL will be available to the public on request; responses to tenders will be held in confidence until contract award;

information about the total value of bids will be made available to the public on request, but only in response to requests made after contract award.

Any person tendering for or contracting with TfL must notify TfL during the tendering or negotiating process of information which they consider to be eligible for exemption from disclosure under the FOIA. Such notification must be made in writing and included in your tender submission. Such information must be referred to as

Reserved Information.

Information not identified as reserved information in the way described above is likely to be made available by TfL on request.

For additional information regarding TfL, please visit <http://www.tfl.gov.uk/corporate>

SCHEDULE 3 – SPECIFICATION

PURPOSE OF THE BRIEF

1. This Invitation to Tender (ITT) is being issued by Transport for London (TfL) to secure design advice to help progress ideas for a new footbridge crossing of the River Thames in Central London.
2. The Mayors Transport Strategy (MTS) and London Plan is supportive of the need for improvements in pedestrian connectivity in central London that support an overall enhancement in the quality of pedestrian routes across the central area. The MTS is particularly supportive of a shift in shorter trips from public transport to walking to reduce congestion on the public transport networks.
3. The population of London is forecast to grow to potentially 10 million people by 2033 with a continued increase in the number of people working and travelling to central London. Over the past 10 years there has been a sustained increase in the number of people using national rail services to travel into London which in turn has led to a significant increase in the demand for onward travel from the main line rail terminal. Waterloo is the busiest station in London with significant demand for onward travel using the tube and bus. TfL has been actively encouraging people to consider walking to their onward destination (many of which are within 20 minutes walk) and one of the challenges is access across the river towards the midtown area.
4. In addition, there is a focus of activity along the South Bank area with major developments planned and a high concentration of cultural and leisure activities. Access to the South Bank is limited to a number of crossing points and there is a clear desire to improve access points from the north to spread the activity that is clustered on the South Bank to the north side of the river but also to improve access to key tube stations such as Temple, as a gateway to the South Bank.
5. TfL and the GLA have identified the potential for a new footbridge in central London connecting the South Bank with the Temple area and are looking to appoint a design advisor to help develop this concept to understand the potential and the scale of costs and benefits. A new footbridge in this location could offer benefits in terms of connectivity for pedestrians but would also be a positive contribution to this important cultural and leisure destination.
6. Such a bridge in this location would have to be of a high quality design to meet policies in the local planning documents and the London Plan.
7. This initial study will help examine the potential for a footbridge in this area, considering a number of different locations and taking into account a range of constraints in the area. The appointed designer would work with TfL to identify and test broad options and to help identify a potential preferred option that could be considered further.

TENDER REQUIREMENTS

8. Tenderers are asked to submit details of CV's of proposed individuals, along with day rates and two pages of recent relevant experience to this commission. Tenderers are also asked to submit a short statement outlining their overall approach to the work, limited to six pages in total.

SCHEDULE 4 - CHARGES

To be completed by the Service Provider.

Please provide consultants' daily rates.

marks barfield
architects 



New Footbridge Crossing of the River Thames
Invitation to Tender
Transport for London

February 2013

CVs + Relevant Design Experience



David Marks

Managing Director Marks Barfield Architects

David will be director with overall responsibility for the project. He will be proactively involved with all aspects of the project attending key client meetings, guiding direction and development of the design and supporting the team. He had a position as Chair on the Waterloo Projects Board, experience with the Coin Street Community builders and is currently engaged with TfL on the Nine Elms Thames Footbridge.

Employment Record:

1978 – 1979	Tetra Modelmakers (joint founder)
1981 – 1988	Richard Rogers and Partners
1989 – date	Marks Barfield Architects
1994 – 2006	London Eye Company Founding Director
2002 – 2007	Waterloo Projects Board (Chair)

David Marks MBE FRSA RIBA

After spending 7 years at Richard Rogers and Partners David co-founded Marks Barfield Architects with Julia Barfield in 1989. David is joint Managing Director of the company, with Julia.

David has an overview of all projects in the practice. All projects are peer reviewed at meetings which are held weekly in the open plan office. David is accessible to all architects and designers and review all projects at all stages of development, ensuring a high level of quality of service to our clients.

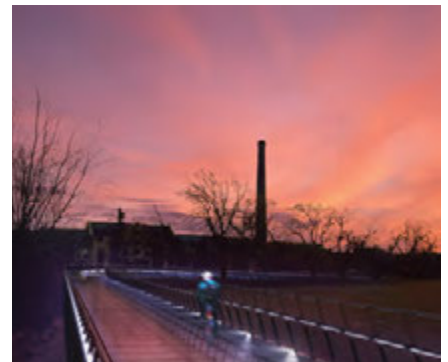
In 1994 David and Julia founded the London Eye Company and demonstrated a sophisticated business capability in which the roles of architect, client and entrepreneur were skillfully combined. The London Eye has become the most popular attraction in the UK and is recognized as a new symbol of London and the UK.

David's primary role in the company is leadership of the practice and its design philosophy. His domestic and overseas experience in leading multi-disciplinary teams across various sectors, with numerous specialist and engineering consultants, have helped develop his professional skills as a leader; managing quality, meeting tight programmes, and winning difficult planning permissions. David has developed extensive skills in public and statutory consultation, handling multiple stakeholder representatives and obtaining collective decisions and approvals.

In 2000 he was made an MBE in the Queen's New Years Honours List. He also received the Prince Philip Special Commendation for Outstanding Achievement in Design for Business and Society.



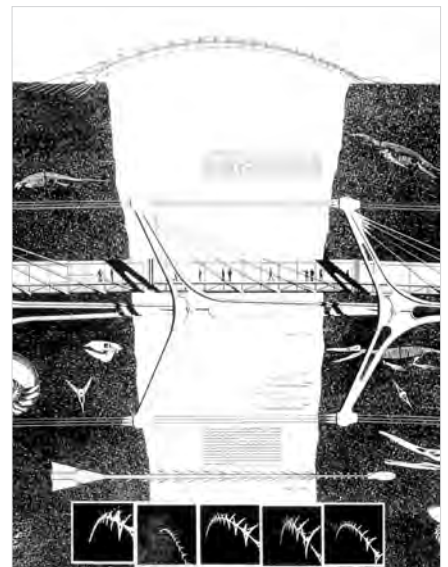
London Eye



Cambridge Footbridge



Kew Treetop Walkway



Bridge of the Future

CVs + Relevant Design Experience



Julia Barfield, Faces of British Architecture by Timothy Soar

Julia Barfield

Managing Director Marks Barfield Architects

Julia will be the alternate director in charge. Her experience working on the CABE Review Panel, the South Bank Employer's Group and RIBA Awards Panel are highly relevant to the role of Design Advisor for the new footbridge.

Employment Record:

1978 – 1979	Tetra Modelmakers (joint founder)
1979 – 1981	Richard Rogers and Partners
1981 – 1988	Fosters Associates
1989 – date	Marks Barfield Architects
1998 – 2007	South Bank Employers Group (Director)
1994 – 2006	London Eye Company Founding Director
2012	LLDC Quality Review Panel
2013	RIBA National Awards Panel

Julia Barfield MBE FRSA RIBA

is a Founder Director of Marks Barfield Architects, established in 1989, which won 'Architectural Practice of the Year' in 2001 and a 'Queens Award for Enterprise' in 2003. Together with husband partner David Marks, they were the originators and creative entrepreneurs behind the design and realisation of the London Eye.

Julia studied at the Architectural Association (AA) and spent her year out in South America working in the barriada's of Lima in Peru. She worked for Richard Rogers & Partners and Foster Associates for 9 yrs; as project architect for the Sackler Galleries in the Royal Academy, Piccadilly, responsible for developing the early design strategy.

Julia has an overview of all projects in the practice, and is actively involved in leading the design strategy, concentrating on two of the practice's strengths in stakeholder consultation and site and brief analysis.

Julia is currently on the RIBA National Awards Panel and has been an Awards assessor for the RIBA, the Civic Trust and on numerous design competitions, including the one for Jubilee Gardens. She was on CABE National Design Review Panel - 5 yrs; Guy's & St Thomas' Members Council – 5yrs and the Earl's Court Master Plan Design Review Panel on behalf of both Kensington & Chelsea and Hammersmith & Fulham Borough Councils. Julia is currently on the LLDC Quality Review Panel, overseeing legacy development in and around the Olympic Park. The principle of design review is integrated into the practice culture with regular design reviews taking place weekly on all projects. Julia lectures regularly at conferences (most recently in Beijing) and universities and is an advisor for the Interdisciplinary Design for the Built Environment Masters course at Cambridge University and an external Assessor for Architecture at Queen's University Belfast.



Bayt Abdullah Hospice Magic Carpet Walkway



Bayt Abdullah Children's Hospice Walkway, 2012



Tate Pier, showing Angela Bulloch's light artwork



Tate Pier showing Houses of Parliament behind

Relevant Experience

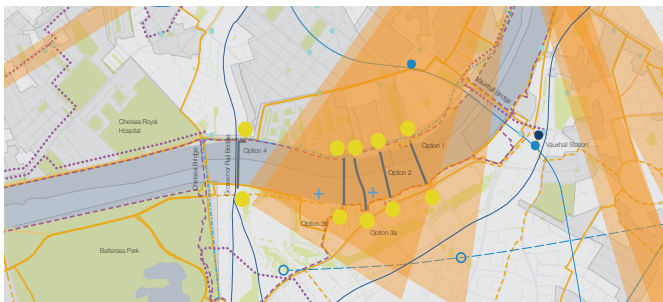
Marks Barfield Architects (MBA) have relevant experience, not only in the design and delivery of many bridges and large scale special structures, but also have considerable experience of working in, over and adjacent to the River Thames in particular.

This unique combination of specifically relevant knowledge, accumulated over the last 10-15 years, will enable MBA to apply all the lessons learnt to the study of the feasibility of the New Thames Bridge.



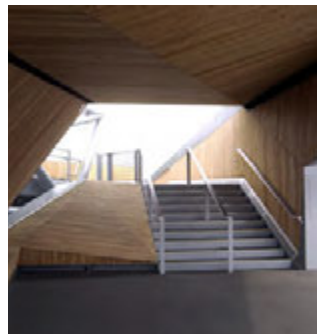
London Eye (building in the river)

The realization of the London Eye required successful negotiation of a highly complex landscape of environmental, ownership, statutory, engineering, financial & technical constraints, many (often conflicting) stakeholder aspirations and culminating in an immovable deadline. An example of a lesson learnt was the use of the river to transport large structural elements, reducing time on site & had programme & cost advantages, safeguarded construction quality & delighted the PLA who encourage use of, and focus on, the river.



Nine Elms - Pimlico Bridge

MBA is currently part of a Team advising TfL on options for the location and landing of a proposed new footbridge at Nine Elms. This study is looking at all the same issues that will need to be considered for the proposed new footbridge connecting Waterloo to London's midtown area. The study analysed the context in terms of its history, the local transport and pedestrian movement, engaged in stakeholder consultation and developed and evaluated 5 potential options.



Tate Pier (building in the river)

"The most radical landing stage ever built in Britain" said Independent Review. The pier design is highly original, both aesthetically & in its engineering. The engineering innovations helped deliver to a tight budget, reduced maintenance cost & enhanced the appearance. There was close co-operation between Engineer, Architect, Artist, Contractor & Fabricator. It includes Angela Bulloch's 'Flash and Tidal' artwork, where fluorescent lighting changes colour in rhythm with the tide & has 63 flashing lights on the outside. Completed 2003.



Thames Gateway Bridge

We were appointed by TfL & GLA to lead design proposals as part of a wider Design Team, with Halcrow Ltd, Scott Wilson & Mott Macdonald. The £450m project included the provision of a 6-lane bridge crossing (2 public transport lanes), separate provision for cyclists & pedestrians & is compatible with light rail transit systems. Objectives included significant transport economic benefits, enhancing quality of life, strong community support, good value for money, high sustainability targets & minimal unwanted environmental effects.



Waterloo Millenium Pier (buidling in the river)

The Waterloo Millenium Pier came from a need to build a protective barrier around the London Eye against impact from errant ships. The project then developed to double up as a landing point at the suggestion of River Boat operators. The design subsequently developed in conversation with River Boat Operators and the Port of London Authority. Completed 2000.

Relevant Experience



Cambridge Footbridge

The Babtie / Marks Barfield design for the bridge is an elegant, simple, straightforward structure, strikingly modern & instantly recognisable, & acknowledges the small span across the river. The division of the cycle and pedestrian "lanes" as the bridge crosses the Cam has a distinct structural purpose, as well as giving better physical separation. The structural design is derived from the two ribbon-form decks, which are gradually separated, horizontally and vertically, from the points of support on the banks, such that a viereendeel structure emerges.



Kew Gardens Treetop Walkway

The Walkway rises 18m high into the tree canopy for a birdseye view. Assembled from 12 modular trusses, connected by 10 circular 'node' platforms it forms a 200m loop through woodland designed by Capability Brown. A large platform provides space for school groups up to 35, & a bench enables visitors to rest & enjoy views towards the Palm House. Design inspiration was drawn from the Fibonacci sequence found in nature. Fabrication in Weathering Steel, off site, minimised disruption within the sensitive environment. Completed 2008.



Springfield Bridge

The Bridge forms an important part of the access strategy to West Southall Gasworks. The pedestrian & cycle bridge links the new residential development, east, with Hayes & the green space, west. The high quality design ensures a robust interface & considers the underpass experience from the towpath, which will have access to the bridge. Ribbon-like arches will accompany a gently curved deck. The bridge will improve accessibility and contribute to the recreational character of the green space, providing unique views into the landscape.



Wembley Station Link - White Horse Bridge

Marks Barfield designed 2 linkages from the Wembley Stadium to the Wembley Central Stations - the new White Horse bridge & the urban realm. On event days, as many as 8,000 people use this route in an hour. The urban realm had 2 aims; to create an important new public space to share the regeneration benefits enjoyed by the Quintain Development, the new stadium & the town centre, and to set a new standard for public realm design in the area. The aim was to ease congestion, and become an area for local & communal activities. The bridge is fabricated in flat steel plate with a tapering triangular section. The twinned arches rise 11m above the bridge deck, its 30m span supported by steel cables from both arches.

The space is segregated into 3 zones:

1. An optional queuing zone on the west side of the martialing area.
2. The central zone provides direct access from the bridge to Wembley High Road.
3. A queuing area for train station platforms.

These zones are separated by linear elements that define the space and break it into smaller areas. They are also designed to be both a seating and rest area. Completed 2008.



Relevant Experience



Bayt Abdullah Children's Hospice

Bayt Abdullah Children's Hospice is the first hospice in the Gulf region entirely dedicated to children. It is the brain-child of a group of hospital volunteers led by Margaret Al-Sayer, and was named after 4 year old Abdullah; a little boy whose courage and determination, in the face of his ultimately fatal illness, inspired them to act. Margaret and her team were convinced that the environment makes a significant difference to children's response to treatment and to their quality of life, and so set about fundraising and commissioning a totally new kind of centre for their long-term care.



The three play structures are the central focus of the Hospice and integral to its palliative care philosophy. There is a kaleidoscopic observation wheel, magic carpet and walkway which leads above the rooftops, culminating in an observation platform overlooking a flamingo feeding ground; a nature reserve and the Persian Gulf. The playground structures are intended to raise the spirits of the children; engage their spirit of adventure while being friendly, fun, exciting and, importantly, accessible to both mobile and wheelchair-dependent patients and their carers. Completed 2012.



County Hall Bridge

Built to provide disabled access into the London Eye ticket office within County Hall, the bridge was designed to be as transparent as possible, with a glass balustrade to provide minimal intervention within the existing façade of the Listed County Hall building. Marks Barfield consulted closely with English Heritage and the local planning authority to successfully win consent for this bridge which had previously been refused planning permission. The bridge was completed in January 2000.



Vauxhall Treeline

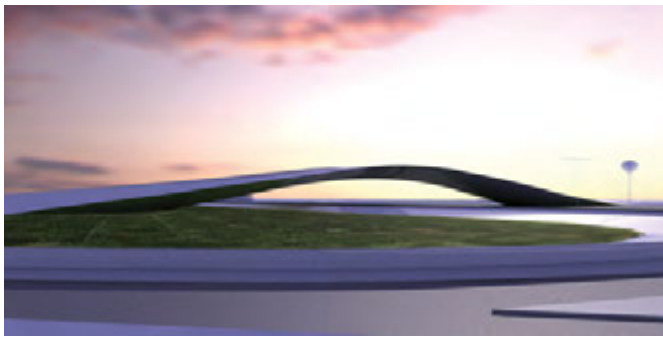
A competition winning, public realm proposal for Vauxhall Cross, to transform the public realm for pedestrians & cyclists, improve pedestrian links, & make improvements for a key transport interchange. The proposal is in 2 phases; Phase 1 is the high-level, planted greenway ('The Treeline', planted with over 450 trees) linking the Interchange with CLS's proposed development at Vauxhall Place & extending to Spring Gardens. Phase 2 is the building of a new interchange as a glazed Wintergarden, connecting The Treeline, ground & underground.



Dublin Bridge

Marks Barfield were commissioned to design a lifting bridge for Dublin, to be used by pedestrians and public transport. For this innovative opening bridge, a number of options were carried out. Marks Barfield worked up the client's preferred option, which will be a world first.

Relevant Experience



Basildon Bridge

A competition-winning concept design for the A127 bridge, designed for English Partnerships, was inspired by the natural world & reshaped in futuristic & fluid forms. It is simple, imaginative, contextually sensitive & integrated into the landscape. Potential construction materials are; structural steel & a new form of high-strength concrete. The material, Ductal, is under development & being tested by the U.S highways Authority. It has high compressive & bending strength, low values of creep & is fibre reinforced with high durability.



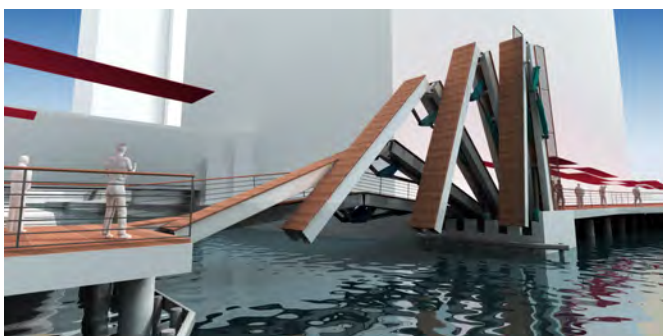
Urban Cable Car

A sophisticated, environmentally friendly, aerial cable car that is a unique urban experience. Over 80 custom-designed capsules, each carrying up to 12 passengers, will transport over 2,000 people through the city per hour. Unlike aerial systems in Hong Kong, Singapore and New York, this system is bespoke from the ground up, with capsules, stations and pylons custom designed to relate to the city's architecture while serving both to transport and entertain like never before.



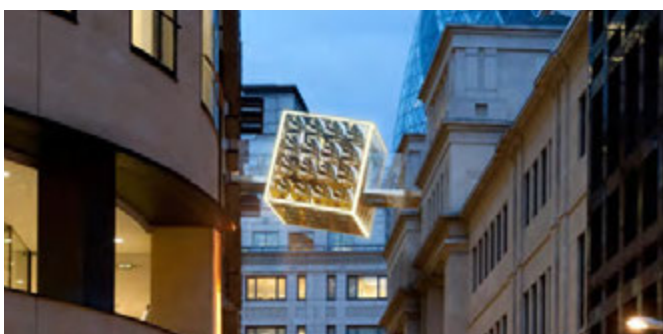
Sunderland Bridge

The bridge will provide a practical link between development & regeneration on both sides of the river. The bridge's delicate structure & elegant form appropriately addresses its context. There will be no environmentally damaging intrusions within the river; natural habitats will remain protected. The pedestrian and cycle ways are cantilevered from curved torsion elements, suspended on each side of the vehicle deck. The single, 80m high inclined mast suspension structure responds sensitively to the particular characteristics of the landforms.



Wood Wharf

The Wood Wharf footbridge is a simple, elegant, retractable, pedestrian bridge distinguished by its 6 folding 'fingers'. The 'fingers' retract in a predefined sequence using articulated rams that can be brightly coloured. Colours shown resemble the rhapsody of blue in the Wood Wharf Logo. The result will be a surprising visual spectacle – a piece of theatre. The bridge in its raised position also acts as a natural barrier to foot traffic on one side and signals that the bridge is open from distance.



Deutsche Bank Bridge

This link bridge is at once a purely functional design connecting and facilitating movement between two buildings in the City of London, as well as a conceptual work in which the boundaries between interior and exterior space are changed in relation to the viewer. Each façade is clad with optical quality mirror-polish convex stainless steel which provide multiple images of the world around. Being more than just a functional link, a mini-gallery is created in mid-space in which works of art on loan from the client's art collection are displayed.

Method Statement - Understanding the Brief



David Marks & Julia Barfield during building of the Eye

Introduction – a ‘light touch’ approach

This proposal for the provision of design services has been prepared at the request of Transport for London (TfL) to help progress ideas for a new footbridge crossing over the River Thames in Central London.

This initial study will help to examine the potential for a footbridge in this area, identify and test broad options, and help to identify a potential option and alignment that could be considered further.



Technical Review in MBA meeting room

Proposed Team

Marks Barfield will draw principally on the expertise and experience of its two senior partners David Marks and Julia Barfield. They will also make available the resources of their design studio (currently 15-strong) and use a network of associated professionals in engineering, town planning, heritage assessment, economic viability, visualisations etc.

It is assumed that TfL will make available and provide relevant services and support in relation to traffic studies, analysis etc.

This proposal only covers work carried out by Marks Barfield.



Wembley Station Link - White Horse Bridge

Critical Issues

We have identified a number of issues with a new bridge over the river. These and a few additional matters will need to be carefully assessed during the study period. These include:

- An understanding of the local transport, cycle and pedestrian movement network,
- Crowd flow and impact on users of the bridge,
- Level of comfort (service) leading to determination of width of bridge,
- Critical levels of adjoining topographical features,
- Gradients of approach ramps, space for access,

- Vertical navigational clearance,
- Identification of services (under ramps),
- Sightlines,
- Measures to incorporate cyclists,
- Sustainability,
- Maintainability/durability,
- Stakeholder consultation,
- Safety of users (vandalism & personal),
- Security including blast hardening,
- Pedestrian environment (lighting, bridge furniture),
- Pedestrian induced dynamics and excitation of the bridge,
- Cost estimation, and
- Economic viability/funding streams.



Wembley Station Link - Public Realm

Further Information Required from TfL (or procured directly by TfL using 3rd parties)

- Topographical Study: This will give a clear understanding of the levels, physical constraints and space availability (including underground utilities).
- Land ownership: TfL will need to clarify the ownership of the land in the proximity of the site.

Consultation – Key Stakeholders

We will consult with TfL in order to identify key stakeholders, consultees, and draft consultation process.

We have first hand experience of negotiation with the Port of London Authority.



Stakeholders for the New Thames Crossing

Method Statement - Overall Approach



MBA Community Engagement in Clapham, London



Initial site analysis diagram

Scope of Work

The following services are offered by the architectural design team of Marks Barfield:

- Data collection/consultation with TfL
- Further consultation with PLA including confirmation of navigation channel and possible options to protect the bridge from ship impact loads.
- Consultation with the Environmental Agency
- Consultation with other stakeholders: Local Authorities (London Boroughs of Westminster, Lambeth, and Southwark, The City of London), Coin Street Community Builders, IBM, etc
- Review existing pedestrian movement study and investigate how the bridge will impact the pedestrian movements locally to the

- bridge and in the wider areas
- People movement study: Assess how users will move on the bridge determining width, segregation and openness
- Accessibility and Inclusive Design assessment: Understand the requirements and most appropriate approach to design the bridge for all users
- Confirm Site Constraints: Given the above information and studies
- Review feasible ramp solutions
- Visualisations: Develop images of the preferred bridge option[s]
- Sustainability: Assess possible options of how to increase the sustainability of the construction but also how to link in with wider sustainability proposals for the area
- Urban realm and historic urban design assessment of impact of bridge.



Kew Gardens Treetop Walkway



Kew Gardens Treetop Walkway

Supplementary Studies by others (if required)

- Envirocheck: Externally sourced data giving more detailed information about the site for use in the Environmental and Geotechnical studies.
- Geotechnical desk study: using all available bore-hole data from TfL.
- Environmental impact assessment screening and scoping study.
- Structural Design
- Foundation solutions and constructability.
- Constructability: Consultation with potential contractors to determine possible construction methodology. Identify working areas
- Landscape design: Develop feasible options of how to integrate the bridge into the surrounding landscape
- Photographic Renders: Develop detailed renders of the bridge options. Photomontage and contextual images of the proposed options. This is a powerful tool to show the visual impact of the bridge options when taking the design to the next stage.
- Forward Planning: Review of planning process and requirements for a planning application
- Public Art Delivery Plan
- Programme
- Identify a business/economic case for the bridge
- Funding options and possible sponsors



Bayt Abdullah Children's Hospice Wheel & Walkway

Deliverables

3 hard copies and one electronic copy of:

- Initial Study Report
- Photomontage and renders of the preferred bridge option

It is proposed that this package of work will be completed in approximately 6 weeks following the commission, and is conditional on receipt of initial information from TfL.

Programme

Information from TfL – 1 week (TBC)
Marks Barfield will deliver the services in line with the following programme:

- Data collection/consultation – 2 weeks
- Location options study – 2 weeks
- Development of preferred alignment and bridge option, including CAD renders – 2 weeks

Pricing Information - Schedule 4

MBA Team Proposal for TfL Bridge Consultancy Services							19/02/2013
ITT Ref: TfL/90711	2013 Week 1	2013 Week 2	2013 Week 3	2013 Week 4	2013 Week 5	2013 Week 6	Notes
New Build + demolition £3m Construction Cost							
Inception	£ [REDACTED]						Team Average Guide only Assumes full time plus VAT
Site Feasibility		£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]		
Feasibility Constraints Report						£ [REDACTED]	
Total						£ [REDACTED]	
Roles			Hour Rate	Day Rate	2005 Framework Rates	Reduction from 2005 Framework	
Principal Director	DM/JB		£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	Reduction possible on lump sum variations if timescale is fixed
Practice Director			£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	
Associate Director/Team Leader			£ [REDACTED]	£ [REDACTED]			
Project Leader/Architect			£ [REDACTED]	£ [REDACTED]			
Project Leader/Senior Architect			£ [REDACTED]	£ [REDACTED]			
Cad Technician			£ [REDACTED]	£ [REDACTED]			
Architectural Assistant(Grade II)			£ [REDACTED]	£ [REDACTED]			
Architectural Assistant (Grade I)			£ [REDACTED]	£ [REDACTED]			
Project Administrator			£ [REDACTED]	£ [REDACTED]			
Average Team Rate			£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	

Validity

We confirm our agreement that this tender shall remain open for acceptance by TfL for a period of three calendar months from the date fixed for return.

Appendix 1

Form of Tender

APPENDIX 1

FORM OF TENDER

I confirm and accept that:

Terms used and not defined in this Form of Tender shall have the meaning given to them in the ITT. The ITT has been prepared for the purpose of providing information to Tenderers and seeking Tenders for the Services. The ITT comprises this suite of documents and any information which is subsequently made available to potential Tenderers or their advisers by TfL or any of its subsidiaries.

The information provided in the ITT was prepared by TfL in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any TfL Group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the ITT document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested supplier or its professional advisers, and any liability therefore is excluded.

The provision of the Instructions to Tenderers has been complied with.

Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL (on behalf of itself and its group companies) has the right, without prior notice, to change the procedure for the Tender Process or to terminate discussions and the delivery of information at any time before the signing of any agreement relating to the Services.

We acknowledge that we will be solely responsible for all of our costs incurred in relation to the Tender Process and in developing, preparing and submitting any Tender in response to the ITT.

TfL reserves the right (on behalf of itself and its group companies) to award the contract for which Tenders are being invited in whole, or in part or not at all.

We agree that this Tender shall remain open for the acceptance by TfL (or its nominee) and will not be withdrawn by us for a period of three calendar months from the date fixed for return.

Having made due allowance for the full requirements in the ITT we hereby offer to deliver **Bridge Design Consultancy Services** to TfL in accordance with the terms and conditions and Special Conditions stated therein for the estimated price of;

£15,125 (or) approximately fifteen thousand one hundred and twenty five GBP

as detailed in the Pricing Information – Schedule 4.

COMMERCIAL IN CONFIDENCE

SIGNED _____

FOR AND ON BEHALF OF* Marks Barfield Architects

PRINT NAME Ian Rudolph

POSITION Practice Director

DATE 22/02/2013 TEL _____ FAX _____

*Insert company name.

DECLARATION

Note, by completing box 1, you agree to our terms and conditions of Contract. If you do not wish to accept the Contract conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a Contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

1.	I agree to accept TfL Terms and Conditions of Contract – TfL/90711	
Name		Date
Ian Rudolph		22/02/13

Or

I wish to submit a bid but I am unable to accept your terms and conditions of contract and I have made an alternative proposal which is attached. In doing so I am aware that it could prejudice the outcome of the Tender evaluation

2.	I DO NOT accept TfL Terms and Conditions of Contract – TfL/90711	
Name		Date

Please complete the following regardless of which option you chose

Position: Practice Director	For and on behalf of (Company name) Marks Barfield Architects
Telephone: _____	Facsimile: _____
Email: _____	

Contact

Marks Barfield Architects
50 Bromells Road
London SW4 0BG

T: 020 7501 0180
E: info@marksbarfield.com
W: www.marksbarfield.com





TENDER FOR
BRIDGE DESIGN
CONSULTANCY SERVICES
ITT REF: TfL/90711

WilkinsonEyre.Architects

Contents

1 Introduction

Schedule 3

2 CVs

8 Relevant experience: Wilkinson Eyre

10 Relevant experience: Flint & Neill

12 Approach to work (methodology)

Schedule 4

18 Day rates

Enclosed Form of Tender
Seperately

Appendix

21 Detailed experience

Introduction

Widely regarded as one of the UK's leading architectural firms, Wilkinson Eyre Architects is well established as an international design consultancy. The practice has built a strong reputation for both process and product, based on the successful delivery of innovative and exciting projects across a number of industry sectors. These have been consistently recognised with the highest industry and civil plaudits – the Gateshead Millennium Bridge, for example, won the UK's RIBA Stirling Prize in 2002 and Germany's Balthasar-Neumann-Preis in 2004. The practice has a diverse portfolio but has emerged as a leader in various sectors including bridge and infrastructure design.

Wilkinson Eyre operates a dedicated bridge team, which is responsible for a large array of high profile projects worldwide in collaboration with a variety of leading international consultants. The practice has been involved with the aesthetic and technical resolution of a vast range of bridge types, from small internal footbridges to long span highway structures. They include static and opening bridges for road, rail, pedestrian, cycle and equestrian use in a variety of combinations, contexts and situations.

Wilkinson Eyre Architects additionally serve the bridge design industry in a variety of ways including representation on professional juries (e.g., Stonecutters Bridge Hong Kong), involvement in the production and review of design guidelines and standards (e.g., LABSE/ Fib International Guidelines for Pedestrian Bridges), as well contributing widely to publications, institutions and conferences.

We approach each design from first principles and with an informed and wide ranging approach to problem solving. In a fully integrated process with the engineering team Wilkinson Eyre add value to bridge projects by holistically considering the key criteria that will fundamentally define the project. Within the constraints common to all, the combined team will evolve an exciting, innovative, appropriate and achievable design, often thinking outside of the box to deliver an unexpected and original solution. The many factors that inform each project are common to all and include at least budget, technical criteria, constructability, physical and cultural context, visual and experiential factors, and general project aims. These factors are inter-related and dependant and the team must consider the effect of each on all of the others. As architects we are not concerned merely by aesthetic issues but by definition must account for, and be creative in addressing, the full spectrum of constraints.



Media City Footbridge



University of Limerick Bridge



Nesciobrug

Curriculum Vitae: Wilkinson Eyre



Year of Birth: 1959
Nationality: British
Joined Wilkinson Eyre Architects: 1986
Position: Director
Member of Royal Institute of British Architects 1984
ARB Registration 1984
AA Diploma, Architectural Association 1983
BA Hons (1st Class) University of Liverpool 1980

Jim Eyre OBE

BA Hons AA Dip Arch RIBA

Jim Eyre has been a Partner/Director of Wilkinson Eyre Architects since 1987 and has been responsible for managing a share of the practice's increasing workload including bridges and infrastructure, museum, commercial, transportation and various other projects. He has many years experience in architectural practice and has enjoyed involvement in a diverse range of project types at all stages of the design and construction process. Jim has generated numerous competition winning concepts in the practice's unrivalled bridge portfolio. His roles include key conceptual design on these projects as well as managing the detailed design process and client liaison. He has a particular interest in multi-disciplinary projects where architectural creativity and engineering principles can be combined to create environments for end and public users.

Jim was awarded an OBE in the 2003 Honours list for services to architecture. With co-Director Chris Wilkinson, his work has been recognised through being widely published and exhibited in the UK and overseas. His publications include 'The Architecture of Bridge Design', and other writings on key infrastructure projects, as well as the practice's 'Exploring Boundaries' monograph in 2007. Jim was an active member of CABE's Design Review Panel, chairing design reviews from 2007 up to the 2011 merger with the Design Council.

Jim has acted as "aesthetic expert" for high-profile bridge and infrastructure projects in the United States and throughout Europe, guiding the design aspirations of other consultants and advising clients on aesthetic issues. He was a jury member for Hong-Kong's Stonecutters Island competition in 2000. Jim has appeared several times on television to speak about the practice's work, including involvement in the extensive coverage of the Gateshead Millennium bridge.

Key Projects Include:

Gateshead Millennium Bridge, Gateshead/Newcastle, UK

Director in charge of unique opening footbridge spanning 120m. The bridge is in a sensitive location next to the Tyne Bridge and comprises a deck curved in plan supported by cables from a canted arch. Responsible for competition winning design, detailed design and technical support during construction.

University of Limerick 'Living Bridge', Limerick, Ireland

500m pedestrian link over the River Shannon at the University of Limerick. The crossing takes the form of a string of cable-trusses arranged on an arc between islands in the river. The bridge was completed in 2007 and received a RIBA European Award in 2008.

Peace Bridge, Derry-Londonderry, Northern Ireland

Architectural design of a 35m long cycle/footbridge across the River Foyle in Derry-Londonderry. Linking former army barracks at Ebrington with the historic city centre across the water, the bridge follows an S-shaped alignment which resolves two skewed axes at each abutment and responds to views up and down the river. Completed 2011.

Floral Street Bridge, London, UK

Competition winning design for an enclosed footbridge linking the Royal Ballet School with the Royal Opera House, Covent Garden. Completed 2002.

Nesciobrug, Amsterdam, The Netherlands

An award-winning 170m long suspension bridge across the busy Rhine Canal outside Amsterdam. The main span and its approaches form a fluid curve which links the re-claimed land of IJburg with main cycle routes to Amsterdam. Completed in 2006.

Media City Footbridge, Salford, UK

Director responsible for a unique opening bridge between the proposed Media City development for the BBC and The Imperial War Museum of the North at Salford Quays. The bridge has a dramatic form and utilises a large, rotating civic space as the counterbalance to the main, 100m moveable span across the Manchester Ship Canal. The project was completed in 2011.

Viaduc de la Savoureuse, France

Part of the planned Rhine-Rhône high-speed train link, the Viaduc de la Savoureuse crosses the Savoureuse Valley between Montbéliard and Belfort. The project covers a 1300m length of the line, comprising not only the 800m long viaduct itself, but also a stretch of earthworks along the west bank of the valley. Completed 2011.

Poole Harbour Bridge, UK

Competition-winning 90m road bridge, configured to evoke the maritime context of Poole with two triangular bascule sections which lift to reveal an analogy of sails. Completed 2012.

Gatwick Airbridge, London, UK

Passenger transfer bridge connecting Gatwick North terminal with new satellite terminal crossing the aircraft taxiway apron. 3 span design with 130m trussed arch central span. Completed 2005.

Port Tawe Bridge, Swansea, UK

Design of pedestrian bridge linking Swansea's regenerated waterfront with a new 'business village' on the opposite side of the River Tawe. Completed 2003.

Lockmeadow Footbridge, Maidstone, UK

Competition winning design of footbridge in highly sensitive site over the River Medway. 90m span cable stayed utilising patented aluminium deck structure design. Completed 2000.

'The Butterfly Bridge', Bedford, UK

RIBA competition winning design for footbridge across the River Great Ouse. 32m span double arched cable stayed bridge. Completed 1998.

Hulme Arch, Manchester, UK

Competition winning landmark bridge design. The bridge is supported by a 25m high parabolic arch spanning diagonally over the deck. Completed 1997.

South Quay Footbridge, London, UK

Director in charge of unique award winning opening footbridge spanning 180m. An 'S' shaped bridge with two raking masts and cable stayed deck. Completed 1997.

Channel Tunnel Rail Link (High Speed 1) Kent, UK

Design and aesthetic brief for all engineering structures on the Channel Tunnel Rail Link project, involving over 100 bridges and associated structures. The project included the bespoke design of major high speed rail crossings at Kings Cross, Ashford, Ebbsfleet and Rochester, plus generic design strategies for tunnel portals and other infrastructure elements across the route. At 1.3km in length, the Medway River Crossing at Rochester is the longest high speed rail bridge in the world, with a central span of 152m. The rail link is highly visible as it crosses the Kent countryside, and therefore it was necessary to design a family of details which could be applied line-wide to create strong continuity across the many structures.

Metsovitikos Bridges, Egnatia Odos, Greece

500m suspension rock anchored suspension bridge with the deck built out from the abutments. Access to the steep sides of the valley is very difficult and the solution provides an exceptionally delicate landmark structure in a spectacular mountain landscape.

Project Oosterweel, Antwerp, Belgium

Project Director for a multispan cable-stay bridge across docklands to the north of Antwerp. Wilkinson Eyre Architects is appointed to a consortium of contractors who are currently bidding for this high-value design construct and manage commission. Works also include proposals for a tunnel under the River Schelde and other infrastructure elements, which will complete an orbital ring around the city centre.

South Capitol Street Bridge, Washington DC, USA

Project Director for the development of a new opening road bridge across the Anacostia River in Washington DC. Wilkinson Eyre Architects developed preliminary concept ideas for the new crossing in partnership with a firm of American engineers.

Curriculum Vitae: Wilkinson Eyre



Year of Birth: 1961
Nationality: British
Joined Wilkinson Eyre Architects: 1991
Position: Director
Member of Royal Institute of British Architects 1996
ARB Registration 1988
Diploma of Architecture, Polytechnic of Central London 1987
BA Hons, Oxford Polytechnic 1985

Oliver Tyler

BA (Hons) Dip Arch RIBA

Oliver has over 25 years' experience in architectural practice, with particular relevant experience in the design of large-scale transportation infrastructure projects, including the Stratford Market Depot and Stratford Regional Station as part of the Jubilee Line Extension. Not only had these buildings to meet a highly complex technical brief, but they were envisaged as distinctive landmarks as part of the new line's identity. Both buildings were shortlisted for the RIBA Stirling Prize.

He has overseen the practice's involvement in the Crossrail project since 1993 which has included the new Liverpool Street station and the initial proposals for the new Crossrail station at Woolwich Arsenal. Other infrastructure projects include the design development and securing consent for the London Cable Car project.

Recent projects for commercial clients, including a number in and around the City, have involved wider urban design issues. At Aldgate Oliver has been responsible for developing a masterplan that entails the reconfiguration of a major gyratory system to create a new urban park and has secured consents for 2 million sqft of offices adjacent to it.

Oliver is highly experienced in dealing with the planning departments of local authorities, in consulting with and securing complex planning consents on a wide range of projects types from commercial office schemes to high profile complex infrastructure projects such as the London Cable Car.

He has led some of the practice's most important and high profile schemes, including taking overall responsibility for the Liverpool Arena and Convention Centre, a major cultural project which was the centre piece for the city's Capital of Culture celebrations during 2008, and which has received a number of awards for its important contribution for the regeneration of the city.

Projects Include:

London Cable Car (Emirates Air Line), London, UK

Project Director for the design of a new cable car scheme in East London, close to the London Olympic Park. The scheme was designed and received planning approval within extremely tight timescales in order to be delivered in time for the 2012 Games.

Crossrail Liverpool Street and Moorgate Stations, London, UK

Oliver is project director overseeing the comprehensive redevelopment of the stations at Liverpool Street and Moorgate to incorporate Crossrail. He was first involved with the project in 1992, when he was project architect for a proposed new ticket hall and oversite development, taken to RIBA Stage F. Subsequently he has been involved with the project through the Hybrid Bill (2003) and MDC design stages and the current advanced works packages.

Crossrail – Woolwich Arsenal, London, UK

Oliver was project director overseeing the design team developing design proposals for the new sub-surface station at Woolwich Arsenal. The project entailed the development of station designs from inception to Stage C, both for a mined tunnel and for the shallow-box station scheme that was actually adopted by Crossrail.

East London Line: Shoreditch & Hoxton Stations, London, UK

Wilkinson Eyre was commissioned as TA3 technical adviser under Mott MacDonald for the project design of new stations at Shoreditch High Street and Hoxton and for the new maintenance depot at New Cross Gate. Oliver was project director heading the design team responsible for the technical design of both stations and the depot.

Stratford Regional Station, London, UK

Oliver was project design architect responsible for the scheme design, detailed design and construction stages of the new station which served as a terminus to the JLEP as well as interchange with DLR, Central Line and Great Eastern mainline to East Anglia. The 4000 m2 building has numerous interfaces with other rail systems and infrastructure. This multi award winning building, which has served as a catalyst to the redevelopment of the area, now serves as the gateway into the 21012 Olympic site.

Stratford Market Depot, London, UK

JLE control complex comprising 15000m² train maintenance and repair depot with extensive amenities and ancillary buildings. Multiple award winning project completed in 1996.

Aldgate, London, UK

Strategic Masterplan on the eastern edge of the City of London providing for approximately 200,000m² of new commercial development. As project director and principal architect Oliver has been responsible for gaining consent for four major new office schemes – Aldgate Union, Aldgate Tower, Aldgate Place and Beagle House. The work has involved complex consultation process with the City Planners, Tower Hamlets, the GLA and numerous local stakeholders.

Bank Underground Station Capacity Upgrade and Oversite Development, London, UK

Located in the heart of the City of London, design for the relief of congestion to one of the busiest stations on the London Underground network by the construction of new passageways, platform and concourse and new ground level ticket hall. The project also investigated possibilities for a large commercial development above the station.

Liverpool Arena and Convention Centre, UK

Competition winning scheme for new civic facilities comprising 10,000 seat multipurpose arena, 1,350 seat conference centre, 7,500m² of exhibition space and major new public plaza. The scheme also includes a 1,600 space car-park and 96 residential units. The scheme formed the focus for Liverpool's celebrations as European Capital of Culture in 2008.

Audi Regional Headquarters, London, UK

Design proposals for new generation of buildings for Audi UK. 10,000m² scheme comprises new regional headquarter with supporting admin offices, exhibition and display, showroom, conference centre and car maintenance facilities.

Dyson Headquarters, Malmesbury, UK

Offices, research and production facilities for Dyson Limited, designers and manufacturers of Dyson cyclonic vacuum cleaners. Constructed in phases. 10,000m² refurbishment and extension of existing. 12,000m² new development. Phase one and two were completed in July 1998; phase Three was completed in August 1999.

Other Projects include:

Canary Wharf Buildings DS3, BP2, BP3 & BP4
Stratford Broadwalk, Stratford City Development
Audi Regional Headquarters, Scotland
Studios for Aardman Animations, Bristol
Basin Sound Recording Studios, London
BP Solar Canopies Dyson Shop, Paris
Clifton Suspension Bridge Visitor Centre, Bristol
Park Hall Road, London

Curriculum Vitae: Wilkinson Eyre



Year of Birth: 1976
Nationality: British
Joined Wilkinson Eyre Architects: 2000
Position: Associate
ARB Registration since 2008
RIBA Registration 2013
Dip Arch 2005, University of Westminster
BA Hons 2000, Bartlett School of Architecture

Simon Roberts

BSc (Hons) Dip Arch ARB RIBA

Simon Roberts first joined Wilkinson Eyre Architects as a year-out student in 2000 and has since returned following his diploma, becoming a fully qualified architect in 2008. He now leads the varied projects that are undertaken by the practice's award-winning Bridge Team.

He has worked on a wide range of projects within the office, focussing primarily on bridge and infrastructure projects at various stages of development ranging from initial concepts, through to detailed design, construction and completion. Simon has experience of designing pedestrian, cycle, highway and rail bridges, of varying spans across the Europe and worldwide. His skills include proficiency in a number of computer software packages which utilise three-dimensional modelling techniques to resolve complex geometric problems. In addition, these models are used in the production of design drawings, graphical representation and photorealistic visualisations.

Simon was an active member of the design team that worked on the award winning Davies Alpine House for the Royal Botanical Gardens at Kew and was responsible for the resolution of a number of the key works packages. He was also Project Architect for the award winning Media City Footbridge in Salford; a 100m long opening structure with a 60m main span that forms an integral part of a major new development for the BBC.

More recently Simon has been the Project Architect for the competition winning immersed tube tunnel solution for the Fehmarnbelt Fixed Link. The scheme proposes a 20km long road and rail link between Denmark and Germany. As well as the interior treatment of the tunnel, Simon led the team in the architectural design of the associated toll plaza and portal buildings which required careful coordination of the interfaces between the works of multidisciplinary consultants.

Projects Include:

Baakenhafen Bridge, Hamburg, Germany

Competition-winning design for a new road, pedestrian and cycle bridge over the Baakenhafen, part of the major new Hafencity docks redevelopment in Hamburg.

Fehmarnbelt Fixed Link, Fehmarn Straight, Denmark-Germany

Architectural consultant to the RAT consortium for a 20km immersed tunnel link between the German island of Fehmarn and the Danish island of Lolland. A state treaty between the two countries to build a 4+2 road and rail link on the line of the "Flying Bird Line" ferry route was ratified in 2009 to complete the link in 2021.

Poole Harbour Bridge, UK

Competition-winning 90m road bridge, configured to evoke the maritime context of Poole with two triangular bascule sections which lift to reveal an analogy of sails. Completed 2012.

Media City Footbridge, Salford, UK

Project Architect for a unique opening bridge between the proposed Media City development for the BBC and The Imperial War Museum of the North at Salford Quays. The bridge has a dramatic form and utilises a large civic space as the counterbalance to the main 100m moveable span across the Manchester Ship Canal. Completed 2012.

University of Limerick Footbridge, Ireland

Architectural assistant for a 500m pedestrian link over the River Shannon at the University of Limerick. The crossing takes the form of a string of cable-trusses arranged on an arc between islands in the river. The bridge was completed in 2007 and won an RIBA European Award in 2008.

Kew Gardens: Alpine House, London, UK

Award-winning glasshouse to house Kew's world famous collection of alpine plants, using passive ventilation principles and located in high profile site adjacent to Princess of Wales Conservatory. Completed 2005.

Peace Bridge, Derry-Londonderry, Northern Ireland

Architectural design of a 35m long cycle/footbridge across the River Foyle in Derry-Londonderry. Linking former army barracks at Ebrington with the historic city centre across the water, the bridge follows an S-shaped alignment which resolves two skewed axes at each abutment and responds to views up and down the river. Completed 2011.

Brighton Marina Outer Harbour, UK

New landmark mixed-use development for Brighton, occupying a strategic position to form a new gateway to the city from the east. The scheme consists of a group of waterfront buildings adjacent to the marina linked by infrastructure elements including a promenade boardwalk across the beach and a swing-bridge at the gateway to the harbour.

Forthside Footbridge, Stirling, UK

Architectural assistant for a landmark footbridge at Stirling Station. The 100m bridge is a unique asymmetrical inverted fink truss and was won in a design competition. Completed 2009.

Project Oosterweel, Antwerp, Belgium

Architectural assistant for a multispan cable-stay bridge across docklands to the north of Antwerp. Wilkinson Eyre Architects is appointed to a consortium of contractors who are currently bidding for this high-value design construct and manage commission. Works also include proposals for a tunnel under the River Schelde and other infrastructure elements, which will complete an orbital ring around the city centre.

Viaduc de la Savoureuse, France

Architectural assistant working on competition-winning viaduct stretching for 1km across the Savoureuse Valley. The completed viaduct will carry rail traffic on the new Rhine-Rhone high-speed train link, and the design has been carefully considered to sit within the landscape of the valley. Completed 2010.

Tappan Zee Bridge, New York, USA

Architect for a new crossing over the Hudson River to the north of New York. The new bridge will replace an existing structure and improve rail and road access between New Jersey and New York. Wilkinson Eyre Architects are currently party to a joint venture that is developing options for a "signature" bridge.

South Capitol Street Bridge, Washington DC, USA

Architectural assistant for the development of a new opening road bridge across the Anacostia River in Washington DC. Wilkinson Eyre Architects are developing preliminary concept ideas for the new crossing in partnership with a firm of American engineers.

New York Footbridges, USA

A collection of six footbridges across railways in and around New York. Several of the bridges are prominent locations with complex site constraints.

Leamouth Footbridge, London, UK

Architectural assistant for new high-level footbridge across the River Lea in East London, linking new development on the Leamouth peninsula with the northern bank of the river. The bridge will be a vital connection enabling the redeveloped peninsula to be integrated with the wider community.

Paradise Street Bridge, Liverpool, UK

Architectural assistant for bridge within the Paradise Street Development Area in Liverpool. The bridge provides improved clarity in links between the city centre, the newly developed area, and the nearby Liverpool Arena and Convention Centre - also designed by Wilkinson Eyre. Completed 2008.

Other projects include:

The Lagoons Bridges, Dubai, UAE
St Croix River Crossing, Minnesota, USA
Ile Seguin Footbridge, France - competition
Stratford upon Avon Footbridge, UK
Tradeston Footbridge, Glasgow

Curriculum Vitae: Flint & Neill



Nationality: British
Profession: Chartered Civil and Structural Engineer
Position: Chief Operating Officer
Years with the firm: 33
BSc, University of Bristol, 1979
MSc, DIC, Imperial College of Science and Technology, 1982
Fellow of the Royal Academy of Engineering, FREng
Fellow of the Institution of Civil Engineers, FICE
Fellow of the Institution of Structural Engineers, FIStructE
Vice president, Institute of Structural Engineers

Ian Firth

BSc, MSc, DIC, CEng, FREng, FICE, FIStructE

Ian Firth is one of the world's leading bridge designers and is highly experienced in the management and direction of bridge design and construction projects as well as in the design, analysis and assessment of complex structures.

He directs the designs, checks and structural assessments of bridge projects, large and small, around the world, and provides specialist advice on long span bridge design and construction worldwide. He has been advisor to jury panels for bridge design competitions and is a regular speaker on the subject of bridge design. He also directs building structures projects and acts as expert witness in connection with claims and litigation.

Ian joined Flint & Neill in 1979 and became of Partner of the then Flint & Neill Partnership in 1990. When F&N joined the COWI Group in 2008 Ian became Chief Operating Officer. He has worked on many major bridges worldwide including several major, long-span crossings, such as the Messina Crossing in Italy, the Tsing Ma, Kap Shui Mun, Ting Kau and Stonecutters bridges in Hong Kong and the Severn, Wye, Erskine and Cleddau bridges in the UK. In addition his work includes more modest spans such as the Inner Harbour swing bridge in Malmö, Sweden and the River Oise bridge in Compiègne, France. He has also been responsible for more than twenty pedestrian footbridge designs in the past ten years, including the award-winning Lockmeadow footbridge in Kent and the Swansea Sail Bridge in Wales.

Projects Include:

Inner Harbour Footbridge, Denmark
Innovative retractable opening bridge across the Inner Harbour in Copenhagen for pedestrians and cyclists. Winner of international design competition. Ian leads the Design Team. (2010 - present)
Client: Københavns Kommune

National Theatre, London
Major redevelopment of the listed building which includes a new production building, extensive re-modelling of back stage facilities, new fit out of the Cottesloe Theatre (now to be known as the Dorfman Theatre) new public spaces and front of house improvements. Includes a temporary theatre, the 'shed', on the theatre square during the works. (2008 - present)
Client: National Theatre

Messina Bridge, Italy
Road and rail suspension bridge between Sicily and Calabria on the Italian mainland. At 3,300 m main span, it will be the world's longest span by some margin and has required the application of state-of-the-art materials, technology and design innovation. Detailed design of the suspension system. (2010 - 2011)
Client: COWI for Eurolink Contractors

West Gate Bridge, Melbourne, Australia
Award winning and complex project to assess and strengthen the historic bridge, including 336m steel box girder cable stayed main span, to enable it to carry additional traffic lanes. (2007 - 2011)
Client: VicRoads

Third Way Bridge, Taunton, UK
Award winning steel tied arch highway bridge across River Tone. (2007 - 2011)
Client: Somerset County Council

Porth Teigr Bridge, Cardiff, Wales
Unusual mixed-use landmark bridge across Roath Basin Lock as part of a major urban development. (2005 - 2011)
Client: Welsh Development Agency / Igloo Developers

Erskine Bridge, Glasgow, Scotland
Principal inspection, structural assessment, strengthening and refurbishment of the 305m main span cable-stayed steel box girder bridge over the River Clyde. (1998 - 2010)
Client: Amey Infrastructure

Fehmarnbelt Link, Denmark-Germany
Conceptual design of the 1632m span suspension bridge alternative for the major road and rail sea crossing. (2009-2010)
Client: COWI-OBERMEYER JV

Forth Replacement Crossing, Scotland
Concept and preliminary design of the new three tower cable stayed bridge with twin main spans of 650m, working with Arup and Jacobs as part of a multi-disciplinary team. (2008-2009)
Client: Transport Scotland

Taizhou Suspension Bridge, China
Independent check, value engineering and specialist advice for 3-tower suspension bridge (2 spans of 1160m) across the Yangtze river. In collaboration with Dorman Long Technology. (2006-2009)
Client: Jiangsu Int. Tender Co.

Dodder Bridge, Ireland
Design of a new opening bridge across the River Dodder in Dublin. (Unbuilt). (2007-2008)
Client: Dublin City Council

Île Seguin Footbridge, France
Design of a pedestrian suspension bridge over the river Seine in Paris, linking Sèvres with the Île Seguin. (Unbuilt). (2005 - 2008)
Client: Val de Seine Aménagement

Port Mann Bridge, Canada
Study of fatigue and road surfacing issues affecting the orthotropic deck of this 366m main span steel arch bridge in Vancouver. (2007)
Client: Delcan Corporation

Padma Bridge, Bangladesh
Preparation of Terms of Reference for design and construction supervision of US\$1,500 Million crossing. Includes a 5.8km bridge, extensive river training works and 12km of approach roads. (2007)
Client: Asian Development Bank

Hale Wharf Footbridge, UK
Design of a pedestrian bridge crossing the River Lea Navigation in Tottenham Hale, London for British Waterways. (Unbuilt). (2006-2007)
Client: Costain / ISIS

Penarth Headland Link, Wales
Design of a multi-span stress ribbon landmark footbridge around the headland between Penarth and Cardiff Bay in South Wales for West Glamorgan Council. (Unbuilt). (2005-2007)
Client: Costain

Leamouth Peninsula Bridge, London, UK
Design of landmark bridge across the River Lea as part of a major new development by Ballymore developers. (Unbuilt). (2006)
Client: Thomas Heatherwick Studios

Myodo-Gwangyang Bridge, South Korea
Tender Design for a 1000m+ suspension bridge. (2006)
Client: Haicrow

Port Mann Bridge Twinning, Canada
Study of feasibility and options for a second bridge alongside the existing Port Mann Bridge across the Fraser River in Vancouver. (2005-2006)
Client: Delcan Corporation

Vidin Calafat Danube Bridge, Bulgaria - Romania
Options study and outline design of a 2km road and rail crossing of the Danube, including development of the design criteria and documentation for the Design and Build contract. (2003-2006)
Client: Scott Wilson

Belgrade Theatre, Coventry
£7.5m re-development scheme involving a new auditorium, rehearsal spaces, front of house and back stage facilities with architect Stanton Williams. (2003-2006)
Client: Belgrade Theatre

Structures for Indoor Tennis
Design and advice for several indoor tennis building structures, including lightweight tensile membrane roof structures and a large number of air supported structures. (1990-2006)
Client: Lawn Tennis Association

Chacao Channel Bridge, Chile
Independent design check for three tower suspension bridge with main spans of 1100 and 1055m. (2005)
Client: Hochtief and Vinci JV

Messina Strait Bridge, Italy
Specialist Advisor for the design and construction of the World's longest suspension bridge. Member of the tender evaluation committee for the appointment of the General Contractor. (2003-2005)
Client: Stretto di Messina SpA

Severn Crossings, UK
Government Representative for maintenance and operation of both the original suspension bridge crossing and the new cable stayed second Severn crossing. (2001-2005)
Client: Highways Agency

Walton Bridge, UK
Tender design of a landmark 150m long steel tied arch with composite deck across the River Thames (2004)
Client: Costain Civil Engineering

Malmö Swing Bridge, Sweden
70m cable-stayed swing bridge carrying highway, cycle track and pedestrians over the inner harbour. (2000-2004)
Client: Malmö City Council

Cleddau Bridge, Milford Haven, UK
Principal inspection, structural assessment, design of strengthening and resurfacing of the steel box girder bridge (main span 213m). (1998-2004)
Client: Pembrokeshire County Council

Curriculum Vitae: Flint & Neill



Nationality: British
Profession: Chartered Civil & Structural Engineer
Position: Director
Years of Experience: 24
BEng Hons, Imperial College London
Associate of the City and Guilds Institute, ACGI
Member of the Institution of Civil Engineers, MICE
ICE Health and Safety Registered

Paul Sanders

BEng, CEng, ACGI, MICE

Paul is one of the firm's Directors, an appointment made as the firm joined COWI A/S in December 2008. His experience covers a wide variety of bridges, including major bridges such as the Mersey Gateway Bridge, Izmit Bay Bridge, Forth Replacement Crossing, and Fehmarn Crossing, as well as more modest spans such as the Schuman Bridge in France and Fabian Way Bridge in the UK.

Much of his work in recent years has been for contractors on design and build schemes but he has also collaborated with a number of world renowned architects. Paul has led the concept, preliminary and detailed design of a number of firm's complex bridge designs, including the award-winning Sail Bridge in Swansea, the Tuti suspension bridge in Khartoum, the Dover Harbour Berth No 6 "Ro-Ro" replacement scheme and the Forth Replacement Crossing in Scotland. Paul led the design of the Compiègne Bridge in France which won the IStuctE Bridges award 2012. Paul also led the design team for the Fabian Way Bridge in Swansea which received the ACE Engineering Excellence Award for Infrastructure in 2009 and was highly commended in the Structural Steel Design Awards and IStructE Special Awards in 2008.

He is currently managing the tender design of the Mersey Gateway Bridge and the detailed design of a highway bridge across the River Saône in Lyon, France, which was won through an international design competition in 2010. Paul was also the Main Crossing Team Leader for the tender design of the Forth Replacement Crossing and is the Project Leader for the Izmit Bay suspension bridge deck design in Turkey.

Projects Include:

Izmit Bay Bridge, Turkey

COWI are under taking the detailed design of the 1550m main span suspension bridge in a highly seismic area of Turkey. Design of the suspended deck is being undertaken by Flint & Neill for which Paul is the Project Director. The 2.68km long deck includes a traditional trapezoidal box girder with approximately 32,000 tonnes of fabricated steelwork. (2011 - Present)
Client: COWI A/S

Dover Harbour Berth No.6 Replacement, UK

Project Director for the tender design and detailed design of the replacement of 2 No 55m link spans from shore to piled dolphins, prepared for a UK fabricator. Link spans comprised of through plate girders with orthotropic steel decks. Design incorporated completed revised hydraulic drive systems. (2011 - Present)
Client: Dover Harbour Board

Schuman Bridge, Lyon, France

Project Director for the detailed design of the superstructure on this €20Million scheme for a 180m long arch bridge across the River Saône. The bridge concept had been developed in conjunction with Explorations Architecture and features dramatic twin twisted arches. Construction is expected to be complete in the spring of 2014. (2011 - Present)

Helix Canal - Kerse Bridge, UK

Tender design of an opening bridge forming part of the £15Million Helix Canal extension project. Paul led the tender design of this challenging bridge design. The bridge has been designed to Eurocodes. (2011)
Client: Grontmij

River Walkham Footbridge, UK

Project Director for the Cat III check of a 200m long footbridge. With spans of up to 60m the superstructure consists of a light weight truss with a precast deck made composite after installation. (2011)
Client: Gifford-Ramboll

St Helen's Footbridge, UK

Project Director leading the detailed design of this £1.5million landmark arch footbridge connecting the new St Helen's Rugby stadium to the town centre. (2010-2011)
Client: Morrison Construction

Forth Replacement Crossing, Scotland

Superstructure Team Leader for the tender stage design of the Forth Replacement Crossing cable stayed bridge. The tender design of this three tower bridge with two main spans

of 650m each is being developed in conjunction with COWI. (2009-2011)
Client: COWI

Compiègne Bridge, France

Project Manager for the competition stage and subsequent detailed design of a new 120m long highway bridge across the River Oise. Working with a well known French architect the unique scheme comprises one slender arch supported span and one under slung catenary supported span. (2007-2011)
Client: Agglomération de la Région de Compiègne

Lusail Marina Bridges, Qatar

Project Manager for Category III Independent Design Check of Lusail Marina Bridges. Project comprised two unique 200m long self anchored suspension bridges with steel concrete composite box girder decks and 7 post tensioned concrete bridges. (2007-2010)
Client: COWI

Fehmarnbælt Link, Denmark

Team Leader responsible for the development of superstructure concept designs for the suspension bridge option forming part of an 18km long fixed link between Denmark and Germany. Suspension bridge options included main spans up to 1600m. (2009)
Client: COWI-OBERMEYER JV

Foyd Harbour Footbridge, UK

Design of an 85m span, 160ft 'iconic' opening bridge across the River Clwyd in Rhyl, North Wales. The bridge to be built is intended to form focal point of planned regeneration of the nearby marina and surrounding area. (2009)
Client: Morrison Construction

Inner Harbour Footbridge, Denmark

Team Leader for the competition design of an innovative retractable opening bridge across the Inner Harbour in Copenhagen for pedestrians and cyclists. The concept was the winner of an international design competition. (2009)
Client: Københavns Kommune

Celtic Manor (Ryder Cup) Footbridge, UK

Project Director for the Category III Independent Design Check of the superstructure of this 100m main span cable stayed footbridge near Newport in South Wales. (2009)
Client: Rowecord Engineering Ltd.

London 2012 Olympic Stadium Checks, UK

Team Leader for the analysis and structural checks for the independent design check of the stadium roof for the 2012 Olympics. Mimicking a prestressed bicycle wheel, this prestigious structure consists of a lightweight fabric cover tensioned using a cable-net supported from a primary compression ring truss. (2007-2009)
Client: Sir Robert McAlpine

Dodder Bridge, Dublin, Ireland

Project Manager for an options study and preliminary design for a new opening bridge across the River Dodder in Dublin. The project was developed in conjunction with a well known architect and an M&E consultant. (2007-2009)
Client: Dublin City Council

Forth Replacement Crossing, Scotland

Project Manager for the firm's role in the design of the new Forth Crossing. F&N developed the design of a double deck cable stayed bridge with main spans of 650m as part of a multi-disciplinary team including Arup and Jacobs. (2008-2009)
Client: Forth Estuary Transport Authority

Stockton-on-Tees Footbridge, UK

Competition stage design of a 140m main span tied arch bridge. Paul was design engineer for this scheme and worked in conjunction with a well known bridge architect. Paul was later Project Manager for the independent check of the winning design, a complex double arch scheme with a suspended deck known as the Infinity Bridge. (2003-2009)
Client: English Partnerships

Fabian Way Bridge, Wales

Project Manager for the detailed design of a cable stayed bridge with steel orthotropic deck forming part of a contractor's alternative design. The heavily skewed single span bridge is 71m long, carries vehicular and pedestrian traffic and was intended to form a "landmark" crossing over one of the main approaches into Swansea. (2006-2008)
Client: Welsh Development Agency

Padma Bridge, Bangladesh

Preparation of the terms of reference for the design and construction supervision for the US\$ 1,500 Million crossing of the Padma Bridge. The scheme includes construction of a 5.8km long bridge, extensive river training works and 12km of approach roads. (2007)
Client: Asian Development Bank

Dartford Bridge / M25 DBFO, UK

Technical assistance to a consortium bidding for the M25 DBFO concession providing specialist advice relating to the Dartford Bridge and approach viaducts. (2007)
Client: Scott Wilson

Relevant experience: Wilkinson Eyre

Wilkinson Eyre Architects is a well-established international consultancy widely regarded as one of the UK's leading architectural firms. The practice has built a strong reputation for both process and product, based upon the successful delivery of innovative and exciting projects, which have been consistently recognised with the highest industry and civil plaudits. The practice has a diverse portfolio in varying sectors, and has emerged as leaders in various fields including bridge and infrastructure design. The practice operates a dedicated bridge team responsible for the output of a large array of high profile projects worldwide in collaboration with a variety of leading Engineering consultants.

The practice has been involved with the aesthetic and technical resolution of a vast range of bridge types, from small internal footbridges to long span highway structures. The practice's portfolio includes static and opening bridges for road, rail, pedestrian, cycle and equestrian use in various combinations, contexts and situations. As well as the design of individual site-specific structures, the practice is involved in producing generic designs and details to be applied on large infrastructure projects such as the 100+ bridges of the UK's Channel Tunnel Rail Link currently under construction. Other projects involve the application or development of new technologies with the potential for economic widespread use in bridge construction.

The **Gateshead Millennium Bridge** was winner of the 2002 RIBA Stirling Prize; the unique crossing for pedestrians and cyclists quickly became a new landmark for Gateshead and the Tyne, linking Newcastle's thriving north bank with Gateshead Quays – the new arts and cultural quarter to the south.

The bridge is essentially two graceful curves, one forming the deck and the other supporting it, spanning between two new islands running parallel to the quaysides. These pivot around their common springing points to allow shipping to pass beneath, using an innovative rotational movement similar to that of a slowly opening eyelid.

After winning a contractor-led design competition, Wilkinson Eyre Architects was commissioned to design the **Peace**

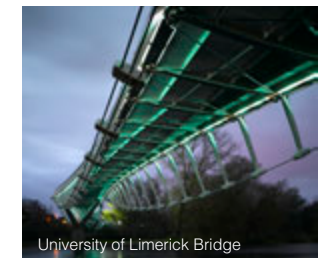
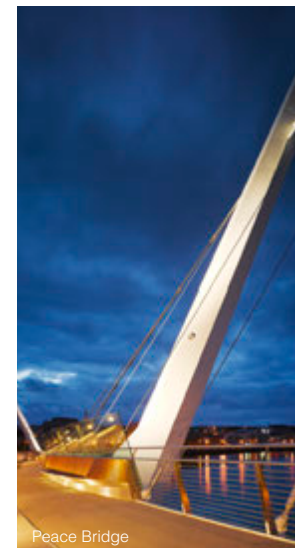
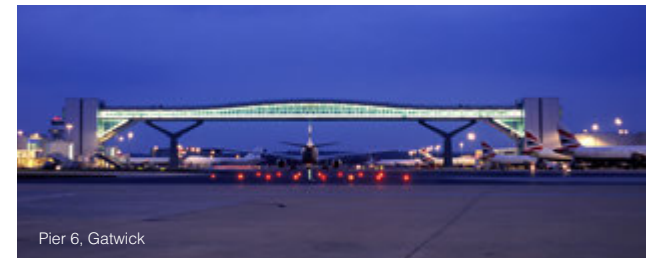
Bridge, a unique 235m long cycle/footbridge across the River Foyle in Derry-Londonderry. Linking former army barracks at Ebrington with the historic city centre across the water, the bridge follows an S-shaped alignment which resolves two skewed axes at each abutment and responds to views up and down the river.

The **Pier 6 Connector** is a project delivered off-framework for British Airport Authority at London Gatwick airport, connecting the existing North Terminal to a new satellite serving stand previously serviced by bus movements across the taxi apron. The 197m long bridge link provides for flow-separated passenger movement and is the first such structure outside the US to span a live taxiway.

The **University of Limerick Bridge** is a small component of the University's ambitious plans for expansion to the north of the River Shannon, yet assumes a strategic importance that transcends its physical presence. The design grows from the site, an organic response to a natural environment. A curvaceous deck sweeps across the Shannon and its embankments in five spans between strategically located support locations. The impression is both of a single crossing but also of a series of bridges jumping from pier to pier, like stepping-stones. This span arrangement is a pragmatic response to the founding opportunities within the river, placing piers on the riverbanks, wooded islands and pool edges.

Nesciobrug cycle and pedestrian bridge is the longest in the Netherlands. The result of a close collaboration between architects and engineers, the bridge has a clear span of 170m, providing the 10m clearance necessary for boats on the canal below. The long approaches at either end provide a shallow gradient for cyclists and other bridge users. Curved in plan, the bridge is designed to sit elegantly within the reclaimed landscape and to respect its unique ecological habitats.

Twisting high above Floral Street in Covent Garden, the **Bridge of Aspiration** provides the dancers of the Royal Ballet School with a direct link to the Grade 1 listed Royal Opera House. The award-winning design addresses a series of complex contextual issues, and is legible both as a fully integrated



component of the buildings it links, and as an independent architectural element.

The **Swansea Sail Bridge** across the River Tawe in Swansea provides not just a new landmark for the area, but an essential pedestrian and cycle link between the city centre and the new £200 million Port Tawe Innovation Village. Won in competition, the 140m bridge has a curved deck, supported by stays along one edge from a 50m high inclined steel mast which stands on a sculpted concrete central pier. The simplicity of the overall form is augmented by the apparent delicacy of this asymmetrically suspended walkway.

The **Forthside Pedestrian Bridge** greatly improves pedestrian connections between Stirling's town centre and railway station. The bridge is aligned to better suit pedestrian desire lines and promote physical and visual connectivity with the town to establish an enhanced sense of place. The station itself has attractive triangulated lightweight trusses and fluid panes of translucent glazing, and these are reflected in the design of the bridge. This is a contemporary interpretation of the traditional 'fink truss' structure, which is inverted here to support the deck from above. The trusses are arranged asymmetrically and change size incrementally along the length of the bridge to create an organic twisting form. The resulting structure is both dramatic and visually 'light', the steel masts and cables contrasting with laminated glass infills at parapet level.

Wilkinson Eyre Architects was commissioned to develop designs for a unique opening footbridge between the proposed Media City development for the BBC at Salford Quays and the Imperial War Museum of the North. The **Media City Footbridge**, which was completed in April 2011, has a dramatic curved form which responds to the radial masterplan of the site and which forms an integral part of an orbital pedestrian route around the canal basin.

With extreme traffic pressure on Poole's existing road bridge, the **Poole Harbour Second Crossing** is an essential component in the town's strategy for future growth. Connecting the Old Town to Lower Hamsworthy across a busy channel, the second crossing opens almost hourly for maritime traffic.

Wilkinson Eyre Architects' design was driven by the need for robustness and reliability.

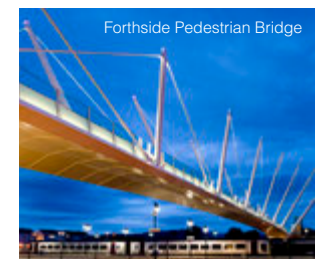
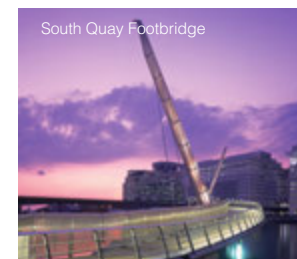
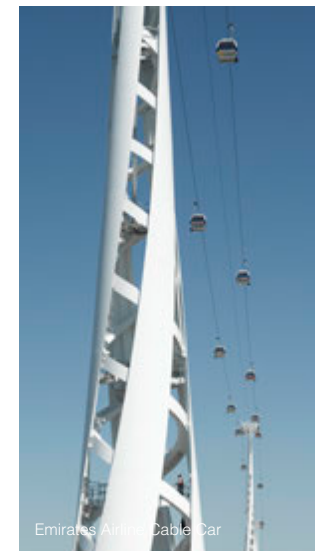
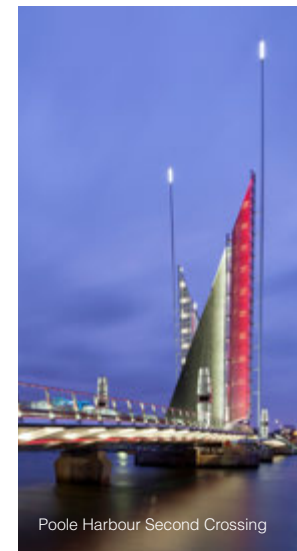
The competition brief for **South Quay Footbridge**, London, for this 180m long bridge is one of a series of new pedestrian crossings commissioned for London's Docklands, was unusual: It called for a bridge with temporary and permanent elements - and the ability to open for shipping. Our design achieved this through two identical spans, one fixed and the other openable, which in its original configuration created an s-shaped crossing between South Quay and Heron Quays. As planned, the northern span has now been removed and the southern half swung into a new orientation spanning the partly infilled dock.

The new **Emirates Air Line** cable car across the River Thames represents one of the most exciting additions to London's infrastructure in recent years, and is the first urban cable car system in the UK. The scheme comprises a number of distinct elements, the design of which has offered the opportunity to create a highly recognisable piece of infrastructure. The cable car should be seen as an asset to the area on which it lands on either side of the river, both in functional and in visual terms.

Another of Wilkinson Eyre's competition-winning designs is for the **Baakenhafen West Bridge** crossing the Elbe River at Hafencity. It is part of a groundbreaking redevelopment of the former docks area of Hamburg in north-west Germany. Hafencity - Europe's largest inner-city development, at 157 hectares - is designed to embrace the highest standards of sustainability, a key consideration for the bridge design.

The bridge is conceived as a deceptively simple fluid form, spanning the dock as a legible component of the planned new Lohsepark landscape corridor. It is a functional connection providing efficient traffic, cycle and pedestrian routes and additional leisure amenity for pedestrians. A specific requirement of the brief was for a 30m long liftable section that can be removed to allow taller ships to pass through.

Further details of each project enclosed within appendix.



Relevant experience: Flint & Neill

In 2008 Flint & Neill won an international competition for a new urban highway bridge across the River Oise in Compiègne, north east of Paris. The **Compiègne Bridge** is part of an important re-development scheme involving urban and landscape design of the surrounding areas. The bridge will carry a 3-lane highway, 2 cycle tracks and footways over the river. The bridge is a steel structure with two box girders along the edges of the carriageway stiffened by a shallow arch over the main river span and an underslung catenary in the side span. The resulting form is a smooth and sinuous curve which responds to the topography of the site, keeping the top of the arch below adjacent building levels. The footways are cantilevered on the sides of the structure to maximise enjoyment of the river and open views for pedestrians and to physically separate them from the busy roadway.

The central spine beam consists of a closed box to provide torsion stiffness but also provides a central dividing barrier between the decks. The heavy skew resulted in a challenging design that was aided by effective use of 3D analytical modelling to verify the complex interaction between structural elements at the abutments.

Fabian Way Bridge is a heavily skewed cable-stayed bridge carrying a new express bus route over the A483 into Swansea.

The landmark bridge on the main westerly approach into Swansea forms part of the redevelopment of the old dockland area. The tapering steel mast is inclined forward from two splayed sets of twisted backstays giving the bridge a graceful yet striking appearance. The deck consists of a 2m deep central spine beam suspended from eight locked coil stay cables with a vehicle deck on one side with a combined pedestrian and cycle way on the other.

Flint & Neill was appointed by Stockton Borough Council & English Partnerships to carry out the Category III Independent Design Check of this landmark bridge over the River Tees in Stockton. The **Infinity Bridge** consists of a tied arch structure with a main span of 120m and a side span of 60m. The slender steel arch bifurcates in the region over the central pier and supports a precast pre-stressed concrete deck via inclined locked coil hangers at 7.5m centres. Four longitudinal

cables up to 90mm in diameter are provided in each span located parallel to and outside of the deck section forming the arch tie and providing pre-stress in the deck.

As part of the design check extensive studies were undertaken to determine the buckling capacity of the slender arch. This included establishing allowable imperfections for the arch and looking at elasto-plastic behaviour of the arch under theoretical collapse loads. A number of aspects of the design fall outside the scope of current design standards, in particular some aspects relating to the design of the curved steel arch. We were able to draw on our extensive knowledge of the UK steel bridge design code to develop design rules applicable specifically for this project. Checks were also undertaken to investigate the effects of accidental removal or failure of any of the hangers or the longitudinal tie cables.

The **Kent Messenger Millennium Bridge** is a unique and innovative bridge, forming part of a multimillion pound river park project along the Medway in Maidstone. The bridge, together with its neighbour downstream, provides access to Whatmans Field, a previously inaccessible area locked between a railway embankment and the river. The bridge is the world's first 'cranked' stressed ribbon, one of only about 20 stressed ribbons in existence world-wide and only the second to be built in the UK. Flint & Neill worked closely with specialist Czech bridge designers Strasky Husty and Partners and Polish architect Cezary Bednarski on this project. The client was Maidstone Borough Council and the main contractor was Balfour Beatty Construction Ltd. The bridge was opened in July 2001.

Although deceptively simple in appearance stressed ribbons are relatively complex structures. The deck comprises a set of post-tensioned pre-cast concrete planks, resting on two sets of bearing cables whose geometry is preset to achieve the desired profile after deck erection. The bridge is very slender and has no bearings or expansion joints. Nonetheless, it creates substantial horizontal forces, which need to be anchored at the abutments, and a high proportion of the cost is directly related to the foundation conditions.



This unusual 330m shallow suspension pedestrian bridge was a competition winning bridge for the London Millennium Bridge Trust and is the first new crossing over the River Thames for more than a hundred years. The **Millennium Bridge** comprises of transverse steel ribs between the cables supporting discontinuous longitudinal stringers and a lightweight aluminium deck.

The construction cost of this bridge was in the region of £18 million including subsequent remedial works. The bridge was closed three days after opening in 2000 due to excessive vibration problems and was then nicknamed “The Wobbly Bridge”. The reason for closure was that immediately upon the opening of the bridge pedestrians were struggling to stand up as attempting to cross the bridge as the bridge started to exhibit large lateral dynamic motions.

Flint and Neill Limited were then appointed by the designers to provide specialist advice with regard to the vibration problems. Our investigations showed that the vibration problems were arising from lateral excitation from pedestrians when they walked in step with the swaying motion of the bridge in such a way as to cause synchronous “lock on” effects. The low mass and damping of the bridge resulted in large amplitudes of vibration.

Additional structural damping was installed and the bridge was successfully re-opened in late 2001.

The **Samuel Beckett Bridge**, Ireland, is a cable stayed structure with a span of 120 metres between the north and south quays and rotates horizontally about a pivot pier. The cable stayed pylon has a curved profile leaning northward and rises to a height of 46 metres above the adjacent quays. The bridge deck is a structural steel box section with side cantilevers supporting the footpath and cycle tracks. The width of the bridge is 18 metres. The bridge has been designed by Santiago Calatrava in association with Roughan and O’Donovan.

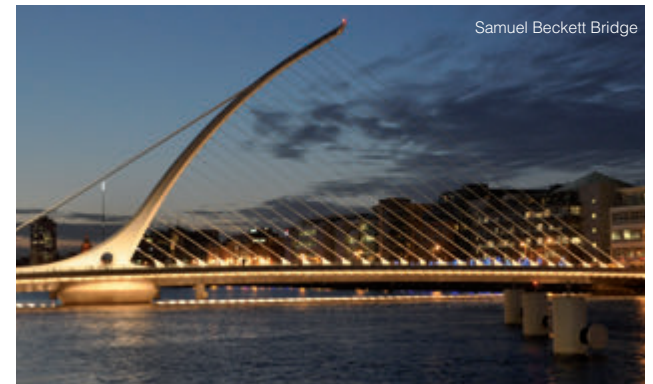
Somerset County Council has proposed a new urban highway bridge across the River Tone in Taunton as part of the Third Way redevelopment scheme. The **Taunton Third Way Bridge** is a subtle reworking of the classic arch form and comprises

two filigree steel arches carrying a road deck, unsegregated cycleways and two segregated pedestrian walkways. The overall form is lightweight with carefully balanced proportions and slender edge detailing to minimise the visual mass of the bridge, in keeping with the picturesque nature of the site. The steel bridge deck and timber walkways are characterised by understated and crisp detailing that accentuate the lightness and simplicity of the silhouette, whilst an elegant fan-shaped array of stainless steel hangers support the bridge deck.

The **Royal National Theatre** on the South Bank is a prominent public building constructed next to the Thames in central London. It contains three theatres together with extensive rehearsal, workshop and office spaces, and other back stage and front of house facilities. Flint and Neill carried out the original structural design of the Royal National Theatre working with the architect Sir Denys Lasdun and supervised the construction. F&N also undertook the original building services design. The project received a Concrete Society Award in 1977, and F&N has been retained ever since to give advice in connection with ongoing improvement and modification works.



Millennium Bridge



Samuel Beckett Bridge



Kent Messenger Millennium Bridge



Taunton Third Way Bridge

Methodology: bridge design

Wilkinson Eyre has experience in delivering high-quality, award winning projects across of a variety of sectors which is design-led and people orientated; no two projects are alike for a plethora of reasons, and thus our methodology to each project is tailored to suit the individual needs of the client-body and client ethos, our understanding of the brief, stakeholder aspirations and site context. We believe the key design principles in order to deliver an exemplar project are the considerations of functionality, impact and quality.

Our experience in bridge design, relationship with TfL, and knowledge of London will all enable and inform our approach to the new Thames footbridge feasibility study.

Allowing the walking or riding public to overcome obstacles such as a road, railway or waterway, pedestrian bridges bear only light loadings, compared with highway bridges. Slender and elegant structures can therefore be designed. Comparing the experience of the relatively slow moving pedestrian with that of people in high-speed vehicles crossing highway or rail bridges, it is evident that the interaction between the structure and the user is quite intimate. Therefore, the finishes and detail of a pedestrian bridge need to be of fine quality.

Bridge design is an architectural, as well as an engineering, speciality. Wilkinson Eyre has accrued extensive and specific knowledge and experience in the architectural design of civil and structural engineering projects, and in particular the

design of bridges. The practice provides a complimentary service to that of the engineer, working to produce technically and visually resolved designs of the highest quality and value. We do not have engineers on-staff and do not undertake engineering design, but architecture is a technical construction discipline and the Wilkinson Eyre bridge team is firmly familiar with current and developing material technologies, engineering principles and construction techniques relevant to the design of bridges.

Economy and value

Through an understanding of the relationship between cost and value we ensure that structures attain maximum visual and experiential value within budget. Value engineering often 'soft targets' elements of the design with aesthetically damaging results. We advocate a continual and integral VE approach to ensure that the design is efficient and represents clear value for money, as a matter of course. We aim to deliver bridges that make best use of available resources, and are proactive in determining solutions which carefully manage the distribution of the budget. (Aiming to limit substructure costs for example by careful consideration of span configurations or weight of superstructure, so that a high proportion of the budget is 'visible'.)

Specific project aims

Every project defines written or unwritten objectives, that can be addressed through design. It is common for a brief to aspire to a landmark structure, which may or may not be incumbent in the opportunities of the site. Wilkinson Eyre's bridge portfolio includes many landmarks, but also many structures which fulfil other specific criteria as well. The Gateshead Millennium Bridge was a grant aided project, and the design and the visual representation had a significant role in securing widespread publicity and public popularity in support of the case for funding. The project was to act as a catalyst for, and symbol of, regeneration, and the assertive and recognisable design has been successful in promoting Gateshead in the domestic and international arenas. The design is unique, and this is a quality that has currency for many bridge projects. We have designed bridges required to raise the profile their locality, to create gateways or destinations, to showcase specific material or construction technologies, 'brand' infrastructure routes, and to invisibly repair broken street patterns. Every project is different and we will address the individual requirements of this brief and site seeking to fulfil and exceed expectations.



Technical criteria and constructability

Constructability is a key driver for bridge design, and has a critical relationship with both form and cost. We are focused on the key issues of construction methodology and all of our bridge designs are to a large extent informed by and responsive to these issues. The Metsovitikos Bridge, spanning 560m over a 150m deep mountain valley is a suspension structure informed by the lack of suitable plant access or construction areas at levels below deck. Whilst ambitious and spectacular, the structural solution is contrived to expedite construction.

Key technical drivers exist on all levels of detail and we work to aesthetically resolve technical details, rather than add an aesthetic 'layer' to a technically resolved solution.

Physical and cultural context

Bridges must fit their physical context and often provide significant context to their surroundings. Both rural and urban situations provide a visual backdrop that successful structures will respond to either through compliment or counterpoint.

The Gateshead Millennium Bridge takes visual clues from its context, in this case the series of historic bridges crossing the same river, and particular the iconic Tyne Bridge further upstream. The bridge has quickly attained a status as being symbolic of a newly regenerated city, and has cultural value in being an overt statement of engineering and economic confidence. The result is a bridge that has sufficient presence to exist as 'visual destinations' and to be synonymous with 'place'.

“

Wilkinson Eyre Architects were able to provide expert advice on design, materials and construction issues associated with the bridge project and the views of the public were fully considered as the design developed. The result is an extremely well designed iconic structure which has attracted worldwide publicity.

- Steve Richards, Engineering Manager for Gateshead Council, regarding Gateshead Millennium Bridge.

”

Visual and experiential factors

Visual appearance is not a secondary consideration in bridge design. From the overall arrangement to the visual resolution of small details, engineering and architecture should appear both inseparable and effortless. The integrated approach is essential in achieving a harmonious result. On every project we consider a wide range of issues, from the form of the bridge, structural arrangements, profiling of members, the visual effects of sunlight on the structure, to those details which will be seen at close quarters, materials, lighting, peripherals and so on.

Bridges are normally seen as objects in the round, and experienced as moments on a journey. The mode of transport dictates the experience of the user and through design we can enhance the experience of the driver or pedestrian according to type.

The Peace Bridge in Derry/Londonderry employs two unique back-to-back self-anchored suspension structures which connect to just one side of the deck, thereby informing views of the bridge. As pedestrians cross the expanse of water the structural system flips from one side of the deck to the other, but not before setting up an overlap at mid-span. This overlap creates a sense of security as mid-span where the user would otherwise feel most exposed.



Methodology: quality approach

Quality Assurance

As a RIBA (Royal Institute of British Architects) Chartered Practice, Wilkinson Eyre operates a rigorous Quality and Environmental Management System, based upon the RIBA's QM Toolkit and QM Project Quality Plan. Wilkinson Eyre's Quality and Environmental Management system is accredited to both ISO 14001 and ISO 9001:2008.

Our Quality System includes a series of elements:

- A Quality Policy Statement which summaries our commitment to quality and meeting the needs of our clients, which is understood and implemented by all staff and reviewed to allow for continuous improvement
- A framework to allocate resources appropriately to meet the objectives of a Quality Policy Statement, including a member of staff who takes responsibility for establishing, implementing and maintaining the Quality Management System
- Office procedures for document requirements, control of quality records, selection of consultants and so on.
- A Project Quality Plan for each project undertaken by the office

Wilkinson Eyre's CDM Manual, Health & Safety Policy and Environmental Policy also form part of the Quality Management System. We are also currently implementing an automated document control system to further improve productivity and quality control.



Client Management Protocols

Wilkinson Eyre is ISO 9001:2008 accredited which requires the use of documented procedures for the release and approval of design material. These procedures require the use of a formal project protocol that is beneficial both for the client's understanding of the design proposals and the design team's incorporation of client feedback to ensure a collaborative scheme development is achieved. The outline of the proposed protocol below reflects the necessity for formal documented feedback that will allow for the efficient and appropriate progression of the project through the design stages:

- Detailed client and stakeholder consultations establishing detailed brief using project Accommodation Schedule and Room Data Sheets, to be updated and amended in line with all other design documentation throughout the design development.
- Design Programme with key milestones that follow the RIBA Design Stages.
- Regular design reviews with the client team to enable engagement by all stakeholders to inform and input the evolving design
- Written stage design reports collating design information to be submitted by the design team to the client at each milestone
- Design stage presentations in conjunction with the written stage reports to include 3D physical and computer models that can better develop and communicate the scale and intricacies of the design
- Formal client approval of stage design reports with record of all comments and brief queries, requests at each milestone to ensure each item is addressed, responded to and closed out prior to commencement of subsequent design phase
- Value Engineering schedules collaboratively prepared to equip the team following dedicated Value Engineering workshops.

Wilkinson Eyre will provide a designated project web-based FTP server that will be used for the transfer of documents in a digital format. This can be utilised by all the design team to provide formal documents for review and comment in one central location. This can also be used by clients to gain easy access to the design stage reports, schedules and Room Data Sheets for their review and approval. It can also be taken forward following the tender stage to be used by the main contractor and all sub-contractors.

Communication through BIM 3D Modelling

We make it a priority to establish close working relationships with other design team consultants. In our view this results in the most appropriate, cost effective and beautiful outcomes. In addition to the establishment of robust lines of communication, this is achieved through workshops and the open discussions and exploration of available options.

To assist communication between the design team where necessary we can offer Building Information Modelling (BIM), a design tool which assists detailed 3 Dimensional coordination prior to construction. It improves coordination, minimises errors and saves construction and operational costs by presenting and visualising building components, construction sequences, resource allocation and other disciplines of the construction process in a virtual environment.

Methodology: Resource

We recognise the high profile and historic significance of this opportunity, and propose a team with the appropriate level of skill and experience to deliver the scope of services required.

Our office location gives us a very high level of responsiveness and ability to attend client meetings with TfL and other relevant parties.

Our team will be led by Jim Eyre, supported by appropriately experienced project architects, graphic, creative and administrative resources.

At Wilkinson Eyre, resourcing is reviewed on a weekly basis by directors and associates to ensure that all projects are adequately resourced with the right skills and experiences. We have a healthy workload, but we confirm that we would provide the required resources, capacity and management for the duration of the project as a priority.

The project would be reviewed within the office at regular intervals throughout the design development process. These peer reviews not only address the overall design of the project, but also inform CDM and other project related issues. These sessions are essential to ensure that the lessons learnt from previous projects are transferred to current work.

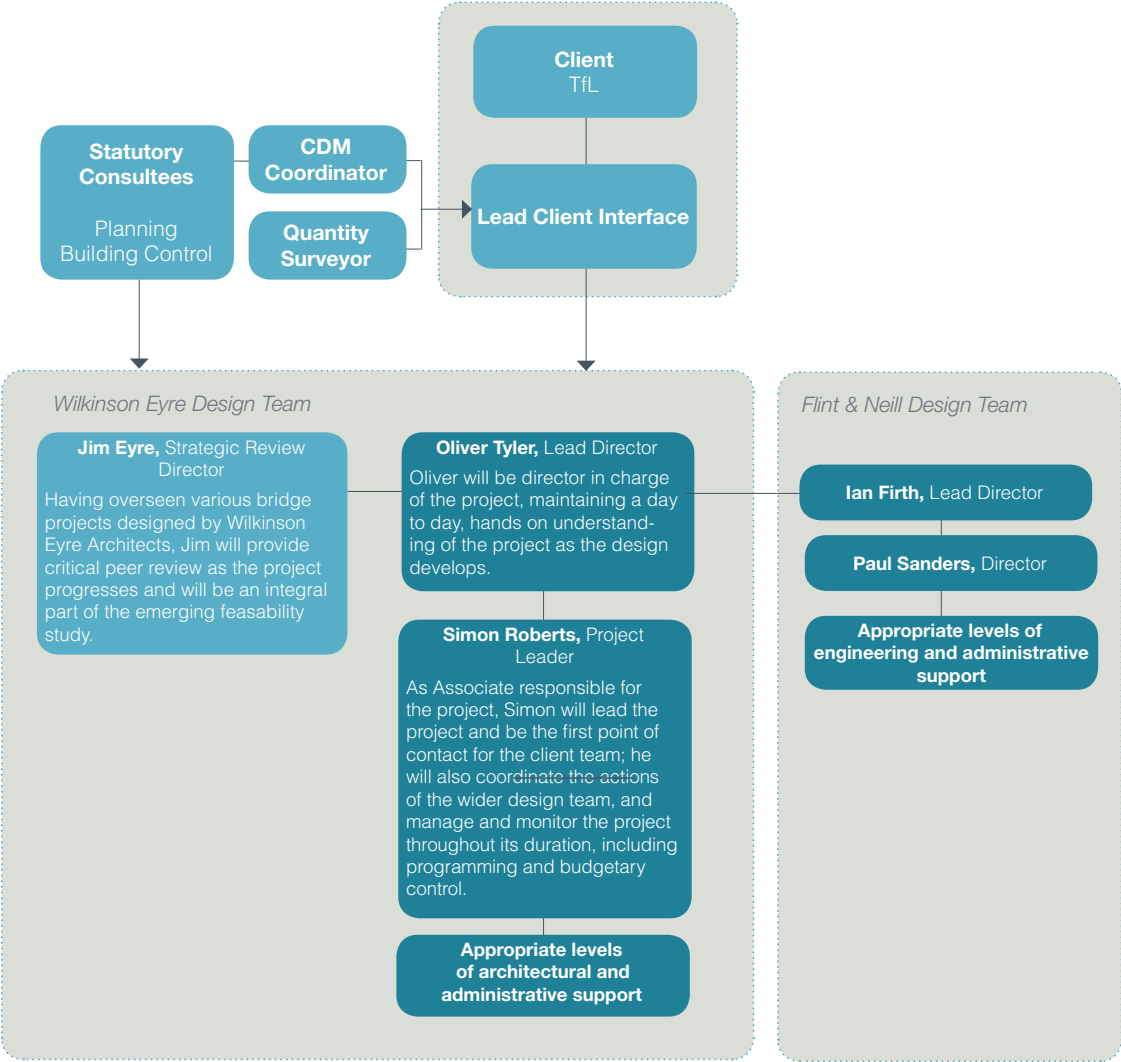
We have extensive facilities to support our architectural design work.

Principal among these is our four full-time modelmakers, who run a lively modelshop in-house with extensive facilities including a laser cutter and a vacuum former. They provide essential support both in the development of the design and in conveying it to our clients, co-consultants and bridge/building users.

We have in-house visualisers enabling us to provide perspective views and animations of projects as they take shape which is particularly useful for public and stakeholder consultation.

Our media team also contribute to the presentation and promotion of our projects with a range of graphic design, narrative development and marketing expertise. They produce and publish all office brochures, reports and publicity material as well as maintaining our intranet and internet sites.

Our 100-strong office includes a number of support staff who will provide our designers with administrative support throughout the project.



Methodology: added value

In-House Skills

Wilkinson Eyre bring a range of in-house skills to add value to our architectural and master-planning services. These skills – which include 3D visualisation and photo-montage, model-making and graphic design - have a multitude of benefits, allowing us to successfully convey our design ideas to the client team, gain buy-in from planning authorities and community stakeholders, and ultimately assist in marketing and publicity for the scheme. Critically, they also allow us to explore the design in three dimensions, so that we consider the overall shape and 'topography' of a design form rather than following a plan-based two dimensional approach which allows us to fully examine issues of massing and visual impact. We have recently invested in complex animation software as we have found animations are an effective way of presenting complex designs. Good legible visual material is of vital importance when applying for statutory approvals.

Approach to Construction

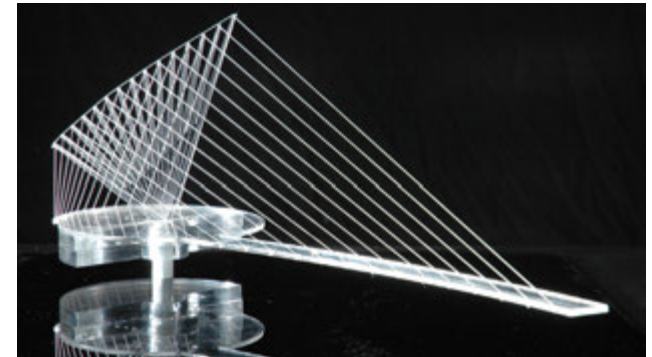
Wilkinson Eyre's architecture is based on a practical reality and knowledge of construction going back 25 years, and our buildings are grounded in a thorough understanding of the construction process. This is benefitted by a pro-active approach to building up a close relationship with engineers, contractors and fabricators to get the most out of the construction process. While this gives our designs a legible and practical reality, we are at the vanguard of promoting construction technology to not only drive out efficiencies but also to make our buildings more interesting and more beautiful. We will work closely with façade contractors and glass suppliers to ensure that the most current thinking and best value for money are incorporated into our construction documents. We have won many awards for our completed buildings including winning the Stirling Prize twice.

Sustainability from the Outset

With the built environment making a major contribution to the world's carbon dioxide emissions, we believe that architects have an urgent duty to design buildings that work harder and perform better. We are passionately committed to designing buildings which minimise environmental impact and optimise energy efficiency – both in terms of initial construction and cost in use. We approach every project as an opportunity to reduce energy consumption and optimise life in use, while sourcing environmentally responsible materials and construction techniques.

We embrace the principles of sustainability in their widest sense from environmental sustainability through to cultural, social and economic growth. We understand that our work will need to be sustainable over the longer term, and therefore aim to fully immerse ourselves in the client culture to gain a full understanding of aims and objectives

In terms of real environmental sustainability, an important element is the modelling of life cycle costing - of the development over the longer term so that possible capital outlay on a building with excellent energy performance can be balanced against reduced running costs. It is this breadth of thinking that we apply and adds particular value to our work.



Methodology: Flint & Neill

Flint & Neill Partnership, (FNP), is a firm of structural and civil engineers based in Central London. With work extending from cultural building projects, short and long span bridges as well as infrastructure proposals both in the UK and worldwide, FNP's experience makes them ideally placed for a crossing over the Thames in central London.

FNP thrives on developing engineering solutions for all types of projects, working with clients and other creative design professionals to deliver world-class award-winning projects. Founded in 1958, Chief Operating Officer, Ian Firth, (formerly a Partner), leads the practice in aiming to proactively find the right balance of design vision, user utility and commercial reality. Flint & Neill has a proven track record in bringing technology to the table using everyday language, so that engineering can play its full part in strategic project decisions.

Their approach to engineering design during the feasibility study for a new footbridge across the River Thames will include the examination of geotechnical constraints, structural and span arrangements, buildability as well as economic considerations and will result in appropriate proposals with an indication of likely construction costs.

Their recent work for TfL looking at the fix of the Hammersmith Flyover has proven successful and clearly shown them to be a company that considers the needs of the client and exceeds expectations.



Schedule 4: day rates

Architectural day rates

Director	██████████
Associate	██████████
Snr Designer/Snr Architect	██████████
Architect	██████████
Architectural Assistant (Pt2)	██████████
Architectural Assistant (Pt1)	██████████
Visualiser	██████████

Engineering day rates

Director	██████████
Technical Director	██████████
Associate	██████████
Principal Engineer	██████████
Senior Engineer	██████████
Engineer	██████████
Assistant Engineer	██████████
Senior Technician	██████████
Technician	██████████
Junior Technician	██████████

TfL Thames Footbridge

Fee proposal

Based on 6 week programme

Last updated 21/02/2013

Architectural Staff

Category	Hourly Rate	2013						Total resource hours	Total resource fee
		week 1 w/c 01 April	week 2 w/c 08 April	week 3 w/c 15 April	week 4 w/c 22 April	week 5 w/c 29 April	week 6 w/c 06 May		
Director		4	3	3	3	3	3	19	
Associate		16	16	16	16	16	16	96	
Snr Designer/Snr Architect		24	24	24	24	24	24	144	
Architect		0	0	0	0	0	0	0	
Architectural Assistant (Pt2)		0	40	40	40	40	40	200	
Architectural Assistant (Pt1)		0	0	20	40	40	40	140	
Visualiser		0	0	0	0	40	0	40	
Total weekly hours		44	83	103	123	163	123		

Architectural Fee £36,766.21

We have provided a resource plan that seeks to identify the anticipated resource and resultant fee to cover the scope as we understand it. We would be prepared to discuss with you the proposed resource and fee and adjust accordingly should you feel that we have misunderstood the scope of the services required.

In summary we confirm the following fee proposal:

Fixed Cost Estimate for Bridge Design Consultancy Services = £49,939.21

Engineering Staff

Category	Hourly Rate	2013						Total resource hours	Total resource fee
		week 1 w/c 01 April	week 2 w/c 08 April	week 3 w/c 15 April	week 4 w/c 22 April	week 5 w/c 29 April	week 6 w/c 06 May		
Director		4	4	4	2	2	3	19	
Technical Director		0	0	0	0	0	0	0	
Associate		0	8	8	8	0	0	24	
Principal Engineer		8	16	16	24	16	16	96	
Senior Engineer		0	0	0	0	0	0	0	
Engineer		0	0	0	0	0	0	0	
Assistant Engineer		0	0	0	0	0	0	0	
Senior Technician		0	0	0	0	0	0	0	
Technician		0	0	0	0	0	0	0	
Junior Technician		0	0	0	0	0	0	0	
Total weekly hours		12	28	28	34	18	19		

Engineering Fee £13,173.00

Total Fee £49,939.21

Appendix: detailed experience

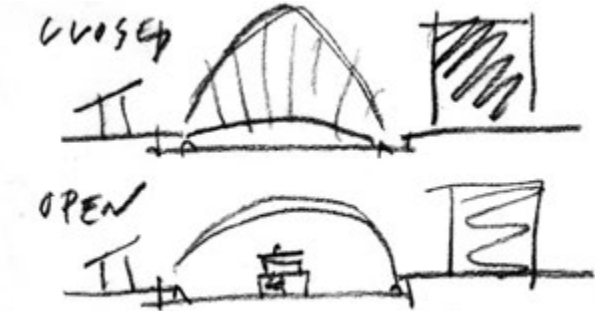


Gateshead Millennium Bridge



Winner of the 2002 RIBA Stirling Prize, this unique crossing for pedestrians and cyclists has already become a new landmark for Gateshead and the Tyne, a river famous for its historic bridges. The bridge links Newcastle's thriving north bank with Gateshead Quays – the new arts and cultural quarter to the south.

The bridge is essentially two graceful curves, one forming the deck and the other supporting it, spanning between two new islands running parallel to the quaysides. These pivot around their common springing points to allow shipping to pass beneath, using an innovative rotational movement similar to that of a slowly opening eyelid. The parabolic curves of the deck extend the 105m crossing distance to around 120m, giving enough extra length to provide the required clearance above the water. Visually elegant when static and in motion, the bridge offers a great spectacle during its opening operation – both during the day and by night.



Details
 Location: Gateshead/Newcastle, UK
 Client: Gateshead Metropolitan Council
 Architect: Wilkinson Eyre Architects
 Structural Engineer: Gifford & Partners
 Mechanical Engineer: Bennett Associates
 Construction Value: £17.7 million
 Span: 105m
 Completed: 2001

- Awards**
- RIBA Stirling Prize 2002
 - International Association for Bridge & Structural Engineering (IABSE) Outstanding Structure Award 2005
 - Balthazar Neumann Prize 2004
 - Institution of Structural Engineers Awards, Supreme Award For Structural Excellence 2003
 - Royal Fine Art Commission Trust, Building of the Year Award 2002
 - RIBA Award 2002
 - Civic Trust Award 2002
 - Structural Steel Design Award 2002
 - Quality in Construction, Medium Sized Project of the Year Award 2002
 - American Institute of Architects, London/UK Excellence in Design Award 2002
 - Institution of Civil Engineers, Northern Counties Association, Robert Stephenson Award, Special Achievement Award 2002
 - Royal Academy/Architects' Journal/Bovis Grand Award 1997



Peace Bridge

After winning a contractor-led design competition, Wilkinson Eyre Architects were commissioned to design a unique 235m long cycle/footbridge across the River Foyle in Derry-Londonderry. Linking former army barracks at Ebrington with the historic city centre across the water, the bridge follows an S-shaped alignment which resolves two skewed axes at each abutment and responds to views up and down the river.

Funded by EU PEACE III monies, the bridge is conceived as a pair of self-anchored suspension bridges which overlap visually and structurally at the middle of the river in a symbolic demonstration of unity and concord. An array of filigree hangers support one edge of the bridge deck from catenary cables which are themselves supported at high level from raking masts. The fluid lines of the composition neatly frame views of the historic city and provide a contextual landmark for future generations.

The bridge was opened in June 2011

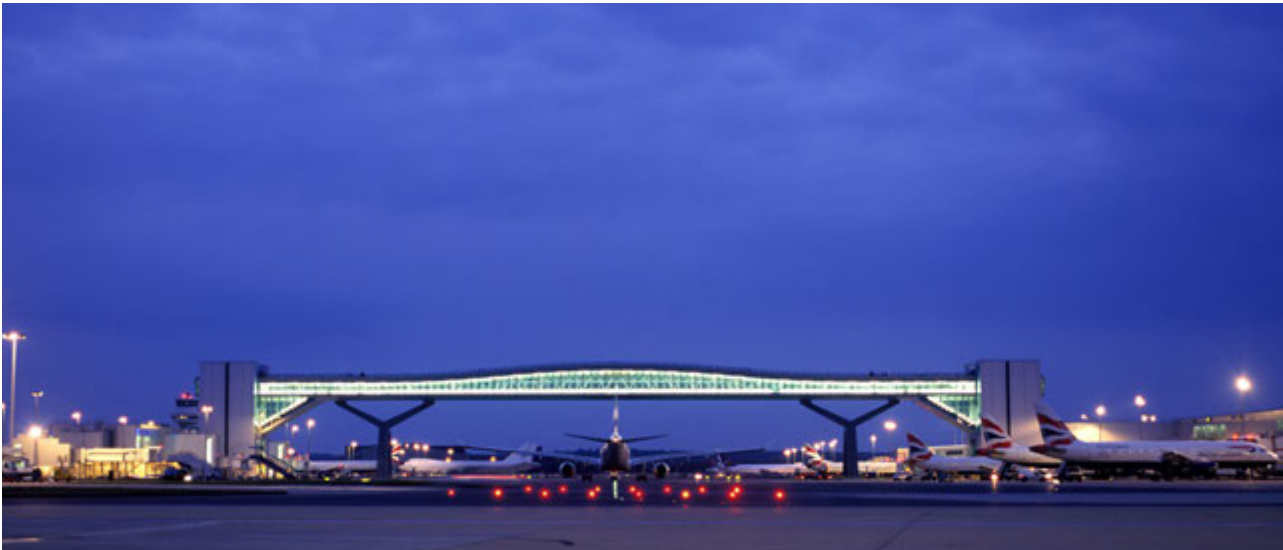
Details

Location: Derry~Londonderry, Northern Ireland
Contractor Client: Graham Construction
Project Client: Ilex URC
Architect: Wilkinson Eyre Architects
Structural Engineer: Faber Maunsell (Aecom)
Construction Value: £10m
Span: 235m
Completed: 2011

Awards

ISE Structural Award, Pedestrian Bridges (Commendation) 2012
BCI Regeneration Award, highly commended 2012
ICE NE Robert Stephenson Award 2012
The Waterways Renaissance Award 2012
Tekla Global BIM Award 2011
Construction Employers Federation Award 2011

Gatwick Pier 6 Airbridge



The Pier 6 Connector is a project delivered off-framework for British Airport Authority [BAA] at London Gatwick airport [LGW], connecting the existing North Terminal to a new satellite serving stand previously serviced by bus movements across the taxi apron. The 197m long bridge link provides for flow-separated passenger movement and is the first such structure outside the US to span a live taxiway.

The bridge is composed of two decks cantilevered transversely from a central spine truss. The shallow arch profile, amended from a taller tied-arch reference design, allows visibility of the north terminal stands and runway from the VCT beyond. Each deck accommodates fixed and travelator paths, allowing for mid-span passenger viewing of taxiing aircraft passing beneath. The clearance is configured for passage of all operational aircraft up to the A380, which is not accommodated on the Pier 6 stands.

The structure was fully assembled including glazed envelope and MEP fit-out at a remote airside compound then moved into position across the airfield and jacked into operational position during short taxiway possessions.

The bridge is a major landmark for Gatwick, providing passengers with a visible reference point in an airport lacking visual cohesion due to continual expansion.

Details

Location: Gatwick, UK
Client: BAA Gatwick plc
Architect: Wilkinson Eyre Architects
Structural Engineer: Arup
Value: £50 million
Span: 197m
Completed: 2004
Opened to the public: 2005

Awards

Structural Steel Design Award 2006
Quality in Construction Award 2006
FX Interior Design Award 2006 (high commendation/public project)
International Bridge Conference Award 2006 (Arthur G Hayden Medal)
IStructE Structural Achievement Award 2005



University of Limerick

Living Bridge



This bridge is a small component of the University of Limerick's ambitious plans for expansion to the north of the River Shannon, yet assumes a strategic importance that transcends its physical presence. The design grows from the site, an organic response to a natural environment. A curvaceous deck sweeps across the Shannon and its embankments in five spans between strategically located support locations. The impression is both of a single crossing but also of a series of bridges jumping from pier to pier, like stepping-stones. This span arrangement is a pragmatic response to the founding opportunities within the river, placing piers on the riverbanks, wooded islands and pool edges.

Supported from a pair of under-slung catenary cables, the deck width 'pulses' along its length, offering wider platforms to be used as resting places or spaces for public art.



Details

Location: Limerick, Republic of Ireland
Client: University of Limerick
Architect: Wilkinson Eyre Architects
Structural Engineer: Arup, Dublin
Project Value: 12m Euros
Span: 350m (made up of 6no. 44m spans and 5no. pier sections)
Completed: November 2007

Awards

ACEI Award 2009: Bridge Category
RIBA European Award 2008
IStructE Award 2008: Pedestrian Bridge Category
Footbridge Award 2008 (High Commendation)
Syndicat de la Construction Metallique Awards 2008: Bridge Category

Nesciobrug



This cycle and pedestrian bridge is the longest in the Netherlands, spanning the Rijn Kanaal in the IJburg district of Amsterdam. The result of a close collaboration between architects and engineers, the Nescio Bridge provides a vital connection for residents of IJburg, a suburb built on recently reclaimed land north of the city, with the 'mainland'. Simultaneously, it provides access to the extensive green space of the Diemerpark for the people of Amsterdam.

The bridge has a clear span of 170m, providing the 10m clearance necessary for boats on the canal below. The long approaches at either end provide a shallow gradient for cyclists and other bridge users. Curved in plan, the bridge is designed to sit elegantly within the reclaimed landscape and to respect its unique ecological habitats. The first suspension bridge in the Netherlands, it is also Wilkinson Eyre Architects' first project in the country.



Details

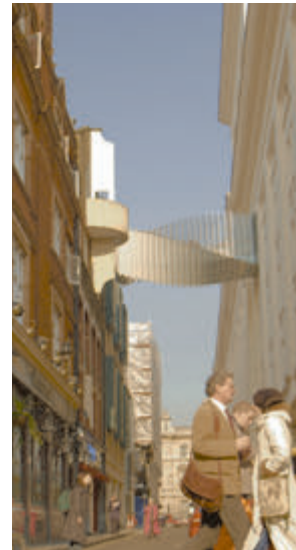
Location: Amsterdam, The Netherlands
Client: Project Bureau IJburg
Architect: Wilkinson Eyre Architects
Structural Engineer: Arup
Project value: £6.5 million
Span: 170m
Completed: Summer 2005

Awards

IStuctE Structural Award 2007
International Bridge Conference Award 2006 (Arthur G Hayden Medal)
BCI Awards 2006 (High Commendation)

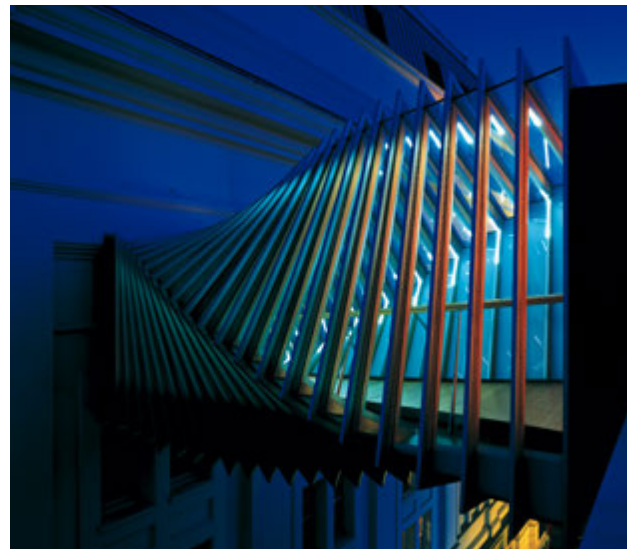
Royal Ballet School

Bridge of Aspiration



Twisting high above Floral Street in Covent Garden, the Bridge of Aspiration provides the dancers of the Royal Ballet School with a direct link to the Grade 1 listed Royal Opera House. The award-winning design addresses a series of complex contextual issues, and is legible both as a fully integrated component of the buildings it links, and as an independent architectural element.

The skewed alignment and different levels of the landing points dictate the form of the crossing, which is geometrically and structurally simple. A concertina of 23 square portals with glazed intervals are supported from an aluminium spine beam. These rotate in sequence for the skew in alignment, performing a quarter-turn overall along the length of the bridge. The result is an elegant intervention high above the street, which evokes the fluidity and grace of dance.



Details

Location: London, UK
Client: Royal Ballet School
Architect: Wilkinson Eyre Architects
Structural Engineer: Flint & Neill Partnership
Total Project Cost: £800K
Span: 9.5m
Completed: March 2003

Awards

AluProgetto Award 2006
Footbridge Award (aesthetics/short span) 2005
Balthasar Neumann Award 2004 (shortlisted)
Solutia Design Award 2004
RIBA Award 2004
RFAC Trust/BSkyB Building of the Year Award, Bridge Category 2004
Civic Trust Award 2004
Aluminium Imagination Awards 2003, First Prize - The Imagination Award
British Construction Industry Awards 2003, Special Award
FX Awards 2003, Winner of Best Public Space
Shortlisted for the Wood Awards 2003
Shortlisted for the Bombay Sapphire Prize, International Glass Design Award 2003

Swansea Sail Bridge



This bridge across the River Tawe in Swansea provides not just a new landmark for the area, but an essential pedestrian and cycle link between the city centre and the new £200 million Port Tawe Innovation Village. The requirement for units in this development to be prelet at an early date resulted in an unusually compressed programme – from design inception to completion in less than 18 months.

Won in competition, the 140m bridge has a curved deck, supported by stays along one edge from a 50m high inclined steel mast which stands on a sculpted concrete central pier. The simplicity of the overall form is augmented by the apparent delicacy of this asymmetrically suspended walkway. The bridge has received warm public acclaim and has become a popular icon for the region and a destination in its own right.



Details

Location: Swansea, UK
Client: Welsh Development Agency
Architect: Wilkinson Eyre Architects
Structural Engineer: Flint & Neill Partnership
Project Value: £3.5m
Span: 140m
Completed: 2003

Awards

Civic Trust Award 2004 - Welsh Regeneration Award
Structural Steel Award 2004



Forthside Pedestrian Bridge

This bridge greatly improves pedestrian connections between Stirling's town centre and railway station. The bridge is aligned to better suit pedestrian desire lines and promote physical and visual connectivity with the town to establish an enhanced sense of place. It also offers a series of spectacular views – to the Wallace Monument, Cambuskenneth Abbey and also to nearby Stirling Castle.

The station itself has attractive triangulated lightweight trusses and fluid panes of translucent glazing, and these are reflected in the design of the bridge. This is a contemporary interpretation of the traditional 'fink truss' structure, which is inverted here to support the deck from above. The trusses are arranged asymmetrically and change size incrementally along the length of the bridge to create an organic twisting form. The resulting structure is both dramatic and visually 'light', the steel masts and cables contrasting with laminated glass infills at parapet level. At night these appear to glow, creating a shifting 'glass ribbon' of colour along the length of the bridge.

Details

Location: Stirling, UK
Client: Stirling Council
Architect: Wilkinson Eyre Architects
Structural Engineer: Gifford
Lighting Designer: Speirs and Major Associates
Project Value: £4m
Span: 114m
Completed: 2009

Awards

International Footbridge Awards, highly commended in the technical category for a long span bridge 2011

Media City Footbridge



Wilkinson Eyre Architects was commissioned to develop designs for a unique opening footbridge between the proposed Media City development for the BBC at Salford Quays and the Imperial War Museum of the North. The bridge, which was completed in April 2011, has a dramatic curved form which responds to the radial masterplan of the site and which forms an integral part of an orbital pedestrian route around the canal basin.

The steel bridge deck is supported along one edge by a series of stay cable which transfer loads to a distinctive fanned mast. Behind the mast, the deck flares to form an amenable public space above the water which rotates with the bridge as a counterbalance to the main, 100m moveable span across the Manchester Ship Canal.

The bridge was opened in 2011, with approach works at the abutments completed shortly after in 2012.



Details

Location: Salford Quays, Salford, UK
Client: Peel Holdings
Architect: Wilkinson Eyre Architects
Structural Engineer: Gifford
Mechanical Engineer: Atkins Bennett
Construction Value: £10m
Span: 100m
Completed: 2011

Awards

IStructE Structural Award - Award for Pedestrian Bridges 2011
RICS Award - Infrastructure Category 2012

Poole Harbour Second Crossing



With extreme traffic pressure on Poole's existing road bridge, this new crossing is an essential component in the town's strategy for future growth.

Connecting the Old Town to Lower Hamworthy across a busy channel, the second crossing opens almost hourly for maritime traffic. Wilkinson Eyre Architects' design was driven by the need for robustness and reliability.

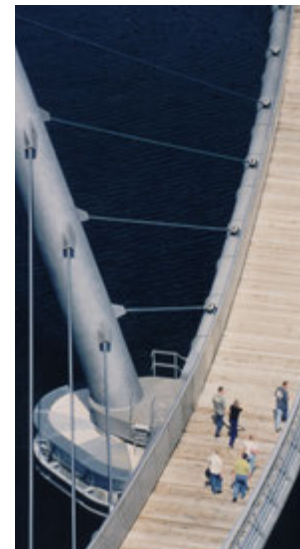
The bridge is configured as a simple bascule – a flat deck with two hydraulically operated lifting sections. Normally the joint between each section is transverse, but here it is skewed across the deck creating two triangular leaves. These cross as they rise and come to rest in an overlapping composition, mirroring the shape of racing yachts passing through the bridge in this international sailing centre. As they lift the bridge becomes a sculptural piece, introducing new vertical elements into the otherwise flat vista of sea, land and sky.

Details

Location: Poole, UK
Client: Borough of Poole
Architect: Wilkinson Eyre Architects
Structural Engineer: Gifford & Partners
Mechanical Engineers: Bennett Associates
Project value: £11.9m
Span: 140m
Completion: 2012

Awards

AL Light & Architecture Design Award 2012 (Outstanding Achievement)
ISE Structural Awards 2012 - Highway Bridge Structures (Commendation)



South Quay Footbridge

The competition brief for this 180m long bridge, one of a series of new pedestrian crossings commissioned for London's Docklands, was unusual: It called for a bridge with temporary and permanent elements - and the ability to open for shipping. Our design achieved this through two identical spans, one fixed and the other openable, which in its original configuration created an s-shaped crossing between South Quay and Heron Quays. As planned, the northern span has now been removed and the southern half swung into a new orientation spanning the partly infilled dock.

The simple elements of the bridge – the curved lines of the oak-clad deck, two raking masts and the shifting arrays of cable stays – create a visual dynamic, accentuating the kinetics of the design and contrasting sharply with the uniform urban grid beyond.

Details

Location: London, UK
Client: London Docklands Development Corporation
Architect: Wilkinson Eyre Architects
Structural Engineer: Jan Bobrowski & Partners
Project value: £2.5m
Span: 180m
Completed: May 1997

Awards

IStructE Special Award 1998
Design Council Millennium 'Product' 1998
Structural Steel Design Award Commendation 1998
Civic Trust Award Commendation 1998
British Construction Industry Award for 'Outstanding Fusion of Architecture & Engineering' 1997
American Institute of Architects Excellence in Design Award 1997

London Cable Car



The new cable car across the River Thames represents one of the most exciting additions to London's infrastructure in recent years, and is the first urban cable car system in the UK.

The new crossing provides a valuable and much needed link between the two major landmark venues of the O2 Arena and Excel Exhibition and Conference Centre. Both venues, sited either side of the river, have been the principal catalysts to the major regeneration and transformation of their respective localities; the Arena on the Greenwich Peninsula and Excel at the Royal Docks. This new physical link provides a direct connection as well as a dramatic and memorable experience for residents and visitors, and supports the Mayor's vision to transform this area into a bustling metropolitan quarter with new businesses, homes and job opportunities.

The scheme comprises a number of distinct elements, the design of which has offered the opportunity to create a highly recognisable piece of infrastructure. The cable car should be seen as an asset to the area on which it lands on either side of the river, both in functional and in visual terms.

The design was completed and submitted for planning approval within an extremely tight timescale, and planning permission was granted by all three relevant London boroughs in February 2011, and was completed in June 2012.

Details

Location: London, UK
Client: Transport for London
Architect: Wilkinson Eyre Architects
Engineer: Expedition
Appointed: August 2010
Planning permission granted: February 2011
Completed: June 2012
Value: Confidential

Awards

New London Award 2011



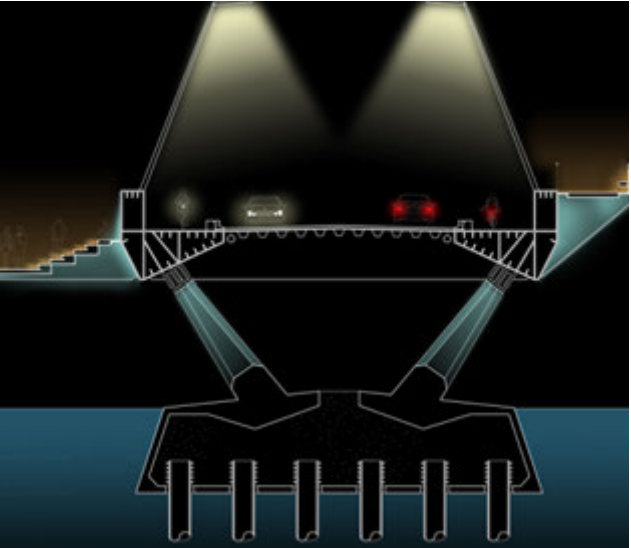
Baakenhafen West Bridge, Hamburg

This competition-winning design is for a bridge crossing the Elbe River at Hafencity, a groundbreaking redevelopment of the former docks area of Hamburg in north-west Germany. Hafencity - at 157 hectares Europe's largest inner-city development - is designed to embrace the highest standards of sustainability, a key consideration for the bridge design.

The bridge is conceived as a deceptively simple fluid form, spanning the dock as a legible component of the planned new Lohsepark landscape corridor. It is a functional connection providing efficient traffic, cycle and pedestrian routes and additional leisure amenity for pedestrians. A specific requirement of the brief was for a 30m long liftable section that can be removed to allow taller ships to pass through.

The design is a straightforward and pragmatic engineering response to the site constraints, using the lines of the structure to dictate the form and function of the bridge for the user.

- Details**
Location: Hamburg, Germany
Client: Hafencity
Architect: Wilkinson Eyre Architects
Engineer: Buro Happold
Competition won: December 2010
Value: €12m



Wilkinson Eyre Architects

33 Bowling Green Lane
London EC1R 0BJ

T: 020 7608 7900

F: 020 7608 7901

www.wilkinsoneyre.com

APPENDIX 1

FORM OF TENDER

I confirm and accept that:

Terms used and not defined in this Form of Tender shall have the meaning given to them in the ITT. The ITT has been prepared for the purpose of providing information to Tenderers and seeking Tenders for the Services. The ITT comprises this suite of documents and any information which is subsequently made available to potential Tenderers or their advisers by TfL or any of its subsidiaries.

The information provided in the ITT was prepared by TfL in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any TfL Group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the ITT document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested supplier or its professional advisers, and any liability therefore is excluded.

The provision of the Instructions to Tenderers has been complied with.

Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL (on behalf of itself and its group companies) has the right, without prior notice, to change the procedure for the Tender Process or to terminate discussions and the delivery of information at any time before the signing of any agreement relating to the Services.

We acknowledge that we will be solely responsible for all of our costs incurred in relation to the Tender Process and in developing, preparing and submitting any Tender in response to the ITT.

TfL reserves the right (on behalf of itself and its group companies) to award the contract for which Tenders are being invited in whole, or in part or not at all.

We agree that this Tender shall remain open for the acceptance by TfL (or its nominee) and will not be withdrawn by us for a period of three calendar months from the date fixed for return.

Having made due allowance for the full requirements in the ITT we hereby offer to deliver **Bridge Design Consultancy Services** to TfL in accordance with the terms and conditions and Special Conditions stated therein for the estimated price of;

£49,939.21 in words **forty-nine thousand, nine-hundred and thirty-nine pounds and twenty-one pence.**

as detailed in the Pricing Information – Schedule 4.

SIGNED _____

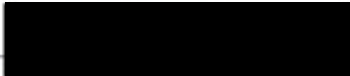
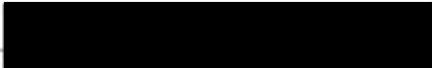
DIRECTOR WILKINSON BUREAU ARCHITECTS LTD.

COMMERCIAL IN CONFIDENCE

FOR AND ON BEHALF OF* Wilkinson Eyre Architects Ltd

PRINT NAME Jim Eyre

POSITION Director

DATE 22/02/13 TEL  FAX 

*Insert company name.

DECLARATION

Note, by completing box 1, you agree to our terms and conditions of Contract. If you do not wish to accept the Contract conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a Contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.




1.	I agree to accept TfL Terms and Conditions of Contract – TfL/90711	
	Name	Date
	<u>Jim Eyre, for & behalf of Wilkinson Eyre Architects Ltd</u>	<u>22/02/13</u>

Or

I wish to submit a bid but I am unable to accept your terms and conditions of contract and I have made an alternative proposal which is attached. In doing so I am aware that it could prejudice the outcome of the Tender evaluation

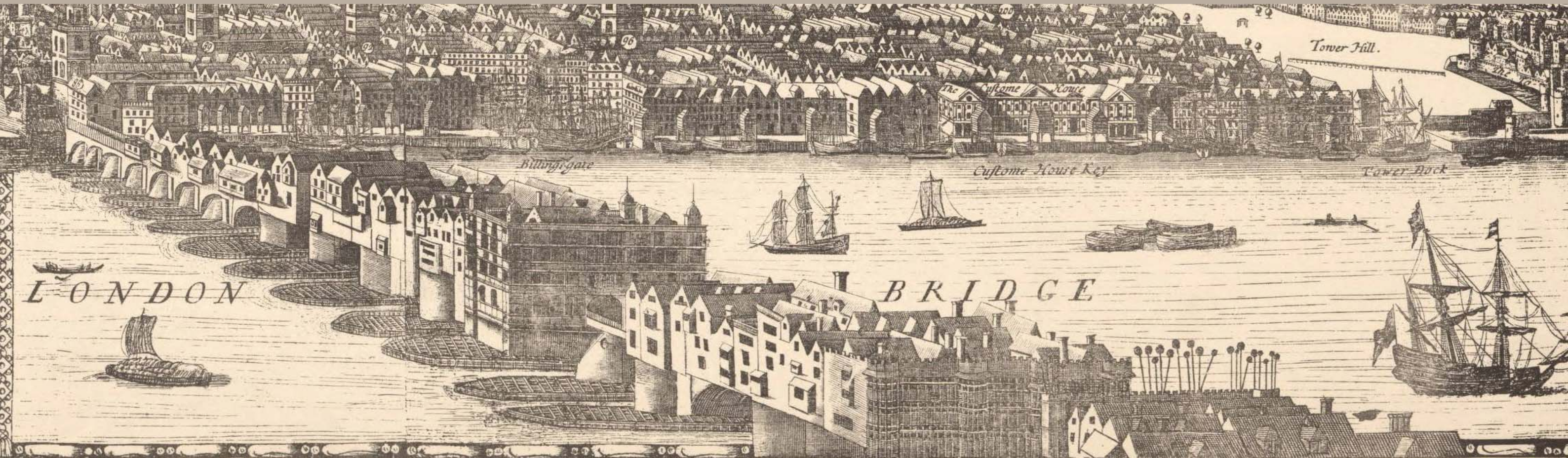
2.	I DO NOT accept TfL Terms and Conditions of Contract – TfL/90711	
	Name	Date

Please complete the following regardless of which option you chose

Position: <u>Director</u>	For and on behalf of (Company name) <u>Wilkinson Eyre Architects Ltd</u>	
Telephone: 	Facsimile: 	Email: 

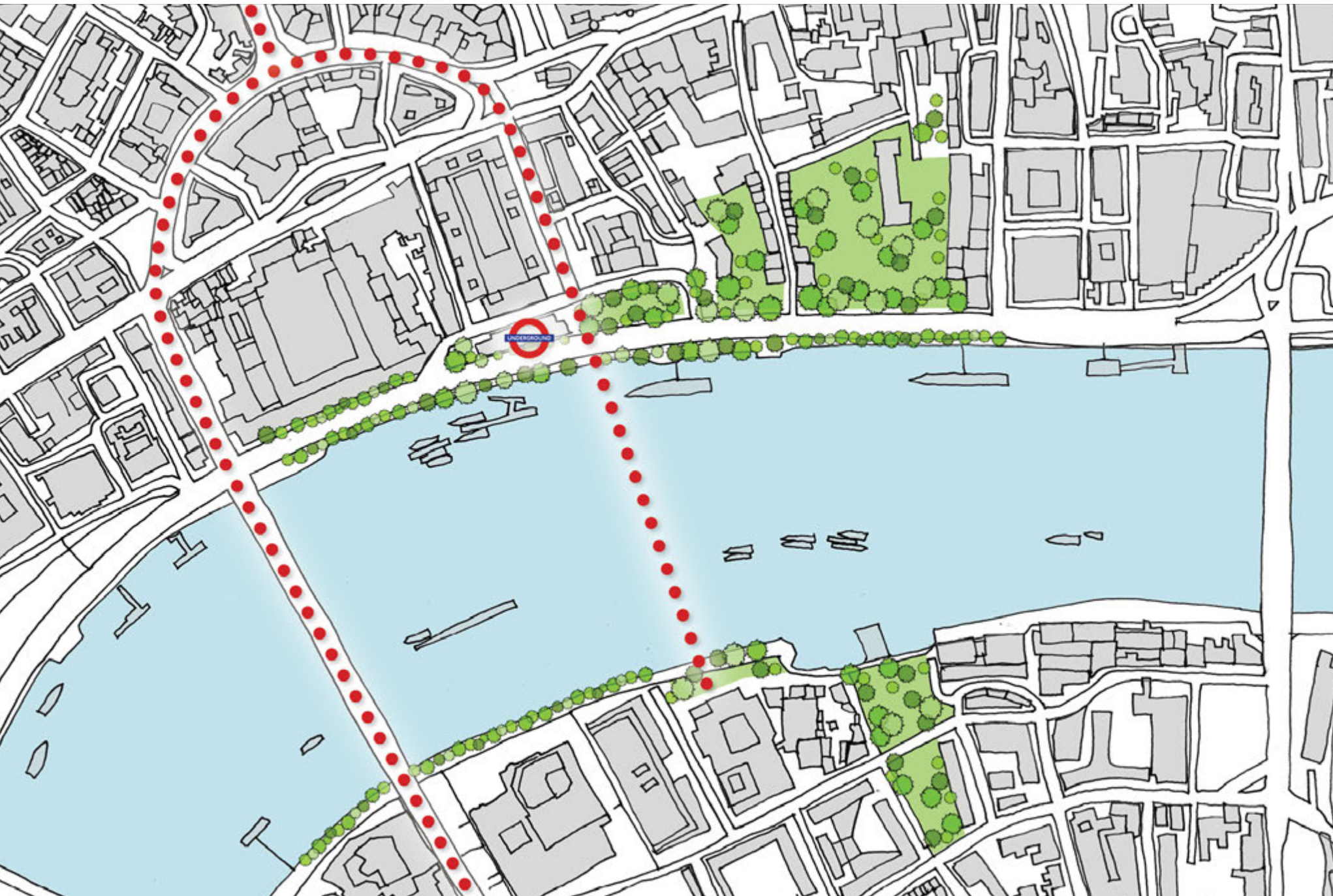
FOOTBRIDGE OVER THE THAMES

SUBMISSION TO TENDER FOR DESIGN SERVICES
FEBRUARY 2013



Heatherwick studio

01 DESIGN APPROACH

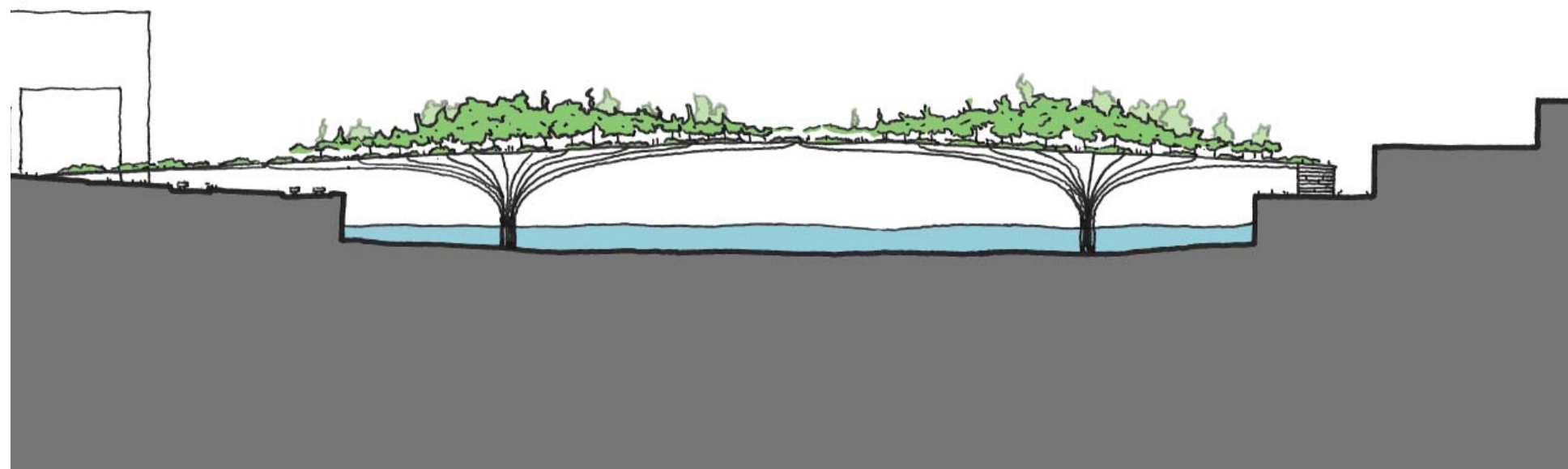


Heatherwick Studio is pleased to be invited to think about this project which we feel has the potential to not only improve London's pedestrian network and increase footfall in an under-used central area, but also to enrich the city's ecological diversity and capture the public's imagination.

Compared to the South Bank, which has successfully transformed itself into a vibrant public destination, the nearby north bank of the Thames remains relatively forlorn and under-appreciated. For the pedestrian, the traffic of the Victoria Embankment divides the city from its river, while the area's comparative inaccessibility means that tourists and pedestrians rarely find themselves exploring or walking through its streets and squares, even though they are steeped in history and are full of interest.

This brief is particularly exciting because it feels as if a new pedestrian bridge at this location, crossing the Thames from Temple Underground Station to the South Bank, will slot strategically into the existing street pattern. If Waterloo Bridge can be described as extending the crescent of Aldwych across the river at its western end, there is a logical symmetry and elegant simplicity to also extending the eastern end of this arc at Arundel Street, respecting and growing the historical grain of the capital.

Bridges tend to be linear structures with straight sides, designed to achieve the most direct crossing. At this point, however, the Thames is more than twice as broad as the rivers in the centre of Paris or Dublin, for example. Over such a distance, giving this footbridge a constant width of around four metres would emphasise its disproportionate length, promoting a feeling of distance and bleakness, rather than inviting people to gather, meet or spend time.



We believe that there is a need with this project to re-examine the notion of a pedestrian bridge and expand its scope beyond the intention of improving pedestrian connectivity and routing. There is an opportunity to make this bridge a place and not just a link.

Our initial thought is to integrate the generously planted character of a garden into the experience of crossing a bridge.

By conceiving garden as the principal focus of the bridge's design, an engineering structure can then be a simple, yet expressive means to support and hold this garden. It may even be possible for a structure to change width across its span to give a dynamic crossing experience that allows variations of scale, openness and intimacy. With careful and inspired planting, a range of individual spaces and usages could be created along the route, offering unique perspectives of London. At the same time, the ecological benefits could be manifold, enhancing insect habitats, bird life and air quality. One interesting and highly successful precedent for such an elevated green structure is the High Line in New York.

The public are more interested than ever in the relationship between nature and the city. As a statement of London's values, we believe that the human and ecological benefits of such a direction would combine to make something that could indeed capture the public's imagination.

02 METHOD STATEMENT



Rolling Bridge, UK

In the eighteen years of its existence, Heatherwick Studio has worked in many countries, with a wide range of client bodies and stakeholders, in a variety of regulatory environments. With this experience, it has acquired a high level of expertise in the design and realisation of unusual, large-scale projects.

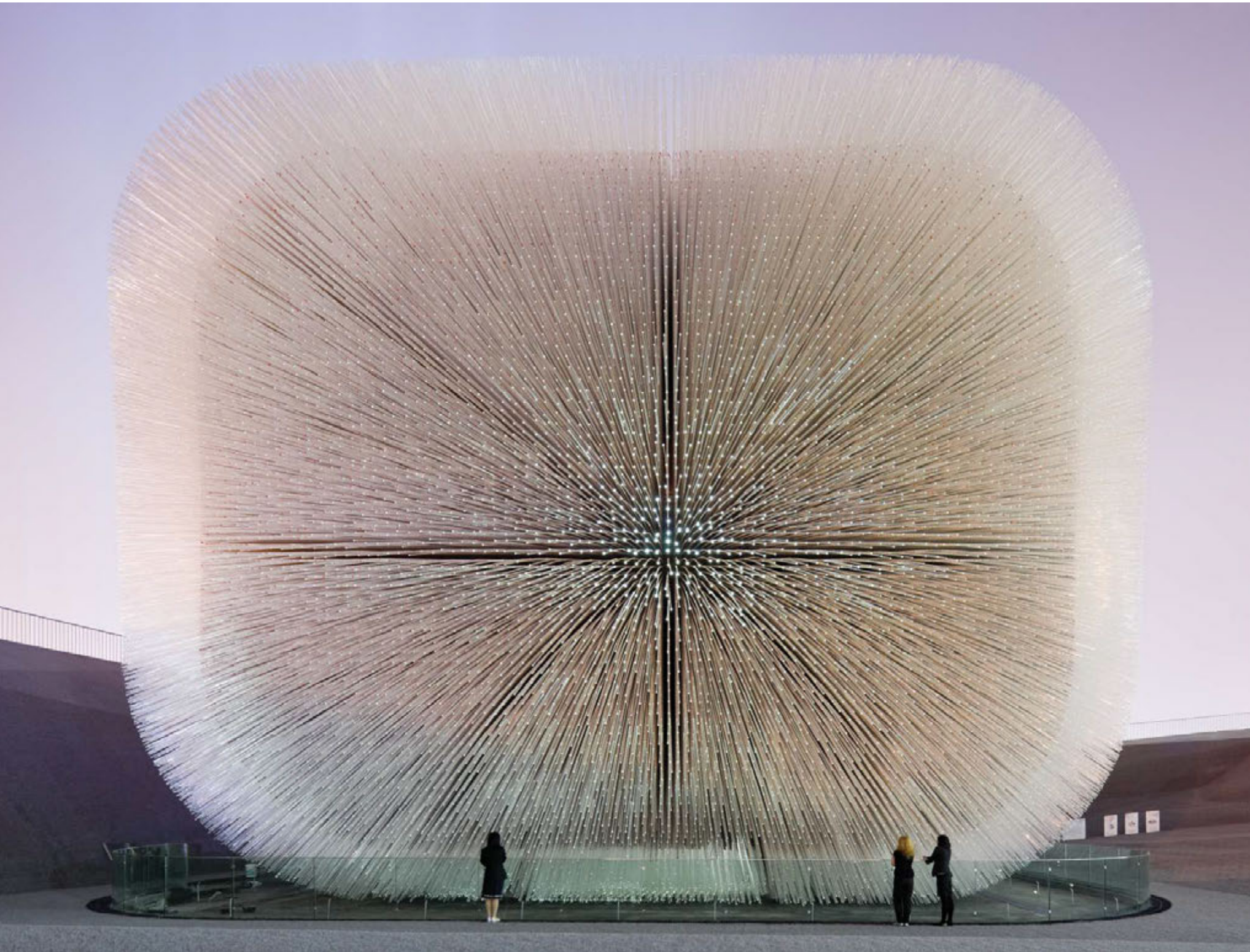
Rather than producing a single design and doggedly pursuing it, we understand that it is in the nature of a project such as this to work in partnership with a large number of stakeholders and statutory bodies to develop a scheme that not only solves complex problems and meets statutory requirements, but also inspires and excites. Our working methodology is a process of rational inquiry, undertaken in a spirit of curiosity and experimentation, throughout which we remain open and responsive to possibilities as we refine and clarify our ideas.

For this project, the design development process would be led by Heatherwick Studio, acting as design advisor to Transport for London (TFL). In working with TFL and the consultant team, the studio would stage regular design workshops and reviews to enable key considerations to be evaluated and appraised as the project evolves. During construction, the studio would remain active in its role as design advisor to TFL, working closely with all partners in the project to see it through to completion.

Heatherwick Studio operates a quality management system which ensures that clients and end-users receive a professional service that facilitates a courteous and professional working relationship with members of the wider consultant team. This system sets out clear work stages, with comprehensive procedures to ensure that our work satisfies all requirements at each stage. These procedures are subject to review and are regularly updated to ensure on-going compliance with worldwide standards of best practice.

Heatherwick Studio considers questions of biodiversity preservation, climate change, and social justice alongside the aesthetic and functional dimensions of our projects. Our ultimate aspiration is to achieve a design quality which can stand the test of time.

The studio team is made up of skilful, experienced and highly qualified designers, architects, technicians and makers. Studio members are allocated to projects according to their skills and experience and the needs of each project. We operate a policy of on-going training and professional development and are committed to providing a safe and healthy working environment for all our employees and working partners.



UK PAVILION, SHANGHAI

In September 2007, Heatherwick Studio led the winning team in the competition to design the UK Pavilion for the Shanghai 2010 Expo. The event was the largest Expo ever with two hundred countries taking part and over 70 million visitors attended. The theme of the Expo was "Better City, Better Life" and a key client objective was for the UK Pavilion to be one of the five most popular attractions.

The studio's design had three main aims: to create a pavilion that directly manifested the content exhibited inside it; to find a simple idea that was strong enough to stand out amidst the hundreds of competing pavilions; and to provide significant public open space in which visitors could relax. These aims were captured in two interlinked and experiential elements based around the subject of nature and cities – the Seed Cathedral and a multi-layered landscape treatment of the 6,000 square-metre site.

The Seed Cathedral was a 20-metre-high building constructed from 60,000 transparent 7.5-metre-long optical strands, each of which had a seed embedded within its tip. During the day, the interior was silent and illuminated only by the daylight that filtered past each seed along the individual optical hairs. At night, light sources inside each rod allowed the whole structure to glow. As the wind brushed past, the building and its optic "hairs" gently moved to dynamic effect.

The UK Pavilion attracted 50,000 people each day and won the event's top prize, the gold medal for pavilion design.

Located in Shanghai, China, the UK Pavilion was completed for the UK Foreign & Commonwealth Office in 2010 at a cost of £30 million.



OLD AIRPORT PARK, ABU DHABI

This project will re-model an existing park, which is currently a European-style green space which lacks shade and has to be intensively irrigated.

To us, the main aesthetic challenge was the flatness of this terrain that once was desert. The existing design treated the desert as something to be covered up with greenery but we remembered that Sheikh Zayed, the founding father of Abu Dhabi had said "What a shame to build on our beautiful desert!" when told of his friend's plan to build a large new office development. Instead of copying European ways of making parks, we wanted to create a park that celebrated the desert. Rather than relying on excessive irrigation, we also wanted to find ways to deal with the extreme climate by using the region's traditional horticultural strategies, such as growing fruit and vegetables in the shade of palm trees. Instead of denying the presence of the desert by rolling a European park out on top of it, we set ourselves the task of making a park out of the desert itself.

Imagining the cracked and fissured earth of a dry desert floor, we developed a proposal to elevate the surface of the desert and allow it to crack apart, revealing a rich oasis of plants, trees and shaded public space. With an upper surface which rises 10 metres above the desert, the park's underlying landscape has a dished topography that dips 10 metres below ground level, creating partially covered spaces that are up to 20 metres high. Conceived as a place for friends and families to gather and picnic, as well as a venue for events and festivals, these colonnaded spaces are protected from the harsh sunlight by the fragmented pieces of desert, supported overhead on columns.

Located in Abu Dhabi in the United Arab Emirates, this project is going forward and is due to be completed in 2017.



NEW BUS FOR LONDON

In January 2010, Heatherwick Studio joined the team commissioned by Transport for London to develop the design of a new London bus.

As well as being three metres longer than the original Routemaster, this bus has two staircases and three doors. With its open platform and a conductor to look after passengers, this bus once more gives Londoners the freedom to get on and off the bus at will. To meet the target of using 40% less fossil fuel than existing buses, the team developed a hybrid vehicle, powered by both electricity and diesel, and sought to make the bus as lightweight as possible.

The geometry of the vehicle developed from a series of pragmatic decisions. In order to minimise its perceived size, the bus' corners and edges were rounded. Its front window was angled down towards the pavement to allow the driver to see small children standing next to the bus. And, since it required three doors on one side and two staircases on the other, it was the functional asymmetry of the bus's internal circulation that led to its asymmetrical geometry, with the windows that correspond to the two staircases forming two ribbons of glass that wrap around the bus.

In recent years, the buses had interiors that had grown increasingly chaotic, random and visually discordant. They tended to have peculiar seating arrangements, fluorescent yellow handrails, bright strip lighting and protruding lumps of machinery encased in mysterious fibre-glass housings. In the design of the new bus, the aim was to recalibrate these cumulative compromises to create an interior that felt as calm and coordinated as possible. Using a minimal palette of colours and materials, details were developed that included new upholstery fabric, hand poles and stop buttons as well as simple bench seats.

Over twelve buses are currently in operation and a further 600 are in production.



DISTILLERY

Heatherwick Studio has been commissioned by a well known gin manufacturer to build a new distillery and production plant. Straddling the River Test, the site in southern England contains an accumulation of more than forty different buildings which includes the water-powered mill which formerly produced the paper that was used to make many of the world's banknotes. However, the site lacks a focal centre and the river, contained within a narrow high-sided concrete channel, is all but invisible. The studio's approach was to bring clarity and cohesion by using the river as an organisational device.

The river will be opened up and its banks reshaped and widened to create planted foreshores. Visitors will cross a bridge and make their way along the riverside to the main production facility, next to a courtyard at the centre of the site. The selective removal of a bridge and a small number of building structures allows the surrounding countryside to be seen from within this space, while modifying the river's banks will make the water visible and valuable once more.

The initial brief included a visitor centre but the sculptural forms of the vast copper gin stills, one of which is more than two hundred years old, suggested that the authentic distillation process was far more interesting than a simulated visitor experience. The fact that this process involves infusing the gin with the vapours of ten herbs and spices, in accordance with a recipe dating back to 1761, led the studio to research the rich British heritage of botanical glass-house structures, such as the Palm House at Kew Gardens. The resulting proposal sees two new glass houses emerge out of the production buildings to sit within the water of the widened river, within which ten species of herbs and spices that infuse the gin will be grown, with one glass house containing a humid environment for tropical plants and the other housing a dry temperate zone for Mediterranean species.

The project, which will see the creation of 5,000 square metres of gross floor area on a site of 19,000 square metres, is currently under construction and is designed to achieve a BREEAM rating of Excellent.

04 PROJECT TEAM



Thomas Heatherwick

MA (RCA), FRSA, SFRCA, RDI, FRIBA

Founder and Principal

Thomas Heatherwick founded Heatherwick Studio in 1994. Today, the studio has a team of 90 architects, designers and makers, from over 15 nations, who work from a combined studio and workshop in Kings Cross, London.

Notable projects include the award-winning UK Pavilion at the Shanghai World Expo 2010, the Olympic Cauldron for the London 2012 Olympic Games, and the New Bus for London. The studio's current work includes: an urban design plan for the east of Hong Kong Island; two large scale district developments in Shanghai; the reinterpretation and restoration of a world heritage building in Cape Town; a new university building in Singapore; A new distillery in the south of England; a cancer care centre in the north-west of England and a 200-passenger public boat for a river estuary in France.

Thomas is an Honorary Fellow of the Royal Institute of British Architects; a Senior Research Fellow at the Victoria & Albert Museum., and has been awarded Honorary Doctorates from the Royal College of Art, University of Dundee, University of Brighton, Sheffield Hallam University and University of Manchester. He won the Prince Philip Designers Prize, and, in 2004, was the youngest practitioner to be appointed a Royal Designer for Industry. In 2010, Thomas was awarded the RIBA's Lubetkin Prize and the London Design Medal in recognition of his outstanding contribution to design.



Fred Manson
OBE
Associate

Fred Manson was Director of Regeneration and Environment at the London Borough of Southwark between 1994 and 2001, during which time he oversaw the borough's economic development, planning application process, property management, environmental management, regeneration, leisure and community services.

He is recognised for having identified and presented the case for the regeneration of London's South Bank and for initiating the redevelopment of Bankside Power Station into the Tate Modern. During his term, Fred established Southwark as a leading agent of regeneration, initiating and driving projects such as the headquarters of the Greater London Authority, the award-winning Peckham Library, Millennium Bridge, and the Shard.

Between 2002 and 2007, Fred was a design review panel member for the Commission for Architecture and the Built Environment (CABE) and is currently on the design review panels for schools and London's 2012 Olympic Legacy.

In 2004, Fred was selected to serve on the Mayor of London's Urban Design Advisory Panel, which identifies key opportunities for cultural and commercial development within the city. That year, Fred also joined Heatherwick Studio as an Associate.

In 2000, Fred was awarded an OBE.



Stuart Wood
Project Designer

Trained as an industrial designer, Stuart Wood has deep knowledge and experience of design, detailing, manufacturing processes and materials. A member of the Heatherwick Studio team for over ten years, Stuart has worked closely with Thomas throughout that time, playing a key role in the development of most of the studio's projects.

In addition to his involvement with projects such as the UK Pavilion and the Rolling Bridge in London's Paddington Basin, Stuart has led the development of projects that are initiated by the studio as a platform for experimentation and innovation. These projects include the Spun Chair and Extrusions, which tested the limits of the industrial manufacturing process of aluminium extrusion and produced the world's largest-ever single extrusion. Recently, Stuart was project leader for the design and development of the New Bus for London and has also been working on a 200-passenger boat for public use in Nantes, France.



Katerina Dionysopoulou
ARB
Project Architect

The architect Katerina Dionysopoulou was the project leader responsible for delivering the Olympic Cauldron for the London 2012 Olympics and the UK Pavilion for the 2010 Shanghai World Expo, which was awarded RIBA's Lubetkin Prize as well as the Shanghai Expo Gold Award. Recently, Katerina led the winning team in a competition to re-design the Old Airport Road Park in Abu Dhabi and is currently overseeing construction of the studio's distillery project, in southern England, which will be completed later this year.

While working for Foster + Partners, Katerina was part of the winning team to design an extension to Frank Lloyd Wright's listed Johnson Wax office building and research tower in Wisconsin, USA, leading both the master-planning study and the overall design. She led teams to win competitions for a 3 million square foot development in Spain, and a civic square in Seattle that incorporated a mixed-use tower and 100 residential units. She also worked on the design of a 37-storey tower in Vancouver, a project which included the restoration of two art deco buildings.



Joanna Lumley
OBE, FRGS
Associate

Joanna Lumley is a British actor and author, who is deeply committed to human rights activism. Joanna has captured the imagination of the British public through her work to support the Gurkhas and is a passionate supporter of Free Tibet and Burma Campaign UK. She is also a patron of the Born Free Foundation and a keen supporter of several animal rights organisations, as well as the charities, Mind, ActionAid, SANE and Kidasha.

Joanna has worked with Heatherwick Studio for over a decade, involved with the strategic development of a number of the studio's self initiated public projects in London.

She is a Fellow of the Royal Geographical Society and an Honorary Patron of the University Philosophical Society of Trinity College, Dublin. She has been awarded Honorary Doctorates from University of Kent (1994), University of St Andrew's (2006) and Queen's University, Belfast (2008).

In 1995, Joanna was awarded an OBE.

COMMERCIAL IN CONFIDENCE

APPENDIX 1

FORM OF TENDER

I confirm and accept that:

Terms used and not defined in this Form of Tender shall have the meaning given to them in the ITT. The ITT has been prepared for the purpose of providing information to Tenderers and seeking Tenders for the Services. The ITT comprises this suite of documents and any information which is subsequently made available to potential Tenderers or their advisers by TfL or any of its subsidiaries.

The information provided in the ITT was prepared by TfL in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any TfL Group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the ITT document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested supplier or its professional advisers, and any liability therefore is excluded.

The provision of the Instructions to Tenderers has been complied with.

Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL (on behalf of itself and its group companies) has the right, without prior notice, to change the procedure for the Tender Process or to terminate discussions and the delivery of information at any time before the signing of any agreement relating to the Services.

We acknowledge that we will be solely responsible for all of our costs incurred in relation to the Tender Process and in developing, preparing and submitting any Tender in response to the ITT.

TfL reserves the right (on behalf of itself and its group companies) to award the contract for which Tenders are being invited in whole, or in part or not at all.

We agree that this Tender shall remain open for the acceptance by TfL (or its nominee) and will not be withdrawn by us for a period of three calendar months from the date fixed for return.

Having made due allowance for the full requirements in the ITT we hereby offer to deliver **Bridge Design Consultancy Services** to TfL in accordance with the terms and conditions and Special Conditions stated therein for the estimated price of;

£ 173,000 in words **One hundred and seventy three thousand pounds**

as detailed in the Pricing Information – Schedule 4.

COMMERCIAL IN CONFIDENCE

SIGNED _____

FOR AND ON BEHALF OF* Heatherwick Studio Ltd

PRINT NAME Thomas Heatherwick

POSITION Director

DATE 25 February 2013 TEL: [REDACTED] FAX: [REDACTED]

*Insert company name.

DECLARATION

Note, by completing box 1, you agree to our terms and conditions of Contract. If you do not wish to accept the Contract conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a Contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

1. I agree to accept TfL Terms and Conditions of Contract – TfL/90711 Subject to two amendments, as detailed overleaf.	
Name	Date
Lisa Melvin	25 February 2013

Or

I wish to submit a bid but I am unable to accept your terms and conditions of contract and I have made an alternative proposal which is attached. In doing so I am aware that it could prejudice the outcome of the Tender evaluation

2. I DO NOT accept TfL Terms and Conditions of Contract – TfL/90711	
Name	Date

Please complete the following regardless of which option you chose

Position: Head of Contracts	For and on behalf of (Company name) Heatherwick Studio Ltd
Telephone: [REDACTED]	Facsimile: [REDACTED]
Email: [REDACTED]	

06 COMMENTS ON PROPOSED CONTRACT

TfL Terms and Conditions of Contract

Requested amendments

8 Intellectual Property Rights

8.1. The Intellectual Property, copyright and design rights related to this work including, without limitation to, all designs, drawings, presentations and models ('IP') will remain the sole and exclusive property of Heatherwick Studio.

13 Consequences of termination of Consultant's engagement

13.6 If Heatherwick Studio's design ideas progress to the next stage we would expect to be appointed as Lead Designer through to project completion.

07 PRICING INFORMATION - SCHEDULE 4

Staff Level	Day Rate
Studio Principal	██████
Project Leader	██████
Architect and Designer	██████
Visualiser	██████
Junior Architect and Designer	██████
Technician	██████
Studio Support	██████

Central London Footbridge Design Study
Feb 2013 - Assessment of Bids

<i>Technical Criteria</i>	W Eyre	Marks Barfield	Heatherwick
Relevant design expertise	3	3	4
Relevant experience	4	4	3.5
Understanding of the brief	2.5	3	4
Technical Score (out of maximum 12)	9.5	10	11.5

0 - Unacceptable.	Demonstrates lack of evidence of understanding of the requirement.
1 - Poor	Does not completely meet the minimum requirement and acceptability is doubtful.
2 - Fair	Shows some evidence of understanding of the requirement but provides a limited or inadequate response.
3 - Good	Demonstrates satisfactory understanding of the requirement – meets minimum requirement.
4 - Very Good	Demonstrates good understanding of the requirement above minimum requirement.



Mr Thomas Heatherwick
Heatherwick Studio Ltd
356 – 364 Gray's Inn Road
London
WC1X 8BH

Transport for London
Commercial - Services

16th Floor
Windsor House
42-50 Victoria Street
London SW1H 0TL

8 March 2013

Dear Mr Heatherwick,

Ref: TfL/90711 Bridge Design Consultancy Services

Thank you for your recent tender submission in response to the TfL/90711 Bridge Design Consultancy Services.

I am pleased to confirm that following the evaluation of the above, Transport for London (TfL) has made the final decision to award the Contract for Bridge Design Consultancy Services to Heatherwick Studio Ltd, subject to final contract agreement.

Heatherwick Studio Ltd submitted the most economically advantageous tender out of the three tenders received. Heatherwick Studio Ltd achieved a total score of **72.5% out of 100%** and was placed 1st overall.

This award is subject to the following documents, which shall form the entire agreement between the parties:

- Transport for London Invitation to Tender for TfL/90711 Bridge Design Consultancy Services;
- TfL's Bespoke Terms and Conditions as stated in Professional Appointment Document (Attachment 2 of the original tender documentation);
- Heatherwick Studio's Tender for Design Services, dated February 2013.

The period of the Contract is from **13 March 2013 to 26 July 2013**. Any extension to the end date is subject to further written agreement between the parties. This Contract is subject to a maximum expenditure of **£60,000 exclusive of VAT**.

Please be advised that TfL's official order for this work will follow in due course and the order number must be stated on each invoice to facilitate payment.

Failure to quote this order number will result in delay in payment being made and may result in invoices being returned for correction.

I will send you a copy of the Contract shortly for your perusal and comments.

Please contact Richard de Cani, Director of Strategy and Planning on 020 3054 7098 or email his PA Judy Taylor-Ray judytaylorray@tfl.gov.uk to arrange a meeting in order to discuss the new Contract.

I wish you every success in the delivery of the service.

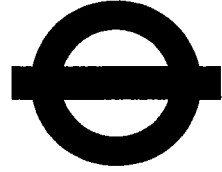
Yours sincerely,

Daiga Elson
Procurement Officer
Commercial – Services

Professional Appointment for Design Services

Contract Reference Number: TfL90711

Purchase Order Number: 3100579075



DATED 3 day of *May* 2013

Transport for London as Client
Heatherwick Studio Ltd as Consultant

PROFESSIONAL APPOINTMENT

for Design Services Relating to a New Footbridge in Central London
Connecting Temple with the South Bank

Contents

Clause	Name	Page
1	Definitions and interpretation	2
2	Consultant's general obligations	6
3	Third party obligations.....	7
4	Consultant's team	8
5	Remuneration.....	9
6	Additions to the Fee and additional Services	10
7	Insurance	11
8	Intellectual Property Rights	12
9	Confidentiality.....	13
10	Assignment and sub-letting.....	15
11	Time for performance.....	15
12	Termination of Consultant's engagement by Client.....	16
13	Consequences of termination of Consultant's engagement.....	16
14	Miscellaneous	17
15	Notices	17
16	Disputes	17
17	Governing law	18
Schedule Name		Page
1	Schedule 1 Key Information	19
2	Schedule 2 The Services	20
3	Schedule 3 The Brief.....	21
4	Schedule 4 Daily rate.....	23
5	Schedule 5 Pro Forma Collateral Warranty.....	24
Execution Page		34

PARTIES

- (1) Transport for London (the "**Client**")
- (2) **Heatherwick Studio Ltd** (company registration No 4170748) whose registered office is at 356 – 364 Gray's Inn Road, London WC1X (the "**Consultant**")

BACKGROUND

- (A) The Client intends to carry out the Project.
- (B) The Client wishes to appoint the Consultant to provide design services in connection with the Project.
- (C) The Client has relied and will continue to rely upon the Consultant's skill, care and diligence in respect of all matters covered by this Agreement.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Brief**" means the document set out at Schedule 3 (*The Brief*) outlining the Client's requirements for the Project, as updated by the Client from time to time.

"**CDM Regulations**" means the Construction (Design and Management) Regulations 2007 (SI 320).

"**Client**" means Transport for London, as referred to above and includes, except for the purposes of Clause 5 (*Remuneration*), any person to whom the benefit of this Agreement and any rights under it have been validly assigned under Clause 10.3.

"**Confidential Information**" means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Client (and where the Client is TfL, including the TfL Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Client (and where the Client is TfL, any member of the TfL Group).

"**Contractor**" means the contractor to be appointed by the Client to carry out and complete the design and construction of the Project, including (where the context so admits) the Contractor's employees, agents and Sub-Contractors.

“Contract Manager” means the person so named in Schedule 1 or another person appointed by the Client to act in its place.

“Construction Act” means Part II of the Housing Grants, Construction and Regeneration Act 1996 as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009.

“Fee” means the lump sum stated in Schedule 1 which shall not exceed £60,000 or any adjusted sum agreed under Clause 6.2 payable to the Consultant for the Services.

“Fund” means any person (acting for himself and, where he leads for a syndicate of persons, as agent and trustee for them) who agrees to provide finance to the Client in connection with the carrying out of the Project or any part of it.

“Holding Company” means any company which from time to time directly or indirectly controls the Consultant where “control” is as defined by section 840 of the Income and Corporation Taxes Act 1988;

“Insolvency Event” means any of the following:

- (a) the Consultant and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of the Consultant and/or the Holding Company;
- (c) being a company, the Consultant and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) the Consultant and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Consultant becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to the Consultant and/or the Holding Company under the law of any applicable jurisdiction for those purposes.

“Intellectual Property Rights” mean any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing

off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Person” means the person(s) so named in Schedule 1 or any replacement appointed under Clause 4.2 or Clause 4.3.

“Project” means the proposed design and construction of a new footbridge in central London connecting Temple with the South Bank, more particularly described in the Brief.

“Products” means all documents drawings, computer software, details, plans, specifications, schedules, reports, calculations, and other work (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Consultant in the provision of the Services.

“Project Team” means collectively those consultants (other than the Consultant) appointed by the Client in connection with the Project.

“Scheme” means the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 649).

“Services” means the services to be performed by the Consultant in connection with the Project as set out in Schedule 2 (*The Services*), including (except for the purpose of Clause 5.1) any additional services instructed by the Client under Clause 6.3.

“Site” means the site described in Schedule 1, including any addition to or omission from it.

“Statutory Requirements” means all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), byelaws, treaties and other regulatory requirements relevant to the Consultant’s business and/or the Client’s business, from time to time in force which are or may become applicable to the Services and/or the Project.

“Sub-Contractor” means a sub-contractor or supplier (of any tier) employed or engaged on or in connection with the Project or any part of it.

“TfL” means Transport for London, a statutory corporation established under the Greater London Authority Act 1999.

“TfL Group” means TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “member of the TfL Group” shall refer to TfL or any such subsidiary.

1.2 Interpretation

- 1.2.1 References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- 1.2.2 A reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders.
- 1.2.3 The Clause and paragraph headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.2.4 The words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.
- 1.2.5 Unless the contrary intention appears, references:
- (a) to defined terms are references to the relevant defined term in Clause 1.1;
 - (b) to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Agreement; and
 - (c) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.2.6 The expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
- 1.2.7 References in this Agreement to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Agreement.
- 1.2.8 If the Consultant is two or more persons, the expression the **“Consultant”** includes the plural number and obligations in this Agreement expressed or implied to be made with or by the Consultant are to be treated as made with or by such persons jointly and severally.

2 CONSULTANT'S GENERAL OBLIGATIONS

- 2.1 The Client appoints the Consultant and the Consultant agrees to perform the Services fully and faithfully in accordance with and subject to the terms of this Agreement.
- 2.2 The Consultant shall comply with all instructions and directions given to him by the Client on any matter connected with the Project.
- 2.3 The Consultant warrants to the Client that he has exercised and will continue to exercise, in the performance of the Services, all the professional skill, care and diligence which may reasonably be expected of a qualified and competent designer experienced in the provision of such services in respect of projects of a similar size, scope, nature and complexity to the Project.
- 2.4 The Consultant warrants to the Client that he has not specified or authorised for use and that he will not specify or authorise for use in the Project any products or materials which are generally known within the construction industry to be deleterious at the time of use in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:
- (a) the BPF/BCO report 'Good practice in the selection of construction materials (current edition), other than in accordance with the recommendations as to good practice contained in section 2 of that report;
 - (b) relevant British or European Standards or Codes of Practice; or
 - (c) any publications of the Building Research Establishment related to the specification of products or materials.
- 2.5 The Consultant shall comply fully with the requirements of the Brief, provided that nothing in this Clause 2 (*Consultant's general obligations*) shall preclude the exercise of independent skill and judgment by the Consultant in the performance of the Services. The Consultant shall notify the Client forthwith if he considers that any changes to the Brief are necessary or desirable in the interests of the Project.
- 2.6 The Consultant warrants to the Client that:
- (a) the design carried out by the Consultant for the Project complies and will comply and will enable the Client to comply with the Statutory Requirements;
 - (b) the Consultant will otherwise comply with the Statutory Requirements in performing the Services; and

- (c) no act, omission or default of the Consultant in relation to the Services shall constitute, cause or contribute to a breach by the Client of his obligations under the Statutory Requirements.
- 2.7 The Consultant shall comply with all the obligations imposed on him as a “designer” under the CDM Regulations insofar as they apply to the Project and shall co-operate with and provide information to the Project Team, the Contractor and the Sub-Contractors as necessary to enable them to comply with their respective obligations under the CDM Regulations in relation to the Project.
- 2.8 The Consultant shall keep the Client and the Contract Manager fully and properly informed on all aspects of the progress and performance of the Services and shall provide the Client and the Contract Manager with all such other information in connection with the Project as the Client and/or the Contract Manager may reasonably require.
- 2.9 The Consultant acknowledges that the Client intends to appoint a principal design consultant in connection with the Project and the Consultant shall fully co-operate with the principal design consultant and liaise directly as necessary with the other members of the Project Team, the Contractor and the Sub-contractors to the intent that:
 - (a) the design of the Project is fully integrated;
 - (b) the Project is able to proceed with all reasonable speed and economy and in accordance with any time limits agreed between the Client and the Consultant; and
 - (c) the cost of executing each element of the Project will not exceed the financial limit notified by the Client.
- 2.10 The liability of the Consultant under this Agreement shall not be released, diminished or in any other way affected by:
 - (a) the appointment by the Client of any person to survey the Site or to monitor the carrying out of the Project or to inspect any documents relating to them on behalf of the Client or the failure to appoint such a person;
 - (b) any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Client; or
 - (c) any other independent inquiry into any relevant matter which the Client may make or fail to make.

3 THIRD PARTY OBLIGATIONS

- 3.1 The Consultant shall perform the Services in accordance with any specific requirements which the Client has made known to the Consultant in respect of the Project (including, without limitation, any

contractual obligations owed by the Client to any third party) and so as not to cause or contribute to a breach by the Client of any such requirements. The Consultant shall promptly report to the Client in writing if he considers that such requirements are unachievable or that changes to them are necessary or desirable in the best interests of the Project.

3.2 The Consultant shall, as required by the Client, liaise and co-operate with any person who has or may acquire an interest in the whole or any part of the Site and/or the Project (and their respective representatives) and provide them with all such information in connection with the Project as they may reasonably require.

3.3 The Consultant shall, within 14 days of the Client's request to do so, execute collateral warranties in favour of any:

3.3.1 Fund;

3.3.2 river authority;

3.3.3 principal design consultant forming part of the Project Team; and/or

3.3.4 the Contractor;

in the form set out in Schedule 5 (Pro forma collateral warranty) and shall deliver them to the Client. If the Consultant fails to deliver any collateral warranty validly requested under this Clause 3.3 within 14 days of the Client's request, the Client shall not be obliged to make any further payment to the Consultant under this Agreement until such collateral warranty is delivered to the Client.

3.4 Save that any member of the TfL Group and the Greater London Authority ("**GLA**") has the right to enforce the terms of the Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Third Party Act by any person not a party to it.

3.5 The parties may rescind or vary this Agreement without the consent of any third party to whom an express right to enforce any of its terms has been granted.

4 CONSULTANT'S TEAM

4.1 The services of the Key Person shall be available at such times and for as long as may be necessary, and he shall devote such time and attention as may be necessary, to ensure the proper performance by the Consultant of the Services.

4.2 The Consultant shall not replace the Key Person without the prior approval of the Client (such approval not to be unreasonably withheld or delayed) and shall only replace either of them with a person

approved by the Client (such approval not to be unreasonably withheld or delayed). Other than in cases of emergency, the Consultant shall ensure that there is an appropriate handover period between the person being replaced and his replacement.

- 4.3 The Client may, after consultation with the Consultant, request the removal of any person engaged in the performance of the Services if, in the Client's reasonable opinion, his performance or conduct is or has been unsatisfactory and the Consultant shall promptly replace him with a person approved by the Client (such approval not to be unreasonably withheld or delayed).

5 REMUNERATION

- 5.1 The Client shall pay the Consultant the Fee as full remuneration for the Services.
- 5.2 The Fee shall be paid by instalments as provided in Schedule 1 and in accordance with the provisions of Clause 5.3 to Clause 5.6.
- 5.3 The Consultant shall, on each of the dates or at the end of the periods set out in Schedule 1 or (if no dates or periods are specified) not more frequently than monthly, submit to the Client an invoice specifying the sum which the Consultant considers to be due to him under the Agreement as at the due date (including, if applicable, any adjustments arising under Clause 6.2 and/or Clause 6.3) and the basis on which such sum has been calculated, together with any value added tax which may be chargeable, less any sums previously paid by the Client. Invoices shall comply with Regulations 13 and 14 of the Value Added Tax Regulations 1995 (SI 2518), contain all of the information specified in Schedule 1 and shall be supported by all such documents, vouchers and receipts as may be necessary for computing and verifying them. The Consultant's invoice shall be the payment notice required by Section 110A(1) of the Construction Act.
- 5.4 The due date for payment of each invoice shall be the date on which the Client receives the invoice.
- 5.5 If the Client intends to pay less than the amount specified as due in any invoice submitted by the Consultant in accordance with Clause 5.3, he shall give the Consultant a notice of his intention to do so, specifying the sum that he considers to be due to the Consultant as at the date such notice is given and the basis on which such sum has been calculated. Such notice (which shall be the "pay less" notice referred to in Section 111(3) of the Construction Act) may not be given before the due date and must be given not later than three days before the final date for payment of the relevant instalment.
- 5.6 The Client shall pay to the Consultant the amount specified as due in any invoice submitted by the Consultant in accordance with Clause 5.3 (or, if less, the amount specified in the Client's notice under

Clause 5.5) on or before the final date for payment, which shall be 30 days after the due date.

- 5.7 If the Client fails to pay any amount (or any part of it) properly due to the Consultant under this Agreement by the final date for payment under Clause 5.6 and such failure continues for 5 working days after the Consultant has given to the Client written notice of his intention to suspend performance of his obligations under this Agreement and the ground or grounds on which he intends to suspend performance, the Consultant shall be entitled (without limiting any other right or remedy of the Consultant) to suspend performance of any or all those obligations until the outstanding amount is paid in full. Any period during which performance is validly suspended under this Clause 5.7 shall be disregarded in computing the time taken by the Consultant to complete any of the Services affected by the suspension. The Consultant shall be entitled to a reasonable amount in respect of costs and expenses properly and reasonably incurred by him as a result of the valid exercise of his right under this Clause 5.7 and such amount shall be added to the next instalment due to the Consultant under this Agreement.
- 5.8 Any amount due under this Agreement which is not paid by the final date for payment under Clause 5.6 shall carry interest at the rate of 2% above the base rate of HSBC Bank plc from time to time for the period between the final date for payment and the date on which payment is made. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6 ADDITIONS TO THE FEE AND ADDITIONAL SERVICES

- 6.1 Subject to Clause 6.3 and Clause 13.2, the Fee shall be deemed to be inclusive payment for the Services and all other matters relating to this Agreement and for all costs, disbursements, expenses and overheads incurred by the Consultant in connection with the Project, except for those items listed in paragraph 8 of Schedule 1 which (if properly and necessarily incurred by the Consultant in connection with the Project with the prior approval of the Client) shall be reimbursed to the Consultant at cost.
- 6.2 If the nature and scope of the Project or of the Services is materially altered in accordance with the Client's requirements, the Client and the Consultant shall agree a fair and reasonable adjustment to the Fee (and a consequential adjustment to the instalments set out in Schedule 1) to reflect any substantial increase or decrease in the work required of the Consultant resulting from the alteration.
- 6.3 In addition to the Services, the Consultant shall perform any other services in relation to the Project which the Client may reasonably instruct. Subject to Clause 6.4 and Clause 6.5, the Client shall pay

an additional fee to the Consultant in respect of any services so instructed, the amount and timing of payment of which shall be agreed between the parties or (if the Client in his sole discretion decides) calculated by reference to the hourly rates in Schedule 4 (*Hourly rate*).

- 6.4 It is a condition precedent to the Consultant's right to payment under Clause 6.3 that, prior to commencing any additional services, he shall notify the Client that he intends to seek additional payment and shall provide to the Client an estimate of such additional payment and that the Client has agreed to this.
- 6.5 Notwithstanding Clause 6.2 and Clause 6.3, the Consultant shall not be entitled to any increase in the Fee nor to any additional payment to the extent that the need for such additional work and/or services results from any negligence, omission or default on the part of the Consultant in the performance of his obligations under this Agreement.

7 **INSURANCE**

- 7.1 Without limiting his other obligations under this Agreement or otherwise at law, the Consultant shall maintain professional indemnity insurance to cover his professional liability under this Agreement, with a limit of indemnity of not less than £5,000,000 in respect of each and every claim, provided that such insurance continues to be available in the European Union market on reasonable terms and at commercially reasonable premium rates to consultants performing services substantially similar to the Services.
- 7.2 The insurance referred to in Clause 7.1 shall:
- (a) be subject only to such conditions and excesses as may be usual in the European Union market at the time; and
 - (b) be maintained with reputable insurers with a place of business in the United Kingdom, from the date of this Agreement and for a period expiring not less than six years after the completion of the Services and notwithstanding the expiry or termination of the Consultant's engagement under this Agreement.
- 7.3 As and when he is reasonably required to do so by the Client, the Consultant shall produce documentary evidence that the insurance required by this Clause 7 (*Insurance*) is being properly maintained.
- 7.4 The Consultant shall promptly notify the Client if at any time he is unable to obtain insurance as required by this Clause 7 (*Insurance*) on reasonable terms and at commercially reasonable premium rates or at all and in that event shall continue to maintain insurance on such

terms and with such a limit of indemnity as may then be available to the Consultant.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Consultant hereby assigns with full title guarantee to the Client all Intellectual Property Rights in all Products provided that such assignment shall not include items not prepared or developed for the purposes of this Agreement.
- 8.2 Without prejudice to Clause 8.1, the Consultant grants to the Client an irrevocable royalty-free licence to use and to reproduce any or all of the Products for any purpose connected with the Project and/or the Site, including (without limitation) the execution and completion of the Project and the subsequent maintenance, letting, occupation, management, sale, advertisement, extension, alteration, reinstatement and repair of the Site or any buildings or structures on the Site.
- 8.3 The licence referred to in Clause 8.1 carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the expiry or termination (for any reason) of the Consultant's engagement under this Agreement.
- 8.4 The Consultant acknowledges and warrants that he is the author (as defined in the Copyright, Designs and Patents Act, 1988) of the Products and waives any moral rights which he might otherwise be deemed to possess under chapter IV of that Act in respect of the Products and of the Project.
- 8.5 Notwithstanding any other provision of this Clause 8, the Consultant shall not without the prior consent of the Client be entitled to use the Products so as to design any building or structure similar in overall design, appearance or features to the Project, nor shall he be entitled to use the Products for any purpose connected with the Site other than for the purposes of this Agreement and the completion of the Project (notwithstanding the expiry or termination of his engagement under this Agreement or the abandonment of the Project by the Client).
- 8.6 The Consultant shall, if requested by the Client, execute any documents and do anything required to assure to the Client the rights referred to in Clause 8.1 to Clause 8.5.
- 8.7 The Client acknowledges that the Consultant shall not be liable for the consequences of any use of the Products for any purpose which is inconsistent with that for which it was prepared by the Consultant.
- 8.8 The Consultant shall indemnify the Client against any liability which the Client may incur by reason of the Consultant infringing or being held to have infringed any Intellectual Property Rights of any person.

- 8.9 The Consultant shall, at the request of the Client, provide to the Client such copies of the Products and any materials relied upon or referred to in the creation of the Products (in hard copy or electronic form) as he may reasonably require in connection with the Project, provided that where the Client requires the Consultant to provide in excess of 12 hard copies of any of the Products the Client shall pay the Consultant's reasonable photocopying charges incurred in providing such excess copies.
- 8.10 The Client shall procure that all the Client's personnel (including the Key Persons) performing the Services (or part of them) contract with the Client that any Intellectual Property Rights arising out of or relating to work done by those persons pursuant to the Agreement shall be assigned with full title guarantee to the Client and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.
- 8.11 The Client shall have no right (save where expressly permitted under the Agreement or with the Client's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Client.
- 8.12 As between the Client and the Consultant, Intellectual Property Rights in all documentation and other items supplied by the Client to the Consultant in connection with the Agreement shall remain the property of the Client.
- 8.13 The Client shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Agreement have been paid and are included within the Fee.

9 CONFIDENTIALITY

- 9.1 Save as provided below in this Clause 9, the Consultant shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of this Agreement or that it is providing the Services to the Client or in relation to any matter under or arising from the Agreement unless specifically granted permission to do so in writing by the Client. The Client shall have the right to approve any announcement before it is made.
- 9.2 The Consultant shall not, without the prior written consent of the Client, hold itself out, verbally or in writing, as being associated with the Project.
- 9.3 The Consultant shall be credited as being associated with or supporting the design of the Project, as the Client's Designer in all

media activity undertaken by the Client including information in press releases, websites and marketing literature used to communicate and publicise the project.

- 9.4 The Consultant shall be included in all promotional and press events organised by or on behalf of the Company for the opening and promotion of the Project. The Consultant shall receive such number of invitations as it may reasonably request to any press, promotion or opening activity by or on behalf of the Client in connection with the Project. In addition, the Consultant shall be entitled to use, copy and communicate to the public (including use on its website) promotional and press images, graphics, photography and promotional literature relating to the Project and its related designs, and otherwise to publicise on its own account its involvement in relation to the concept design of the Project by agreement with the Client such agreement not to be unreasonably withheld or delayed.
- 9.5 The Consultant shall provide artistic guidance for photography of the Project for events and publications.
- 9.6 The Consultant will be given full and free of charge access to and use (for its own business purposes) of all press photography taken by or behalf of the Client.
- 9.7 In the event of negative publicity in relation to the concept design of the Project, the Consultant shall be consulted and kept informed in relation to any press release, announcement or other publication or statement in relation thereto.
- 9.8 In the event that footbridge that is the subject of the Project does not progress and/or another entity is appointed to undertake its full design, the provisions of Clause 9.3 to 9.7 shall no longer apply and, where the consultant so requests, the Client shall not associate the Consultant with the footbridge.
- 9.9 The Consultant will keep confidential:
 - 9.9.1 the terms of this Agreement; and
 - 9.9.2 any and all Confidential Information that it may acquire in relation to the Client.
- 9.10 The Consultant will not use the Client's Confidential Information for any purpose other than to perform its obligations under this Agreement. The Consultant will ensure that its officers and employees comply with the provisions of Clause 9.8.
- 9.11 During the term of this Agreement and after its expiry or termination for any reason, the Consultant undertakes to keep the Confidential Information confidential, except that Clause 9.8 will not apply to any Confidential Information:

- (a) which the Consultant can demonstrate is in the public domain (other than as a result of a breach of this Clause 9);
- (b) which the Consultant is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- (c) to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

10 ASSIGNMENT AND SUB-LETTING

- 10.1 The Consultant shall not assign his interest in this Agreement or any part of it, nor any right arising under it, to any person without the prior consent of the Client.
- 10.2 The Consultant shall not, without the prior consent of the Client, sub-contract the performance of any of the Services. The Consultant shall be fully responsible for any work sub-contracted as if he had performed such work himself.
- 10.3 The Client may at any time or assign the benefit of this Agreement and any rights under it to any person (subject to a maximum of two such assignments). Assignments to a subsidiary or holding company of the Client or any other subsidiary of the Client's holding company shall not require the prior consent of the Consultant and shall not count towards such two occasions. The Client or any other subsidiary of the Client's holding company shall notify the Consultant within a reasonable time of any such assignment.

11 TIME FOR PERFORMANCE

- 11.1 The Consultant shall perform the Services regularly and diligently and (subject to Clause 11.2) within a reasonable time, bearing in mind the requirements of the Project, and in accordance with any time limits agreed between the Client and the Consultant.
- 11.2 If at any time the Consultant is prevented or delayed in the performance of the Services for any reason, he shall promptly so notify the Client giving the specific reason for the delay or prevention, together with his best estimate of its effect on any agreed time limits, and shall use all reasonable endeavours to resume and expedite the Services as soon as practicable. The Consultant shall not be treated as being in breach of this Agreement to the extent that he is delayed in the performance of the Services for reasons beyond his reasonable control.

12 TERMINATION OF CONSULTANT'S ENGAGEMENT BY CLIENT

12.1 The Client may at any time, by not less than five days' prior notice to the Consultant, terminate the Consultant's engagement under this Agreement or the performance of any part of the Services.

13 CONSEQUENCES OF TERMINATION OF CONSULTANT'S ENGAGEMENT

13.1 On termination of the Consultant's engagement under Clause 12 (*Termination of Consultant's engagement by Client*), the Consultant shall take immediate steps to bring the Services to an end in an orderly manner (but with all reasonable speed and economy) and shall within 14 days deliver to the Client all the Products (whether in the course of preparation or completed) provided that the Consultant shall be entitled to retain copies of them.

13.2 If the Consultant's engagement is terminated, the Client shall (subject to any withholdings, deductions or set-offs which the Client is entitled to make and to Clause 13.3, Clause 13.4 and Clause 13.5) pay to the Consultant that part of the Fee and any other amounts arising under this Agreement which have already accrued due prior to the date of termination, plus a fair and reasonable proportion of the next instalment of the Fee having regard to the extent of the Services performed up to the date of termination, less the amount of any payments previously made by the Client to the Consultant under this Agreement. In addition the Client shall in the event of a termination (save where the Consultant is subject to an Insolvency Event) reimburse to the Consultant the direct costs wholly and necessarily incurred by the Consultant resulting from the termination, provided that such termination and such costs have not arisen through any negligence, omission or default on the part of the Consultant.

13.3 On termination or suspension of the Consultant's engagement for whatever reason, the Client shall not (except as exclusively set out in Clause 13.2) be liable to the Consultant for any loss of profit, loss of contracts or other costs, losses and/or expenses incurred by the Consultant in connection with such termination or suspension.

13.4 Termination of the Consultant's engagement for whatever reason shall not (subject to Clause 13.3) limit the rights and remedies of either party in relation to any negligence, omission or default of the other party occurring prior to the termination.

13.5 The provisions of this Agreement shall continue to bind the parties for as long as may be necessary to give effect to their respective rights and obligations under it.

13.6 If the Client obtains a satisfactory planning permission for the Project, the Consultant acknowledges that the Client is not obliged to appoint the Consultant to provide further services in connection with the

detailed design, procurement and construction of the Project or any part of it and that the Client shall be entitled (in its absolute discretion) to appoint another consultant or consultants in the Consultant's place should it wish to.

14 MISCELLANEOUS

- 14.1 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the duly authorised representatives of both the Client and the Consultant.
- 14.2 This Agreement supersedes any previous agreement or arrangement between the parties in relation to the Services (whether oral or written) and represents the entire understanding between the parties in relation to the Services.
- 14.3 Notwithstanding the date of this Agreement, it shall have effect as if it had been executed on the actual commencement of the Services by the Consultant.

15 NOTICES

A notice or other communication required under this Agreement shall be given in writing and shall be deemed properly given if it complies with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000). The addresses and numbers for service of the Client and of the Consultant shall be those stated in Schedule 1 or such other address or number for service as the party to be served has previously notified to the other.

16 DISPUTES

- 16.1 Either party may refer any dispute arising under, out of, or in connection with this Agreement to adjudication in accordance with the rules and provisions of the Scheme and this Clause 16.
- 16.2 Any dispute referred to adjudication shall be referred to an adjudicator appointed by the president or vice president for the time being of the Royal Institution of Chartered Surveyors.
- 16.3 The following provisions of the Scheme shall be amended as set out below:

"8. (1) The adjudicator may adjudicate at the same time on more than one dispute under the same contract.

18. The adjudicator and any party to the dispute shall not disclose to any other person any information or document provided to him in connection with the adjudication, except to the extent that it is necessary for the purpose of, or in connection with, the adjudication.

22. The adjudicator shall provide reasons for his decision.”.

17 **GOVERNING LAW**

17.1 This Agreement shall in all respects be governed by English law.

17.2 The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Agreement save that any decision, judgement or award of such courts may be enforced in the courts of any jurisdiction.

THIS AGREEMENT has been signed for and on behalf of the parties the day and year written above.

**Schedule 1
Key Information**

- 1 The Site is N/A
- 2 The Key Person(s) is Richard de Cani, TfL.
- 3 The Contract Manager is Alison Parr, TfL.
- 4 The period of the Contract is from 13 March 2013 to 26 July 2013. Any extension to the end date is subject to further written agreement between the parties.
- 5 The Fee is the lump sum of £60,000 exclusive of value added tax.
- 6 Instalments of the Fee payable in accordance with Clause 5.2 shall be as follows:

Heatherwick Ltd to invoice on a 4 weekly basis in line with TfL's periodic calendar – all invoices must be approved by the TfL Key person Richard de Cani prior to submission
- 7 The Client's address and number for service:

Address: TfL, Windsor House
10th Floor, 42-50 Victoria Street
London
SW1H 0TL

Fax no: N/A
- 8 The Consultant's address and number for service are:

Address: Heatherwick Studio Ltd
356 – 364 Gray's Inn Road
London
WC1X 8BH

Fax no: +44 (0)20 7833 8400
- 9 The Exclusions from the Fee are: N/A
- 10 If applicable, the list of partners is: N/A
- 11 Invoices to be submitted to the Client shall include the following information: Contract Reference Number, (if applicable) SAP order number, Client's name and address, a separate calculation of VAT and a brief description of the Services provided.

Schedule 2 The Services

General

- The Consultant shall provide the Client with design services to enable different options for a new footbridge across the Thames to be considered and assessed allowing a single preferred option to be identified.

Specific

The Consultant shall:

- Together with the Client discuss and establish the Client's objectives, priorities and requirements including programme and budget. Assess these and give general advice on how to proceed.
- Assist with advice over prioritising the requirements and objectives. Assist in the preparation of a preliminary Brief.
- Work with the client to develop clear objectives and assessment criteria for the new footbridge
- Advise the client on constraints and opportunities that would inform the preparation of options for the new bridge
- Work with the Client to develop a number of different design options for the new bridge and support the assessment of these options against the overall objectives.
- Advise on the planning implications and prepare any other report that may be expected of a designer required for the consideration of proposals.
- Develop a preferred option or options to a stage where further technical, design and planning work could be progressed. This includes supporting the preparation of further briefs and tender documents.

Schedule 3 The Brief

1. The Client wishes to secure design advice to help progress ideas for a new footbridge crossing of the River Thames in Central London.
2. The Mayors Transport Strategy (MTS) and London Plan is supportive of the need for improvements in pedestrian connectivity in central London that support an overall enhancement in the quality of pedestrian routes across the central area. The MTS is particularly supportive of a shift in shorter trips from public transport to walking to reduce congestion on the public transport networks.
3. The population of London is forecast to grow to potentially 10 million people by 2033 with a continued increase in the number of people working and travelling to central London. Over the past 10 years there has been a sustained increase in the number of people using national rail services to travel into London which in turn has led to a significant increase in the demand for onward travel from the main line rail terminal. Waterloo is the busiest station in London with significant demand for onward travel using the tube and bus. The Client has been actively encouraging people to consider walking to their onward destination (many of which are within 20 minutes walk) and one of the challenges is access across the river towards the midtown area.
4. In addition, there is a focus of activity along the South Bank area with major developments planned and a high concentration of cultural and leisure activities. Access to the South Bank is limited to a number of crossing points and there is a clear desire to improve access points from the north to spread the activity that is clustered on the South Bank to the north side of the river but also to improve access to key tube stations such as Temple, as a gateway to the South Bank.
5. The Client and the GLA have identified the potential for a new footbridge in central London connecting the South Bank with the Temple area and has appointed the Consultant to help develop this concept to understand the potential and the scale of costs and benefits. A new footbridge in this location could offer benefits in terms of connectivity for pedestrians but would also be a positive contribution to this important cultural and leisure destination.
6. Such a bridge in this location would have to be of a high quality design to meet policies in the local planning documents and the London Plan.

7. This initial study will help examine the potential for a footbridge in this area, considering a number of different locations and taking into account a range of constraints in the area. The Consultant shall work with the Client to identify and test broad options and to help identify a potential preferred option that could be considered further.

8. In June 2006 the GLA adopted a 'Responsible Procurement Policy' to support the delivery of the Mayor's vision for London. The policy defines seven themes of responsible procurement. These are:
 - Encouraging a diverse base of suppliers.

 - Promoting fair employment practices (including the London Living Wage).

 - Promoting workforce welfare.

 - Meeting strategic labour needs and enabling training opportunities.

 - Community benefits.

 - Ethical sourcing practices.

 - Promoting greater environmental sustainability.

The requirements of, and matters raised in, the Responsible Procurement Policy will need to be taken into account and addressed in any design work going forward.

Schedule 4
Daily rate

Daily rates applicable to this Contract are detailed in the table below.

Staff Level	Day Rate
Studio Principal	
Project Leader	
Architect and Designer	
Visualiser	
Junior Architect and Designer	
Technician	
Studio Support	

Schedule 5
Pro forma collateral warranty

DATED [●]

Heatherwick Studio Ltd as Consultant

[●]
as Beneficiary

Transport for London as Client

COLLATERAL WARRANTY

for design services relating to a new footbridge in central London connecting
Temple with the South Bank

DATED [●]

PARTIES

- (1) Heatherwock Studio Ltd(company registration No 4170748 [●]) whose registered office is at 356 -364 Gray's Inn Road, London WC1X 8BH(the "Consultant")
- (2) [●] (company no [●]) whose registered office is at [●] (the "Beneficiary")
- (3) Transport for London (the "Client")¹

BACKGROUND

- (A) By the Appointment, the Client has employed the Consultant to perform the Services.
- (B) [*insert description of Beneficiary's interest*]
- (C) As a condition of and in consideration of the Beneficiary's agreement the Consultant has agreed to enter into this agreement for the benefit of the Beneficiary.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Unless the contrary intention appears, the following definitions apply:

"**Appointment**" means the contract dated [●] between the Client (1) and the Consultant (2) (and any further agreement varying or supplementing it) under which the Consultant has agreed to perform the Services.

"**Beneficiary**" means any person to whom the benefit of this agreement and/or any rights under it have been validly assigned in accordance with Clause 7 (*Assignment*).

"**Consultant**" means any person who may become a partner of the Consultant after the date of this agreement.²

"**Client**" [*means [insert name of Client]*] and³ includes any person to whom the benefit of the Appointment has been validly assigned.

"**Project**" means the development of the Property as more particularly described in the Appointment.

"**Products**" means all documents drawings, computer software, details, plans, specifications, schedules, reports, calculations, and other work (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Consultant in the provision of the Services.

¹ Delete if Beneficiary does not have step-in rights.

² Delete if Consultant is a limited company.

“Property” means [●].

“Services” means the services performed or to be performed by the Consultant in respect of the Project as more particularly described in the Appointment.

- 1.2 A reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders.
- 1.3 The clause headings in this agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.4 Unless the contrary intention appears, references in this agreement to numbered clauses are references to the relevant clause in this agreement.
- 1.5 The expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
- 1.6 References in this agreement to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the agreement.
- 1.7 The words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.
- 1.8 If the Consultant is two or more persons, the expression the “Consultant” includes the plural number and obligations in this agreement expressed or implied to be made with or by the Consultant are to be treated as made with or by such persons jointly and severally.

2 CONSULTANT’S WARRANTIES

- 2.1 The Consultant warrants to the Beneficiary that it has observed and performed and will continue to observe and perform all its obligations under or arising out of the Appointment in accordance with the terms of the Appointment, provided always that:
 - (a) the Consultant shall owe no greater obligations to the Beneficiary under this agreement than it owes to the Client under the Appointment; and
 - (b) the Consultant shall be entitled in any proceedings under this agreement to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs or counterclaims) as if the Beneficiary had been named as a joint client with the Client under the Appointment.

- 2.2 The Consultant warrants to the Beneficiary that, in the performance of the Services, it has exercised and will continue to exercise all the skill, care and diligence which may reasonably be expected of a qualified and competent consultant of the relevant discipline, experienced in the provision of such

services in respect of works of a similar size, scope, nature and complexity to the Project.

2.3 Without limiting Clause 2.2, the Consultant warrants to the Beneficiary that it has not specified or authorised for use and will not specify or authorise for use in the Project any products or materials which are generally known within the construction industry to be deleterious at the time of use in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:

- (a) the BPF/BCO report Good practice in the selection of construction materials (current edition), other than in accordance with the recommendations as to good practice contained in section 2 of that report;
- (b) relevant British or European Standards or Codes of Practice; or
- (c) any publications of the Building Research Establishment related to the specification of products or materials.

and the Consultant shall notify the Beneficiary promptly if it becomes aware of any proposed or actual use in the construction of the Project of any materials otherwise than in accordance with this clause.

2.4 The Consultant extends to the Beneficiary the benefit of all warranties on the part of the Consultant contained in the Appointment.

2.5 The Consultant acknowledges that the Beneficiary shall be deemed to have relied and shall continue to rely upon the warranties given by the Consultant under this Clause 2 (*Consultant's warranties*).

3 **[OBLIGATIONS PRIOR TO DETERMINATION OF THE CONSULTANT'S ENGAGEMENT⁴**

3.1 The Consultant shall not exercise nor seek to exercise any right to determine its engagement under the Appointment for any reason, including any breach on the part of the Client, without giving to the Beneficiary not less than 21 days' notice of its intention to do so and specifying the grounds for the proposed determination.

3.2 Any period stipulated in the Appointment for the exercise by the Consultant of a right of determination shall be extended, as necessary, to take account of the period of notice required under Clause 3.1.

3.3 Compliance by the Consultant with Clause 3.1 shall not be treated as a waiver of any breach on the part of the Client giving rise to the right of determination, nor otherwise prevent the Consultant from exercising its rights after the expiration of the notice, unless the right of determination shall have ceased under the provisions of Clause 4 (*"Step-in" right*).

4 **"STEP-IN" RIGHT**

4.1 The right of the Consultant to determine its engagement under the Appointment shall cease if, within the period of 21 days referred to in

Clause 3.1, the Beneficiary [(which expression shall for the purposes of this Clause 4 ("*Step-in*" right) include any receiver, administrative receiver or other appointee (in each case a "Nominee") appointed by the Beneficiary)]⁵ shall give notice to the Consultant:

- (a) requiring it to continue its obligations under the Appointment;
- (b) acknowledging that the Beneficiary is assuming all the obligations of the Client under the Appointment; and
- (c) undertaking to the Consultant to discharge all payments which may subsequently become due to the Consultant under the terms of the Appointment and to pay to the Consultant within 7 days any sums which have become due and payable to it under the Appointment but which remain unpaid.

4.2 Upon compliance by the Beneficiary with the requirements of Clause 4.1, the Appointment shall continue as if the right of determination on the part of the Consultant had not arisen and as if the Appointment had been entered into between the Consultant and the Beneficiary to the exclusion of the Client.

4.3 Notwithstanding that as between the Client and the Consultant the Consultant's right of determination of its engagement under the Appointment may not have arisen, the provisions of Clause 4.2 shall apply if the Beneficiary gives notice to the Consultant and the Client to that effect and the Beneficiary complies with the requirements on its part under Clause 4.1.

4.4 The Consultant shall be bound to assume that, as between the Client and the Beneficiary, circumstances have occurred which permit the Beneficiary to give notice under Clause 4.3.

4.5 The Consultant, acting in accordance with the provisions of this Clause 4 ("*Step-in*" right), shall not incur any liability to the Client.

4.6 [If the Beneficiary appoints a Nominee to exercise its rights under this Clause 4 ("*Step-in*" right), the Nominee shall act on behalf of the Client and shall have no personal liability to the Consultant, but the Beneficiary shall be liable to the Consultant as guarantor for the payment of all sums from time to time due to the Consultant from the Nominee.]⁶

5 USE OF PROPRIETARY MATERIAL

5.1 The copyright in the Products shall remain vested in the Consultant or the Client (as applicable pursuant to the Appointment), but the Consultant grants (and the Client consents to such grant) to the Beneficiary an irrevocable royalty-free non-exclusive licence to use and to reproduce any or all of the Products for any purpose connected with the Project and/or the Property, including (without limitation) the execution and completion of the Project and the subsequent maintenance, letting, occupation, management, sale, advertisement, extension, alteration, reinstatement and repair of the Property.

⁵ Include only where Beneficiary is a bank providing finance.

- 5.2 The licence referred to in Clause 5.1 carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the expiry or determination (for any reason) of the Consultant's engagement under the Appointment.
- 5.3 The Consultant acknowledges that it is the author (as referred to in the Copyright, Designs and Patents Act 1988) of the Products and waives any moral rights which it might otherwise be deemed to possess under Chapter IV of that Act in respect of the Products and of the Project.
- 5.4 The Consultant shall provide a complete set of copies of the Products to the Beneficiary without charge on completion of the Project and shall provide further copies of any or all of the Products to the Beneficiary on request and upon payment by the Beneficiary of the Consultant's reasonable copying charges.
- 5.5 The Consultant shall not be liable for the consequences of any use of the Products for any purpose other than that for which it was prepared by the Consultant.

6 **INSURANCE**

- 6.1 Without limiting its other obligations under this agreement or otherwise at law, the Consultant shall maintain professional indemnity insurance to cover each and every professional liability which it may incur under this agreement, with a limit of indemnity of not less than £[5,000,000] in respect of each and every claim, provided that such insurance continues to be available in the European Union market on reasonable terms and at commercially reasonable premium rates to consultants performing services substantially similar to the Services.
- 6.2 The insurance referred to in Clause 6.1 shall:
- (a) be subject only to such conditions and excesses as may be usual in the European Union market at the time; and
 - (b) be maintained with reputable insurers with a place of business in the United Kingdom, from the date of this agreement and for a period expiring not less than 6 years after completion of the Project and notwithstanding the expiry or determination (for any reason) of the Consultant's engagement under the Appointment.
- 6.3 As and when reasonably required to do so by the Beneficiary, the Consultant shall produce documentary evidence that the insurance required by this Clause 6 (*Insurance*) is being properly maintained.
- 6.4 The Consultant shall promptly notify the Beneficiary if at any time it is unable to obtain insurance as required by this Clause 6 (*Insurance*) on reasonable terms and at commercially reasonable premium rates or at all or if there is any material reduction in the scope or level of cover offered by such insurance.

7 **ASSIGNMENT**

The Beneficiary may at any time assign the benefit of this agreement and/or

such assignments) on notice to the Consultant, without the consent of the Consultant being required.

8 **THIRD PARTIES**

8.1 Any holding or subsidiary company of the Beneficiary or any company associated with it may in its own right enforce any term of this agreement.

8.2 Except as provided in Clause 8.1, it is not intended that any third party (other than the Beneficiary) should have the right to enforce a provision of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

8.3 The parties may rescind or vary this agreement without the consent of a third party to whom an express right to enforce any of its terms has been provided.

9 **OTHER REMEDIES**

9.1 Nothing in this agreement shall in any way limit or affect any other rights or remedies (whether under any contract, at law, in equity or otherwise) which the Beneficiary would have against the Consultant in the absence of this agreement.

9.2 The liability of the Consultant under this agreement shall not be released, diminished or in any other way affected by:

(a) the appointment by the Beneficiary of any person to survey the Property or to monitor the carrying out of the Project or to inspect any documents relating to them on behalf of the Beneficiary or the failure to appoint such a person;

(b) any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary; or

(c) any other independent inquiry into any relevant matter which the Beneficiary may make or fail to make.

10 **LIMITATION**

No action or proceedings for any breach of this agreement shall be commenced against the Consultant after the expiry of 6 years following completion of the Project.

11 **NOTICES**

Any notice or other communication required under this agreement shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

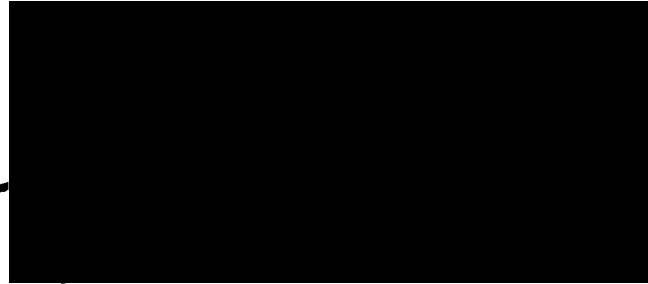
12 **GOVERNING LAW**

12.1 This agreement shall in all respects be governed by English law.

12.2 The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this agreement save that any decision, judgement or award of such courts may be enforced in the courts of any jurisdiction.

THIS AGREEMENT has been signed for and on behalf of the parties the day and year written above.

Signed by)
for and on behalf of)
[INSERT CONSULTANT'S NAME])
Signature
Print name and position
Date:
In the presence of:



| *SIGNED IN ERROR*

Witness name:
Witness signature:
Witness address:
Witness occupation:

[Add attestation for Beneficiary and Client where Beneficiary has step-in rights.]

[This page is intentionally blank]

Mini-competition Task 112: Temple Bridge

INSTRUCTIONS TO TENDERERS

Contact

The TfL procurement lead allocated to this mini-competition is David Furse

Any contact with other TfL personnel relating to this mini-competition may invalidate your tender submission. All contact must be via the e-tendering portal. Only technical issues relating to the e-tendering portal allow for contact outside of the e-tendering portal. In the first instance, tenderers should contact the European Dynamics help desk. If unresolved, contact the procurement lead:

davidfurse@tfl.gov.uk

020 3054 7352

The Services

The Services to be provided under this appointment are any or all of the Services detailed in this mini-competition, Appendix A. Appendix B contains images of the proposed design of the bridge. Bidders are required to submit a proposal for all four elements of the requirement. Proposals not covering all four disciplines will not be considered.

Timetable for the Services

Milestone	Indicative date
Consultant to commence work	May 2013
Consultant to seek screening opinion from local planning authorities on need for an EIA	June 2013
Commencement of public consultation (likely to be for a minimum period of six weeks)	September 2013
Submission of planning applications to local planning authorities	February 2014
Receive decisions on planning applications from local planning authorities	July 2014

The commencement and completion dates should be deemed material to the contract. If you are unable to meet these dates, please provide details of alternatives which may be acceptable but only at the discretion of TfL.

Price

Day Rates (Option E)

Tender queries

Tender queries must be submitted via the e-tendering portal, by **12:00 noon on the 19th April 2013**. The queries and responses will be circulated to all tenderers via the e-tendering portal by midday 24TH April.

Tender submissions

In the tender submission the Commercial proposal must be separated from the Technical proposal. Prices **must not** be included in the Technical proposal. The documents must be clearly marked „Commercial Proposal“ and „Technical Proposal“. A zip file should be used for the purpose of single document upload in the e-tendering portal. Submissions must be Microsoft Word or Adobe Portable Document Format (pdf) documents.

Return of tender

All documents must be correctly uploaded to our e-tendering portal, by **12:00 noon on the 1st May 2013**.

Clarifications

During the course of our evaluation of tender submissions, you may be asked to answer questions about your submissions and other matters related to the Services. You must respond to such questions as quickly as possible but, in any event, within 2 working days or, if a deadline is specified, responses must be submitted by that deadline. Failure to respond may result in us rejecting the tender submission. Any amendments to the tender submission arising from these discussions with you will be taken into account in the final evaluation.

Proposals must be exclusive of assumptions/qualifications. Any proposal containing assumptions/qualifications may be rejected. If clarity or further information is required, Tenderers should use the clarification process in the e-tendering portal.

Tender clarification meeting

To enable moderation of the tender evaluation process, TfL may request a meeting from all, some or one of the bidders. Failure to attend may result in us rejecting the tender submission. **Provisional dates for clarification meetings are 13th and 14th May, where possible, please keep these dates free.**

Tender evaluation

Evaluation of submissions will be on the basis of most economically advantageous tender. Technical, bidders will be scored against the maximum score as per the details in the Table below.

Commercial, bidder's proposed Day Rates for each Grade will be categorised as 1, 2 or 3. The average Day Rate for each of these Groups will then be subject to evaluation with the lowest Day Rate scoring the maximum available weighting and all others bids scoring a proportional percentage.

Compliance

All tenders returned should comply in every respect with the requirements of this mini-competition. However, TfL reserves the right to consider non-compliant submissions.

Failure to disclose all material information (facts that we regard as likely to affect our evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. You must provide all information requested and not assume that we have prior knowledge of any of your information.

Tenders are prepared and submitted at your own risk. Although this is a bona fide tender process, we may reject any or all tenders and provide no guarantee that any contract will be awarded. We will not reimburse any costs incurred during the mini-competition process or any subsequent discussions or negotiations, howsoever arising.

Validity

Tenders must remain open for acceptance for 6 (six) months from the mini-competition closing date.

Confidentiality

The contents of this mini-competition are confidential and must be used only for the purpose of submitting a tender. Tenderers must not communicate to any person other than TfL the applicable variable or blended rates or any other details of proposed fees. The rates must not be determined or adjusted by arrangement or in collusion with any third party. The tenderer must not make any such communication or enter into any collusive arrangement with any third party whether in relation to this tender or a tender submitted or to be submitted by such third party.

Acknowledgement of receipt of this mini-competition

Please acknowledge receipt of this mini-competition via “Clarifications” in the e-tendering portal and whether you intend to submit a tender. Failure to do so may lead to you not receiving any changes or amendments to bid documentation.

Submissions & Evaluation

A proposal, illustrating your approach to delivering the socio-economic work and outline business case outlined above is required, on **no more than 15 pages in total**.

Technical Proposal (Evaluation: 70% and Pass/Fail)	
Information Required	Sub-weighting
<p><u>Understanding and Methodology</u> - Detail your understanding of this requirement with your proposed approach and methodology to carry out the Services, to include:</p> <ul style="list-style-type: none"> ▪ Your approach to the delivery of each of the four disciplines ▪ Your understanding of the requirements from the Brief. ▪ Details of previous similar projects for bridge work across the four disciplines ▪ Approach to problem solving and resolution of conflicts ▪ Mode of update reporting, frequency and detail ▪ Management of sub-consultants where applicable and integration project team with TfL. 	25%
<p><u>Programme</u> - Provide a programme to deliver the services to include:</p> <ul style="list-style-type: none"> ▪ Activity ▪ Grade of Resource ▪ Effort Days ▪ Timescales ▪ Total Indicative Cost to RIBA Stage D (formal Planning application as detailed in brief) for each of the four disciplines 	20%
<p><u>Quality of Resource</u> - For each proposed consultant, supply:</p> <ul style="list-style-type: none"> ▪ CV (max 2 pages per person with relevant experience) ▪ Confirmation of the consultant’s availability for the duration of the contract 	25%
<p><u>Conflicts of Interest</u> - Provide details of actual or potential Conflicts of Interests that would arise were you to be appointed, and details of how these conflicts would be mitigated.</p>	Discretionary Pass/Fail
TfL will not appoint a bidder that scores less than 50 out of the available 70	

Commercial Proposal (Evaluation: 30% and Pass/Fail)	
Information Required	Evaluation
Price – Day Rates (further break down by Grade Classification, see Pricing Schedule)	30%
Acceptance to TfL 90001 framework agreement and contract data terms and conditions including limitations of liability	Discretionary Pass/Fail

Important Notes

- Bidders are required to provide full contact details of the Bid Manager within the Commercial submission only for the purposes of clarification.
- Please be aware that failure to accept TfL 90001 terms and conditions will equate to a failure, unless in the opinion of TfL, any issues raised are genuine and done so in a timely manner, i.e. at clarification stage.
- Insurance - Limitations of liability are detailed within Schedule 6a, failure to accept or counter propose limitations at tender receipt stage may lead to your proposal being rejected. Any proposals relating to insurance liabilities must be submitted within the formal clarification process.
- All Bidders are reminded of the maximum framework rates upon which the framework operates. Proposals containing rates for personnel who exceed these predefined amounts may lead to your proposal being rejected.
- TfL reserve the right to accept all or any part of an offer and, if necessary, establish trading arrangements with more than one supplier.
- X18 – Limitation of liability is £2 million.

Temple bridge
Technical brief for consultancy services
April 2013

1. Overview

A new pedestrian bridge over the River Thames in central London has been proposed between Temple station and the South Bank.

A high quality design concept has already been developed and some initial engineering input has fed into this. Further development and refinement of the design is planned and TfL Planning & Strategy requires a multi-disciplinary consultant (herein referred to as 'The Consultant') to undertake additional work to inform the design and progress the project.

The purpose of this work is to:

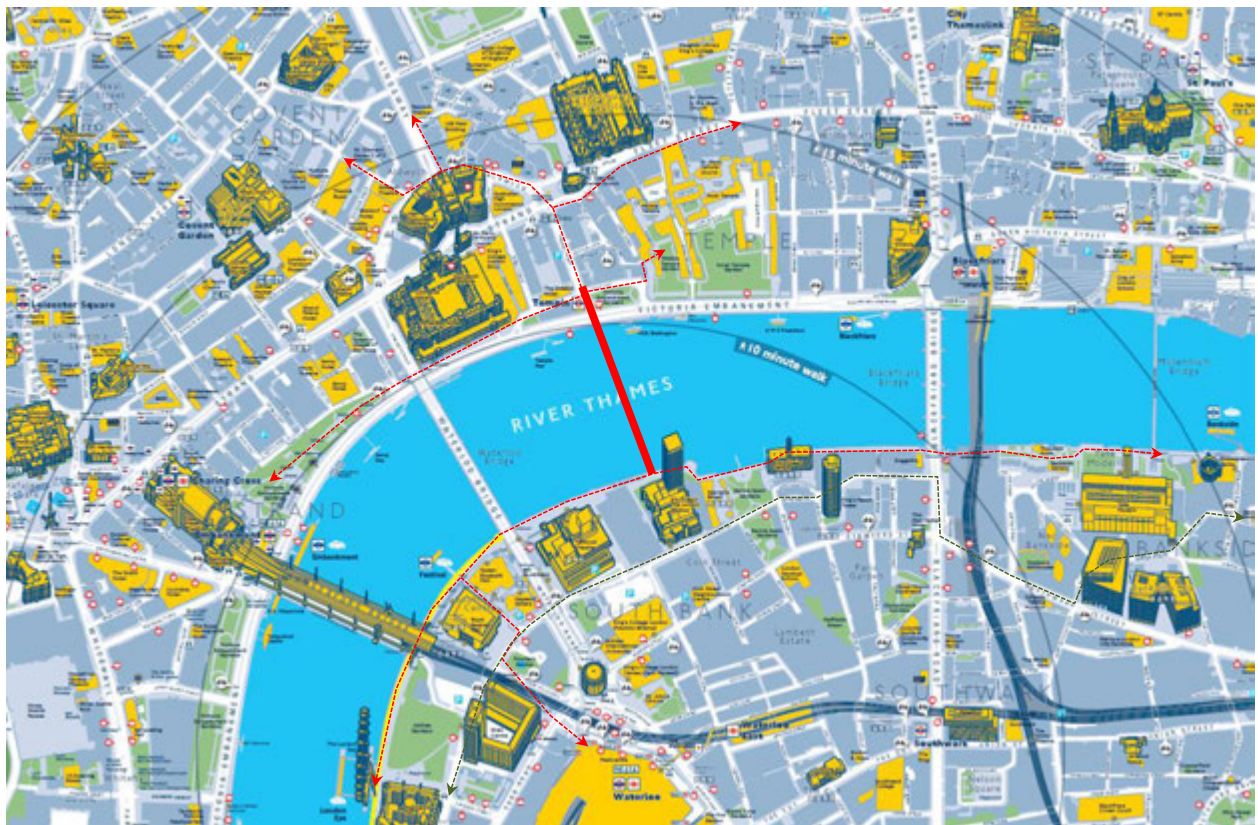
- (a) Ensure the design of the bridge is developed in parallel with sound **engineering** input, ensuring that it is both buildable and affordable
- (b) Provide **environmental** consultancy services to support the development of the design and the consents application
- (c) Undertake the **transport planning** necessary to develop the case for a bridge in this location, including completion of robust demand analysis
- (d) **Project manage** the various work-streams and overall programme to drive forward delivery up to consents stage and potentially beyond

TfL are seeking a single primary contractor to deliver all four elements of the project as one service. Bids are sought from suppliers on either the Civil & Structural or Environmental categories of the Engineering & Project Management Framework, with the expectation that Project Management and Transport Planning resources can either be provided in house or resourced via sub contractors.

2. Background

The concept behind a new pedestrian bridge between Temple station and the South Bank has been identified as a means of improving pedestrian connectivity and providing a striking addition to the built environment in this part of central London. It is also intended to provide a high quality journey experience for users and become a destination in its own right.

The indicative location of the bridge is shown in the map below.



- Approx bridge location
- - - Key walking routes
- - - National Cycle Network

A design concept and some initial design work has already been undertaken by Heatherwick Studio Limited, copies of which are included with this tender. Bidders are not permitted to contact Heatherwick Studio Limited in connection with this work.

Development and refinement of this design work will be completed outside of this tender and this will be shared with the Consultant as it is progressed, however once complete further, more detailed design work may be included within this appointment and become the responsibility of the Consultant. TfL anticipates that bidders may not have sufficient design capability in-house and has no objection to appropriately qualified designers being engaged by the Consultant as sub-contractors. This should be noted for the purpose of this tender.

The current concept includes an element of greenery on the bridge deck as an integral part of the design, as a means of providing a unique and pleasant user experience. The nature and extent of this greenery has yet to be confirmed and the Consultant will be expected to take a proactive approach to facilitating this element

of the design. Careful consideration should also be given to options for ongoing maintenance of the greenery once the bridge is opened to the public.

Options for funding the construction and maintenance of the bridge including potential sponsorship opportunities are currently being explored by TfL. It is expected that the funding package will be confirmed prior to the application for consents and the Consultant will need to provide information to support this.

3. Requirement

The project will require full planning permission, and the Consultant is therefore required to progress the project up to RIBA stage D. For the purpose of this development two planning applications will need to be submitted, one to the London Borough of Lambeth and one to the City of Westminster. Providing TfL with the inputs and information required to submit two detailed planning applications and obtain all necessary consents for the project will be a key part of the Consultant's remit.

Four main strands of work are required. The focus of the work is envisaged to be **engineering** and **environmental** consultancy support to enable the further development of the design. Additional **transport planning** work is also required to develop the case for a new bridge and strong **project management** is necessary to drive forward the overall programme, including work being done by other consultants, on behalf of TfL.

The appointed Consultant will have extensive experience of working on large projects that require a multi-disciplinary approach, and will be expected to work alongside TfL project staff and other consultants working on different elements of feasibility work for a period upwards of 9 months, starting in May 2013.

The consultancy support required will ultimately depend on how the project progresses and any decisions that may be made by TfL or the Mayor on whether to proceed to implementation. It is possible that the Consultant will be retained to undertake further work beyond RIBA stage D subject to acquisition of the necessary consents, including detailed design and production information. However at this stage the consultancy support is broadly expected to include the following:

(a) Engineering consultancy support

The Consultant will provide the required engineering work to support the development of the design concept to ensure that it is structurally sound, practical to construct and maintain, and to determine the construction and whole life costs. A thorough review of previous initial engineering work will be required to understand engineering input to date.

The main package should include the work outlined below however bidders should identify the activities and deliverables required in their tender submission and suggest a programme for all engineering works based on the requirements in this brief.

Data collection and consultation

All relevant statutory and non-statutory codes that need to be taken into account in the design of the bridge (including the DMRB, relevant British Standards and guidance on accessibility and inclusivity) should be identified. The current design should be reviewed in terms of adherence to these standards.

The Consultant should identify the vertical and horizontal navigational clearances that are required, in agreement with the Port of London Authority (PLA). Possible options for protecting the structure from ship impact loads should be considered and the Consultant should confirm that the current initial design does not impinge on the Authorised Channel.

The following surveys/assessments should be undertaken to determine site constraints at an early stage:

- Utilities survey – particularly in relation to bridge landing structures
- Topographical survey – to give an understanding of levels, physical constraints and space availability
- Geotechnical survey – including site surveys, and the potential for contaminated land

Bridge design development

Close working will be required with the designers to further develop the design and ensure it is underpinned by sound engineering input. The development of the design should include, but not necessarily be limited to, the following:

- Confirmation of foundation solutions and substructures required to support the proposed structure, including bridge landings. Where necessary surveys of existing structures may be required to determine feasibility of adaption.
- Identification of suitable materials for all elements of the structure to facilitate the design, taking into account the implications for construction and ensuring that special maintenance requirements are avoided.
- Confirmation of all dimensions of the structure including spans, clearances, gradients, widths and steps. Demonstration of how this meets anticipated pedestrian demand (to be determined as part of the Consultant's transport

planning remit) if applicable or, if not, how demand will be managed to ensure safe and comfortable use.

- Load bearing properties and structural stability (including bridge strike tolerances and anti-terrorism measures), in accordance with relevant standards.
- Lighting strategy including specification for all lighting that will be installed. Impact of lighting on heritage and views to be fully considered.
- Measures to assist safe and comfortable pedestrian use including handrails, tactile information and signage.
- Completion of engineering focused assessments as required to determine potential design and construction issues, and any mitigation required. This is likely to include a Hydrology Assessment and Navigational Risk Assessment.
- Full costing for construction, including land acquisition costs (to be advised by TfL), ensuring appropriate allowances for contingency and risk. This should be developed with input from a specialist and independent pricing contractor.

The Consultant will be required to produce all of the technical plans and drawings necessary for consents applications. This will include various location plans, site plans, general arrangement plans and elevation plans.

Construction

The Consultant will need to confirm the construction methodology (including any options that may be available), to be developed in conjunction with potential contractors. This should include the identification of opportunities for pre-fabrication and off-site construction, worksite availability (including location, dimensions, access and constraints), opportunities for use of the river for construction and confirmation of the strategy for site waste management.

Maintenance

The Consultant will be required to confirm outline maintenance regimes, including the key maintenance tasks likely to be required. This should include an identification of safe access for inspection and maintenance and indicative maintenance costs over the whole life of the project.

(b) Environmental consultancy support

The Consultant will provide the required environmental work to support the submissions for all necessary consents. A screening opinion will be required initially to establish if an Environmental Impact Assessment (EIA) is required. However for the purposes of this tender it should be assumed that an EIA is required.

The main package should include the work outlined below however bidders should identify the activities and deliverables required in their tender submission and suggest a programme for all environmental works based on the requirements in this brief.

Bidders are specifically required to identify the activities that need to be carried out, particularly in relation to terrestrial and marine ecology given seasonal constraints.

EIA

The Consultant should undertake the EIA process in compliance with relevant legislation and guidance. This constitutes a number of tasks and a brief overview is provided below. However this should only be used as a guide and bidders should identify the activities and deliverables required to undertake an EIA to support the planning applications.

Screening – the Consultant is to undertake all necessary work as part of the screening process to determine whether an EIA is required for the bridge. It is assumed that a screening request will be submitted at an early stage to both local planning authorities. If an EIA is required then works associated with Scoping and completion of Environmental Statement will be undertaken.

Scoping – the Consultant will be responsible for drafting all necessary material to submit to the local planning authorities for a formal written opinion on the information to be included in the Environmental Statement. The information that will need to be drafted to support the scoping request should be in conformity with relevant legislation and guidance.

Environment Statement (ES) – the Consultant will be required to undertake all necessary surveys and associated activities to produce technical reports for each environmental topic that has not been ‘scoped out’. An ES will need to be produced accompanied by a Non-Technical Summary which will be submitted in support of the planning applications. The ES should be in conformity with relevant legislation and guidance. Bidders are invited to suggest the likely topics that will require assessment in their tender submission.

Additional environmental deliverables to support the planning applications

The Consultant will need to provide documents for any environmental work outside of the EIA. This is likely to include an Energy Statement, Flood Risk Assessment, Health Impact Assessment, Sustainability Appraisal and Code of Construction Practice. Bidders are invited to suggest the likely assessments and statements that may be required – in addition to the ES – to support the planning applications.

Planning application submission/post- submission support

The Consultant will assist with support during the planning application process. For example, providing rebuttals to relevant objections or updates to documents to reflect changing requirements.

Post submission support will include discharge of conditions, supplementary environmental consents and licences (from the Environment Agency (EA), PLA and Marine Management Organisations (MMOs)) as necessary and resolving Section 106 obligations or other obligations that are required as they relate to the environmental workstream.

(c) Transport planning consultancy support

The bridge will require a strong transport case, including assessment of demand and transport benefits. The Consultant will provide transport planning services related to the development of a robust transport assessment for the project. This is likely to include, but is not limited to:

- Various pedestrian and cycling surveys, including on adjacent crossings
- Analysis of trip origins and destinations on adjacent crossings and in the surrounding area
- Demand forecasting, including the diversion of existing trips and new trip generation
- Production of a business case for the project, which takes into the socio-economic and other non-transport benefits that will be derived from a new bridge
- Consideration of how the bridge will be integrated with existing pedestrian and wider transport networks
- Identification of complementary transport measures to support the successful integration of the bridge with the existing transport networks, including signage and improvements to existing walking routes connecting with the bridge

Bidders are invited to identify the activities and deliverables likely to be required, and suggest a programme of work, based on the requirements in this brief.

(d) Project management consultancy support

Strong project management is considered to be essential for the successful delivery of the project and in order to meet the timescales envisaged (as set out in the section 4 of this brief). The Consultant will be responsible for co-ordinating the completion of the various workstreams being undertaken, including those being completed by other consultants, and reporting regularly to TfL.

The Consultant will be expected to undertake the following project management tasks and bidders are invited to suggest in their tender submission any additional tasks deemed necessary:

- Production and maintenance of a comprehensive project programme in conjunction with TfL
- Production and maintenance of a comprehensive risk register
- Production and maintenance of a comprehensive stakeholder database, outlining engagement and outstanding issues with each key stakeholder
- Arrangement, attendance and minuteing of regular progress meetings with TfL (frequency of meetings to be suggested by the Consultant)
- Appointment of a single day-to-day point of contact for each of the four strands of work (engineering, environment, transport planning and project management). TfL will do likewise.

A public consultation exercise is planned for late Summer 2013 in order to raise awareness of the project and gauge opinion. The Consultant will need to work closely with TfL staff to ensure that sufficient, accurate information is available for the consultation. The Consultant will also be expected to provide sufficient staff resources to take part in any roadshows, meetings or other events that will be held as part of the consultation exercise.

4. Project Timescales

The timescales for completing the feasibility work required for the project are ambitious, and the Consultant will be expected to resource the work accordingly in order to meet these timescales.

Indicative key milestones are as set out below. Note that these milestones are subject to change and bidders are invited to provide their view on this. If bidders consider that these milestones are not achievable they should set out what they consider to be achievable milestones in their tender submissions.

Milestone	Indicative date
Consultant to commence work	May 2013
Consultant to seek screening opinion from local planning authorities on need for an EIA	June 2013
Commencement of public consultation (likely to be for a	September 2013

minimum period of six weeks)	
Submission of planning applications to local planning authorities	February 2014
Receive decisions on planning applications from local planning authorities	July 2014

Subject to the outcome of the work specified in this tender and the programme for detailed design and appointment of contractors (to be further developed), it is anticipated that construction could commence in February 2015.









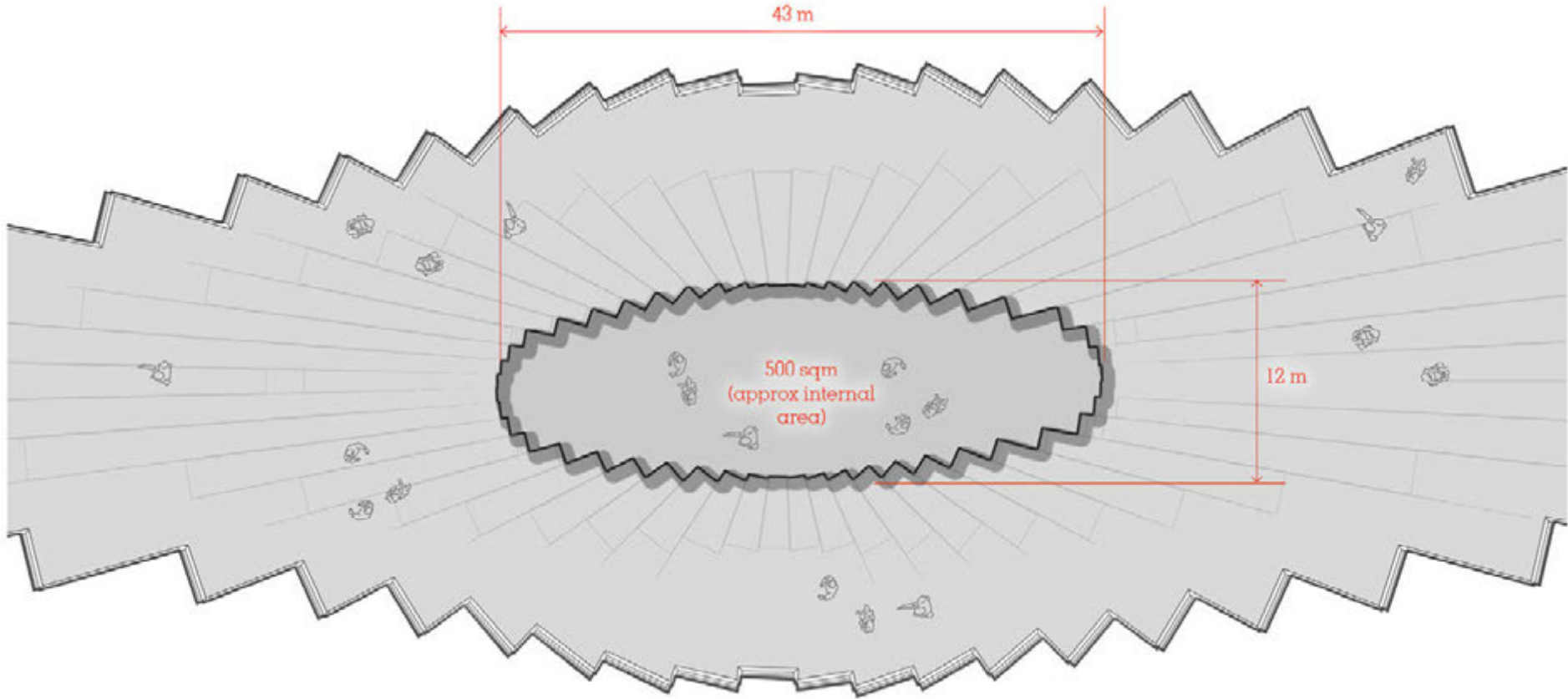


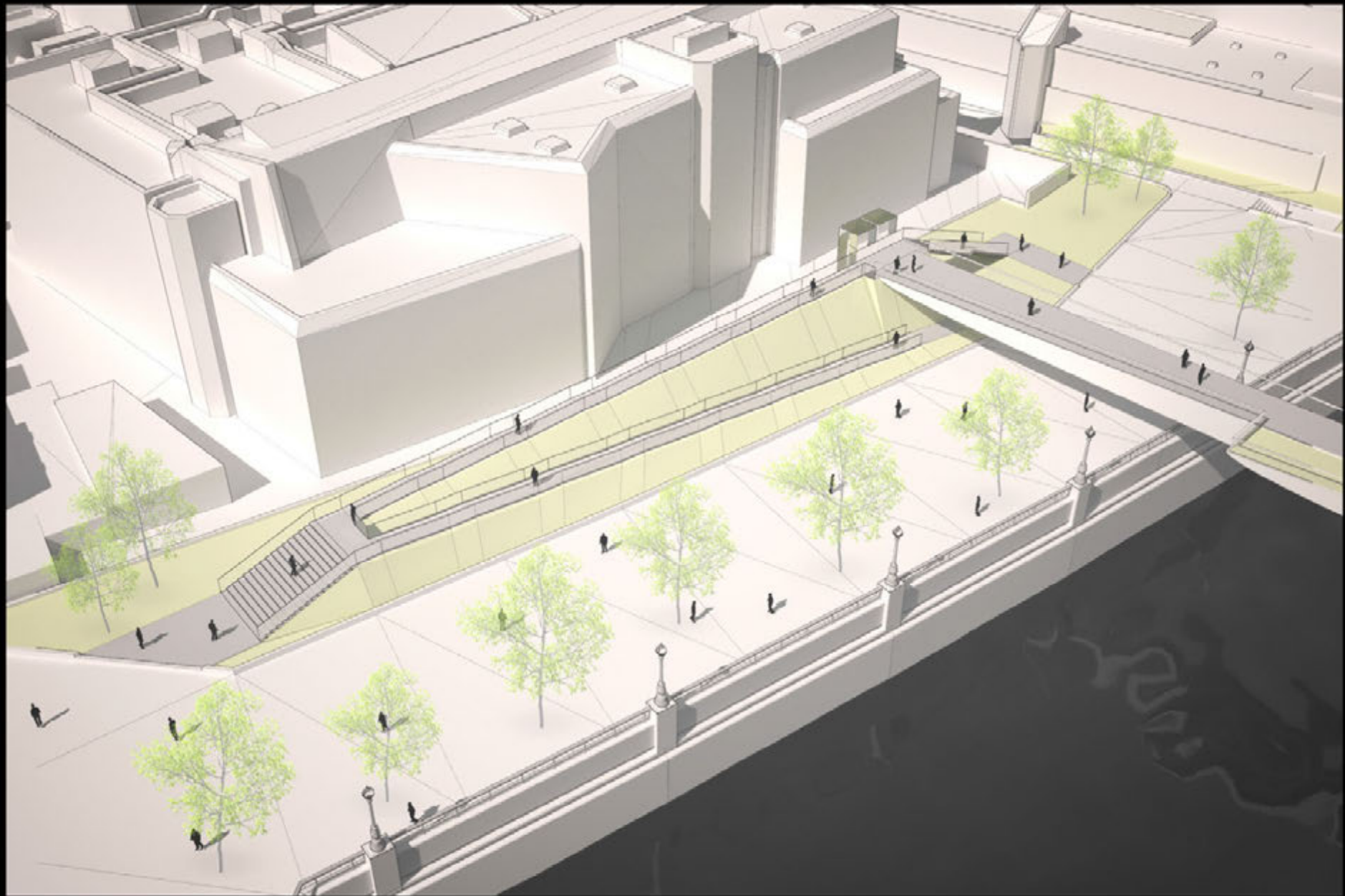




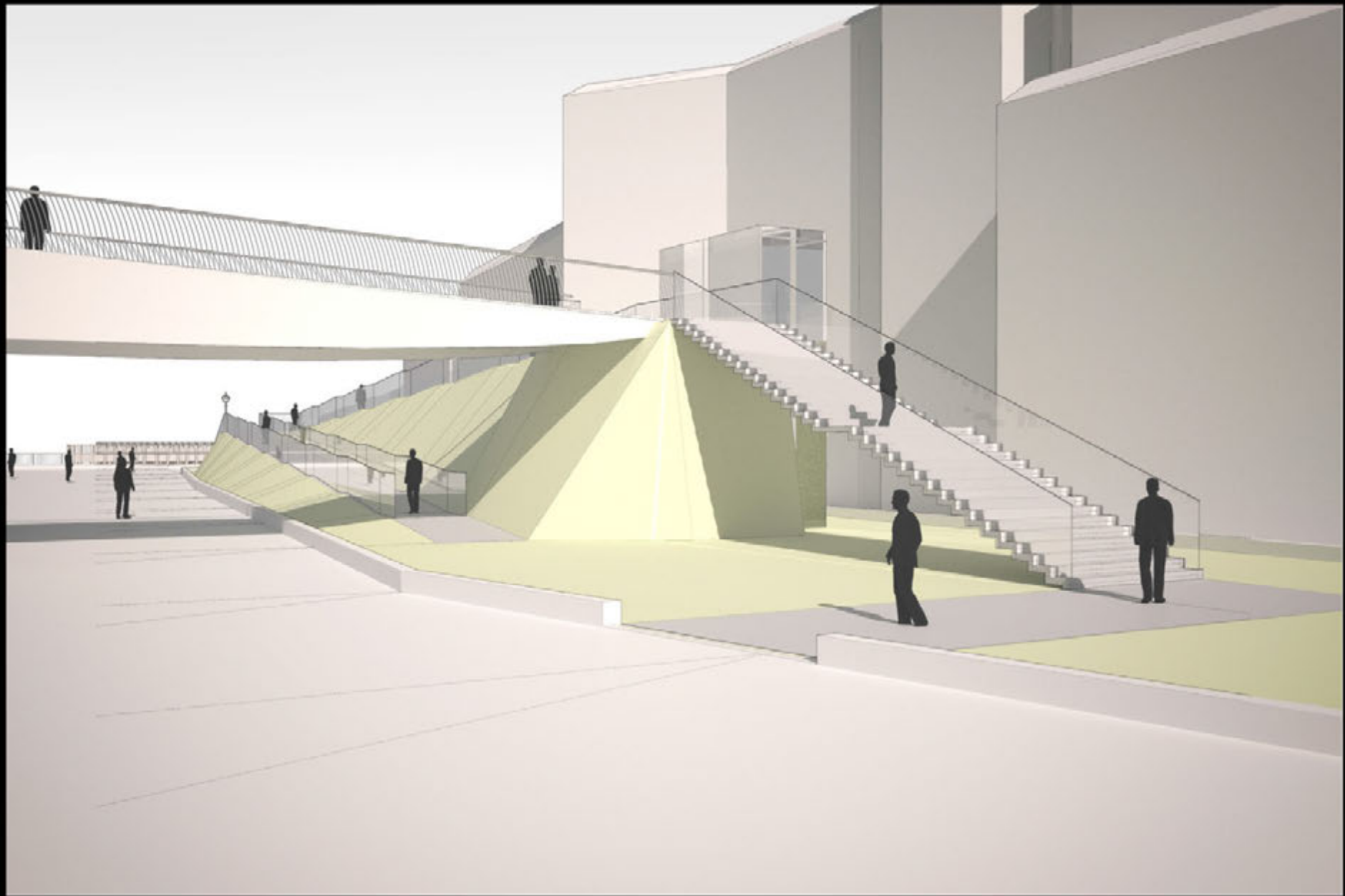




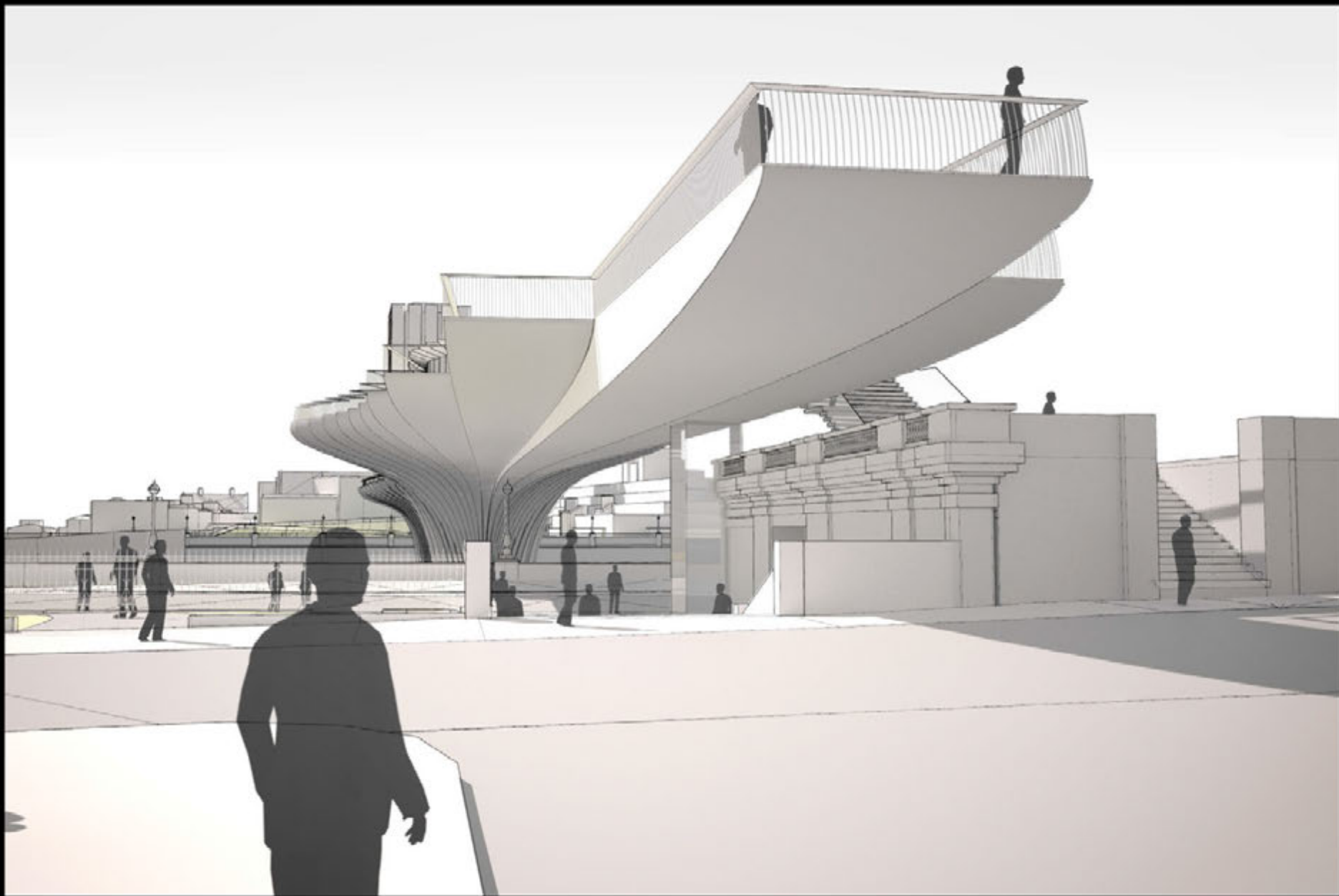


















SCHEDULE 6A - CALL OFF CONTRACT DATA

Task 112

Call-Off Contract Number: PO3100593151

Part One - Data provided by the *Employer*

Completion of the data in full, according to the chosen options, is essential to create a complete contract.

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses as may be amended or supplemented by the clauses for Main Option E (or any other such Main Option as may be agreed between the parties in writing at a future date) and Secondary Options X10 and X18 all as attached to the Transport for London Engineering and Project Management Framework (Ref: 90001).
- The *Employer* is
Name: Transport for London
Address: Windsor House, 42 – 50 Victoria Street, London, SW1H 0TL
- The *Employer's Agent* is
Name: Tony Wilson (Employing Manager)
Address: Windsor House, 42 – 50 Victoria Street, London, SW1H 0TL
- The authority of the *Employer's Agent* is as set out in Option X10
The *services* and *scope* are included for the provision of Consultancy Services in the form of **Temple Bridge – Task 112 Scope of Services**.
- The *language of this contract* is **English**
- The *law of the contract* is the **law of England and Wales**
- The *period for reply* is **2 weeks**.
- The *period for retention* is **12 years following Completion or earlier termination**.
- The *tribunal* is the **courts of England and Wales**
- The following matters will be included in the Risk Register
N/a

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things
access to *access date*
N/A N/A

- 3 Time
 - The *starting date* is Week Commencing 20th May 2013
 - The *Consultant* submits revised programmes at intervals no longer than those instructed by the *Employer's Agent*.
- 4 Quality
 - The quality policy statement and quality plan are provided within **2 weeks** of the Contract Date, or as stated here. Not required
 - The *defects date* is **52 weeks** after Completion of the whole of the *services*.
- 5 Payment
 - The *assessment interval* is monthly
 - The *currency of this contract* is **pounds Sterling (£)**
 - The *interest rate* is **2 % per annum above the base rate of the Bank of England**.
- 8 Indemnity, insurance and liability
 - The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	cover	Period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the degree of reasonable skill, care and diligence normally used by competent professionals experienced in providing services similar to the <i>services</i> in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)	£2,000,000 or as stated below for each and every claim and in the aggregate per annum	12 years
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the	£5,000,000.00 or as stated below in respect of each claim, without limit to the number of claims [with financial loss extension cover]	12 years

<i>Consultant</i>		
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract.	£5,000,000.00 or as stated below in respect of each claim, without limit to the number of claims	12 years

The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to Two Million Pounds.

Optional statements

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is July 2014

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance as required by the *Employer's Agent*

If the *Employer* states any expenses

- The *expenses* stated by the *Employer* are: no expenses will be paid in respect of the *services* provided under this call off contract.

If Option C or E is used

- The *Consultant* prepares forecasts of the total Time Charge at intervals no longer than that specified by the *Employer's Agent*.
- The *exchange rates* are not used, all payments are to be made in the *currency of this contract*

Part Two - Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The *Consultant* is

Name: Ove Arup & Partners Ltd

Address: 13 Fitzroy Street, London W1T 4BQ

- The *key persons* are:

Name: Tristram Carfrae

Position: Director, Arup Fellow

Responsibilities: Project Director

Name: Mike Glover

Position: Arup Fellow

Responsibilities: Project Manager, Project Management discipline lead

Name: Francis Archer

Position: Associate Director

Responsibilities: Bid Manager, Engineering Discipline lead

Name: Stephanie McGibbon

Position: Associate Director

Responsibilities: Environmental discipline lead

Name: Vaughan Sutton

Position: Director

Responsibilities: Transport Planning discipline lead

- The *staff rates* are:

Engineering

Group	Grade	£/day
1	Partner/Director	
2	Principal Consultant	
2	Senior Consultant	
3	Consultant	
3	Junior Consultant	

Environment

Group	Grade	£/day
1	Partner/Director	
2	Principal Consultant	
2	Senior Consultant	
3	Consultant	
3	Junior Consultant	

Project Management

Group	Grade	£/day
1	Partner/Director	
2	Principal Consultant	
2	Senior Consultant	
3	Consultant	
3	Junior Consultant	

Planning

Group	Grade	£/day
1	Partner/Director	
2	Principal Consultant	
2	Senior Consultant	
3	Consultant	
3	Junior Consultant	

- The following matters will be included in the Risk Register.
N/a

Optional statements

If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is July 2014.
- The *Employer* provides access to the following persons, places and things

access to	<i>access date</i>
N/A	N/A

- The total cost of each area of the project is capped as follows:

Discipline	Total Indicative Cost to RIBA D
Project management	£ 165,769
Engineering	£ 415,834
Environmental	£ 199,650
Transportation planning	£ 109,296

SCHEDULE 7

(Call-Off Contract Form of Agreement)

Engineering and Project Management Framework

TfL 90001 Task 112

TEMPLE BRIDGE

PO3100593151

THIS AGREEMENT is made the 8 day of July 2013

BETWEEN:

- (1) **Transport for London** whose registered office is at Windsor House, 42-50 Victoria Street, London, SW1H 0TL ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) **Ove Arup & Partners** whose registered office is at Fitzroy Street, London W1T 4BQ ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of engineering and project management services dated 1st December 2009 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided engineering, environmental, transport planning and project management consultancy services in relation to the Temple Bridge project ("the *services*").
- (C) The *Employer* has accepted a tender by the *Consultant* for the design of the *services* and correction of Defects therein in accordance with the *conditions of contract*.

NOW IT IS AGREED THAT:

1. Terms and expressions defined in (or definitions referred to in) the *conditions of contract* have the same meanings herein.
2. The *Consultant* Provides the *Services* in accordance with the *conditions of contract*.
3. The *Employer* pays the *Consultant* the amount due in accordance with the *conditions of contract*.
4. The documents forming the contract are:
 - 4.1 this Form of Agreement duly executed by the Parties as a deed;
 - 4.2 the *conditions of contract*;
 - 4.3 the attached Call-Off Contract Data Part 1;
 - 4.4 the attached Call-Off Contract Data Part 2; and

4.5 the following documents:

- the Scope;
- The consultants proposal submitted as part of mini competition Task 112 – Temple Bridge and any subsequent clarifications.

5. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

First : This Form of Agreement;

Second : The *conditions of contract*;

Third : The Scope and any other documents included in this contract.

6. Notwithstanding the manner of execution of this Agreement it is agreed that:

6.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 12 years from the date of breach; and

6.2 the *Consultant* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

IN WITNESS whereof this Agreement has been signed for and on behalf of the *Employer* and the *Consultant* the day and year written above.

Signed by
for and on behalf of
The *Employer*

)
)
)
Signature

David Furse
Procurement Manager

A. Mills
Category Manager

8/07/13

Signed by
for and on behalf of
The *Consultant*

)
)
)
Signature

Date: 08-07-13

P. JOHNSONE DIRECTOR

Print name and position

Date: 8.7.13

City Hall
The Queen's Walk
London SE1 2AA
020 7983 4000
www.london.gov.uk

Sir Peter Hendy
Commissioner, Transport for London
42-50 Victoria Street
LONDON
SW1H 0TL

03 June 2015

Dear Sir Peter,

Garden Bridge

I have been raising many questions with the Mayor regarding the Garden Bridge and have some serious concerns about the procurement process.

I have seen a series documents relating to the proposed Garden Bridge, obtained by freedom of information requests made by Architects' Journal. These documents that have been released by Transport for London are:

1. The invitation to tender for bridge design consultancy services ITT Ref: TfL/90711
2. The design submission by Marks Barfield Architects
3. The design submission by Heatherwick Studios
4. The design submission by Wilkinson Eyre
5. A confirmation form by Wilkinson Eyre
6. TfL's evaluation scores of the three submissions.

Having examined these documents I have a number of questions which I hope you can fully address. These questions are:

1. What was the value of the Heatherwick quote?
2. Given Transport for London's commitment to transparency, why was the Heatherwick quote redacted as well as a redaction of all day rates, when the value of the quotes given for Mark Barfield Architects and Wilkinson Eyre Architects were listed?
3. How many companies were invited to tender? I understand that for the value of services only three quotes are required and three were received, but I would be interested to know if more may have been invited.
4. Although the contract was awarded for six weeks, time spent/resource allocated could vary in that period, so why was the commercial valuation based on day rates rather than the value of tender?
5. Why were there two evaluation reports and what is the significance of this?
6. Has Heatherwick received any further work in connection with the proposed Garden Bridge beyond the value of the tender?

As you will appreciate the Garden Bridge is creating intensive interest at the moment and has been the subject of legal proceedings. For these reasons I believe a detailed and prompt response to these questions would very much be in the public interest.

I look forward to hearing from you.



Caroline Pidgeon MBE AM
Leader, London Assembly Liberal Democrat Group



Caroline Pidgeon MBE AM
Leader, London Assembly Liberal Democrat Group
City Hall
The Queen's Walk
London
SE1 2AA

15 June 2015

Sir Peter Hendy CBE
Commissioner of Transport

Transport for London
Windsor House
42-50 Victoria Street
London SW1H 0TL

Phone 0343 222 0000
www.tfl.gov.uk

Dear *Caroline*

Garden Bridge

Thank you for your recent letter setting out a number of detailed questions regarding the procurement process for the design of the Garden Bridge.

An initial Invitation to Tender (ITT) was issued in February 2013 to select a designer to develop the concept for a new bridge across the Thames in central London. A copy of this is attached to this letter. This was issued to three suitable designers/architects as at the time there was no approved TfL architectural framework in place. The value of this contract was under the OJEU threshold and therefore obtaining proposals from three nominated practices was an acceptable way forward.

The ITT document stated clearly the assessment criteria that would be used in the evaluation of bids with 75% of the evaluation based on technical criteria and 25% based on commercial criteria. For the commercial evaluation, the ITT made it clear that bids would be assessed on day rates not a fixed fee. This is quite common for an initial feasibility study where the scope is less clearly defined. In addition to this we also requested an estimate of total prices for the work, although the ITT made it clear these did not form part of the evaluation of bids. Three bids were received with technical responses, schedule of day rates and key personnel.

Whilst we are not able to reveal the exact day rates quoted by all three bidders for reasons of commercial sensitivity we can say that they were within a very narrow range, with the cost of the most expensive Principal Level or equivalent team member being less than 4% higher than the cheapest. As a result, all three submissions received the same commercial score in the evaluation.

We received a broad range of estimates for the total price from each of the bidders (Marks Barfield, £15,125, Wilkinson Eyre £49,939, and Heatherwick studio £173,000) showing that there was a very different interpretation of the scope of the brief by all three bidders. These estimates did not form part of the formal evaluation. In response to your question about redaction, the inconsistent redaction of the total prices between the three bids when information was supplied to the Architects' Journal as part of a Freedom of Information request was a simple and unfortunate case of human error and we have written to the journalist, Will Hurst to correct our mistake.

Following the assessment of all three bids, Heatherwick studio was awarded the contract based on the day rates submitted but with a capped fee of £60,000. The actual value of work undertaken under this contract was £52,000. The two evaluation reports that you refer to in your letter are in fact just different presentations of the same scores. The only difference is that one contains both the technical and commercial scores whereas the other contains just the technical scores.

A second tender was issued in April 2013 to progress the technical design of the bridge to a point where a planning application could be submitted. This procurement was for a consultant who could provide a range of technical services to progress the next stage of the work. The Invitation to Tender for this contract was issued to all 13 firms on the TfL Engineering Project Management Framework. A copy of the ITT for this procurement is attached to this letter. In response to this, we received submissions from all 13 consultants from the framework and following an evaluation of bids, Arup were appointed as lead consultant.

In this procurement, the ITT set out the scope of the technical work and made it clear that "*TfL anticipates that bidders may not have sufficient design capability in-house and has no objection to appropriately qualified designers being engaged by the Consultant as sub-contractors. This should be noted for the purpose of this tender*". In response to this and following their appointment, Heatherwick studio was retained a sub consultant as part of the Arup team, working directly to Arup.

To ensure we are being as transparent as possible, we have published all relevant documents relating to TfL's involvement in the Garden Bridge on our website at: <https://tfl.gov.uk/corporate/publications-and-reports/template-footbridge>.

In response to your letter and the general level of interest in the Garden Bridge, I have instructed a review of the overall process of procurement of the Garden Bridge design contracts, the findings of which I will publish in full.

As part of our commitment to delivering more river crossings to support London's growth I am pleased to say that we have granted funding of £170,000 to Sustrans, matched with £30,000 from businesses in the area, to investigate the potential of a new pedestrian and cycle bridge between Canary Wharf and Rotherhithe. Sustrans' detailed feasibility work is due to be completed in the summer and I await the results of their work with interest.

I trust that this response has provided the answer to your questions but if you require any further information, please do not hesitate to get back in touch.

Yours sincerely



Sir Peter Hendy CBE

Enc:

- Invitation to Tender for bridge design consultancy services – February 2013
- Invitation to Tender – Technical brief for consultancy services – April 2013



Mike Brown MVO
Commissioner of Transport

Caroline Pidgeon MBE AM
Leader, London Assembly Liberal Democrat Group
City Hall
The Queen's Walk
London
SE1 2AA

Transport for London
Windsor House
42-50 Victoria Street
London SW1H 0TL

Phone 0343 222 0000
www.tfl.gov.uk

15 September 2015

Dear *Caroline*

Garden Bridge

In his letter of 15 June 2015, Sir Peter Hendy said that TfL would undertake a review of the procurement of the Garden Bridge design process.

That work has been undertaken and I enclose a copy of the review.

The review concludes that the procurement was acceptable in relation to the selection of bidders and there is no evidence to suggest that the process did not provide value for money for TfL.

TfL's initial role to develop the design concept for a new pedestrian bridge evolved over time and in response to a number of Mayoral Directions. If the overall programme for the Garden Bridge and the role TfL was going to play in supporting the project had been known from the outset, then it would have been possible for there to have been a procurement strategy in place from the start. However, the reasons for not having one are understandable.

There are a number of specific management actions relating to process and the agreed measures are being taken to ensure established processes are fully followed in the future.

To ensure that we are being as transparent as possible, the review will be added to the documents relating to TfL's involvement in the Garden Bridge on our website.

Yours sincerely

Kind regards

Mike Brown MVO

[This page is intentionally blank]

To: Richard De Cani, Managing Director of Planning

Cc: Mike Brown, Interim Commissioner
Howard Carter, General Counsel
Steve Allen, Managing Director Finance
Andrew Quincey, Director Commercial
Ian Nunn, Chief Finance Officer

From: Clive Walker
Director of Internal Audit

Phone: 020 3054 1879

Date: 15 September 2015

Ref: IA 15 638

Audit of the procurement of design and development services for the Temple to South Bank Footbridge Project

Executive Summary

The audit did not find any evidence that would suggest that the final recommendations did not provide value for money from the winning bidders.

The audit identified no issues in either procurement with regard to:

- the selection of bidders;
- the development of the tender and associated contract documentation;
- the procedure used when awarding the contracts and providing the unsuccessful bidders with an opportunity for feedback;
- the procedures used by TfL to manage the project and contracts following award.

However, TfL's role in the project was unclear from the outset and this was a strong factor in there not being an agreed procurement strategy in place. It is clear that the project would have benefited from a procurement strategy, although the reasons for not having one are understandable. Two different procurement approaches were adopted and, in both procurements, there were some instances where TfL policy and procedure with regard to communication with bidders and tender evaluation were not fully complied with.

Management actions have been agreed and are being taken forward to ensure that established processes are followed in the future.

Introduction and background

The Mayor's Transport Strategy (MTS) and London Plan set out the need for better connectivity for pedestrians in Central London. The MTS is particularly supportive of schemes that will reduce walking time to and from Public Transport. In addition to this, it has been recognised for some time that a direct link between Temple and the South Bank would improve pedestrian traffic in the area and support better transport links.

In early 2013, the Commissioner and Managing Director Planning of TfL met with the Mayor, following a presentation the Mayor had received from Thomas Heatherwick Studio regarding a proposal for a "Garden Bridge". At this meeting the Mayor stated his desire for TfL to consider whether the construction of an innovative and novel design based around a living bridge concept would be feasible. TfL agreed to develop a concept for a new bridge in the area on behalf of the GLA.

At the time TfL did not have a framework to cover this type of work and was seeking design concepts that would be innovative and novel and provide more than just a pedestrian footbridge. It was agreed to engage with three market leading companies with a track record of delivering unique and world class designs. TfL decided to approach Wilkinson Eyre Architects, Marks Barfield Architects and Thomas Heatherwick Studio all of whom had the relevant and suitable experience for a project of this type.

In February 2013 TfL ran a tender to procure a design advisor to "help develop this concept" and understand scale of costs and benefits of the scheme. Following the technical and commercial evaluation of the bids, the contract ('TfL 90711 Design Services') was awarded to Thomas Heatherwick Studios in March 2013 with a capped fee of £60,000. TfL's contract with Thomas Heatherwick Studio ended in July 2013.

During March 2013 the TfL scope evolved quickly following a request by the Mayor to progress the project and submit a planning application. There are a number of Mayoral Directions relating to this project. It is clear that TfL did not expect, in the early stages, that this project would be undertaken in these timescales, or that TfL would be involved to the level it subsequently became. TfL took on the role "of enabler, securing the necessary powers and consents, helping to secure the funding for construction and future maintenance from third parties, helping to establish an appropriate structure for its delivery and, potentially, providing project management expertise during construction."

In April 2013 a second tender was issued to develop the technical design of the bridge, to enable a planning application to be submitted. The tender process used the TfL Engineering & Project Management Framework and went through the formal stages of Expression of Interest and Invitation to Tender. The Invitation to Tender was issued to 13 companies from the framework and tenders were received on 7 May 2013, with clarification

interviews held with four bidders between 14 and 16 May 2013. Subsequently Arup was awarded the contract as lead consultant ('TfL 90001 Task 112 Temple Bridge') and resulted in a final fee of £8,422,000.

Following the award of both contracts, TfL continued to progress the project until it was able to transfer all management responsibility to the Garden Bridge Trust in 2015. The TfL contract with Arup ended in April 2015.

On 3 June 2015 the Leader of the London Assembly Liberal Democrat Group, Caroline Pidgeon MBE AM, wrote to the Commissioner of Transport for London raising a number of questions relating to the procurement of the design services for the Temple to South Bank footbridge.

The Commissioner responded to this letter on 15 June 2015 and confirmed that a review of the design contract procurements would be undertaken and the findings published.

Objective and scope

The objective of the audit was to provide assurance that the procurements of design and development services for the Temple to South Bank footbridge Project were undertaken in accordance with procurement regulations and approved procedures, and were open, fair and transparent.

Findings

The audit findings are set out below under the scope headings agreed at the commencement of our work.

Procurement management processes and compliance with UK and EU guidance

The procurement approach adopted for TfL 90711 Design Services was appropriate, and follows accepted practice in TfL for projects of this monetary value. TfL Legal provided TfL Planning with some initial legal advice on the Procurement Issues and Powers relating to delivery of the Garden Bridge on 8 January 2013. At this stage it wasn't clear what the extent of TfL's involvement would be in the project and the advice was given on the assumption that TfL might be the delivery body for the entire project. The advice sets out a number of options for the procurement process that might be used for the selection of the design team and concludes that "a design contest or a competition through OJEU might be a suitable process." Subsequently, a decision was taken to split the procurement into two parts with the first phase being a short design exercise, to be commissioned through a small tender and the second part to be procured through the existing TfL consultancy frameworks.

In both procurements there was some informal communication between TfL Planning and individual bidders outside of the formal tender process, as described below:

TfL 90711 Design Services

- 8 February 2013, TfL Planning issued the design brief to all three bidders, ahead of the formal release of the ITT on 13 February 2013. This was done in order to make all three bidders aware of what was coming shortly so that they had the resources available to respond, but was outside TfL Policy on engagement with bidders.
- 26 February 2013, an email was sent from TfL Planning to Thomas Heatherwick Studio requesting clarification on which rates apply to which people in the Heatherwick Bid as this was not clear in the bid. This communication should have been made through the e-procurement portal.
- Thomas Heatherwick Studio were informally notified by TfL Planning that they had been successful in their tender, before the formal notification by TfL Commercial to all bidders through the e-procurement portal.

TfL 90001 Task 112 Temple Bridge

- During evaluation of the tenders, TfL Planning made a direct request (by telephone) to Arup to reduce their day rates. This is discussed more fully in the Evaluation Process section below.

Communications outside of the formal tender process are inconsistent with TfL policy and procedure.

Selection and pre-qualification of bidders

The audit identified no issues with regard to the selection of bidders in either procurement.

Three bidders were selected for the TfL 90711 Design Services tender in accordance with TfL Commercial guidance. TfL Planning selected the bidders on the basis of their experience and their ability to provide a unique and innovative design.

Bidders for TfL 90001 Task 112 were selected through a formal Expression of Interest, issued to companies on the Engineering & Project Management Framework.

The process for developing and approving the Invitation to Tender, contract and associated documents

The audit identified no issues with the development of the tender and associated contract documentation.

Evaluation process for Invitation to Tender and management of bid clarifications

The audit identified a number of issues considering the evaluation and analysis of the tenders in both contracts.

TfL 90711 Design Services

- The technical evaluation of the three bids was undertaken by a single person in TfL Planning and endorsed by the MD Planning. From our interviews with those involved, the respective roles of TfL Planning and TfL Commercial in the evaluation of the bids were unclear and should have been better defined from the outset. The technical and commercial evaluations of the three bids were undertaken by the same person, which is inconsistent with TfL procedures and guidance on managing procurements and accepted good procurement practice.
- Some of the documentation to support the commercial analysis of the day rates used in the evaluation could not be located at the time of the audit.
- The rates submitted by the three bidders varied significantly. As a result, a decision was taken to give all bidders the same evaluation score, and the contract was awarded as a fixed fee and capped at £60,000.

TfL 90001 Task 112 Temple Bridge

- The commercial submission from Arup on 7 May 2013 was in the form of an Excel spreadsheet providing day rates. We would have expected a formal commercial submission.
- No supporting documentation relating to the individual technical evaluation scores was available to review. We have been told the documentation was held in hard copy by the TfL Planning Project Manager until recently when, as a result of an office move and introduction of hot desking policy, it was disposed of. Interviews with those involved show that the first tender evaluation was carried out in accordance with TfL procedures.
- Initial scoring placed Arup 7th out of the 13 bidders because of their higher cost in spite of the fact their technical bid was judged by the

evaluation team to be the strongest. However, a decision was taken to interview Arup as they had the strongest technical bid.

- At this point it was decided to contact Arup to ask them to review their fees, with a view to reducing them, leading to a second submission. The rationale given for this was the Arup technical bid was much stronger than the other bids and it was their price that affected their scoring. The gap between Arup's technical score and those of the other bidders increased further following the interview stage. None of the other bidders were given the opportunity to revise their submissions and there was no Best And Final Offer stage included in the procurement. It would have been best practice to have done this.
- There was a small error in the analysis of Arup's commercial submission. Each bidder was required to submit day rates in each defined area for five roles, these were Partner/Director, Principal Consultant, Senior Consultant, Consultant and Junior Consultant. In the analysis of the Arup commercial submission the rates for Consultant and Junior Consultant were taken from the 7 May submission and the rates for Partner, Principal Consultant and Senior Consultant were taken from the second submission. The rates used in each analysis were the lower of the two rates provided. This error resulted in an uplift in the Arup score from 19.26% to 19.85%. However, it should be noted that the additional 0.59% did not affect the final placing of the bidders.

The manner in which the evaluation process in both procurements was undertaken did not follow TfL procurement policy and procedure in a number of instances. However, the audit did not find any evidence that would suggest that the final recommendations did not provide value for money from the winning bidders.

Contract award and debriefing

The audit has not identified any issues with the procedure used by TfL when awarding either contract and providing the unsuccessful bidders with an opportunity for feedback.

Arrangements for post contract award management

The audit has not identified any issues with the procedures used by TfL to manage both the project and contract following the award of both contracts.

Recommendations

Awareness of Policies, Procedures and Guidance

TfL has in place a number of policies and procedures setting out its requirements for the governance of procurements, including the TfL Code of Conduct and the TfL Procurement Policy. The TfL Corporate Disposal Schedule sets out requirements for retention of documents. These policies and procedures were not followed in all cases, which may reflect a lack of understanding of requirements by the staff concerned. An effective briefing on procurement procedures by TfL Commercial might have prevented some of the issues from arising.

Recommendation – Individuals involved in the management and delivery of procurement activities are responsible for ensuring they are fully aware of the requirements placed on them and TfL by guidance and statute to ensure best practice is followed. Planning staff involved in procurement activities should make themselves aware of these requirements.

At the start of any procurement, and commensurate to the size and level of risk, TfL Commercial should brief all staff involved in the process giving clear instructions relating to:

- *the process that will be followed,*
- *roles and responsibilities,*
- *the documentation they will be expected to produce and provide to TfL Commercial*
- *escalation procedures for reporting non-compliance*

This briefing will emphasise the rules of engagement with bidders and the need for segregation of duties during the evaluation of bids.

TfL Commercial should develop a training package on TfL's procurement processes for use with staff who are not familiar with them, and for staff who are new to TfL. The purpose of this training material should be to raise awareness of the guidance available, the policy and procedure that must be followed and the potential ramifications of non-compliance.

We have been informed by TfL Commercial that over the past year the Commercial Centre of Excellence (now called Commercial Strategy and Performance) have led a piece of work to identify the methods of tender evaluation across TfL and Crossrail and to use best practice to develop a consistent approach to bid evaluation. The new approach is currently being rolled out and will be mandatory from Oct 2015.

Enforcement

The audit found some instances where TfL Commercial staff had raised issues during the process with regard to the communication with bidders and the evaluation of tenders, which were not acted on.

Recommendation – TfL Commercial should be robust in ensuring that issues in relation to the procurement process are highlighted on a timely basis and escalated as appropriate to ensure action is taken to mitigate any breaches of policy or procedure.

Review of evaluation models

As noted above, there was an error in the analysis of Arup's commercial submission.

Recommendation – TfL Commercial should identify the reason(s) that led to this error and whether improved controls need to be put in place.

Conclusion

The audit did not find any evidence that would suggest that the final recommendations did not provide value for money from the winning bidders.

However, TfL's role in the project was unclear from the outset and this was a strong factor in there not being an agreed procurement strategy in place. It is clear that the project would have benefited from a procurement strategy, although the reasons for not having one are understandable. Two different procurement approaches were adopted and, in both procurements, there were some instances where TfL policy and procedure with regard to communication with bidders and tender evaluation were not fully complied with.

We would like to thank all those who were involved in and contributed to this audit.

Please do not hesitate to contact Roy Millard, Senior Audit Manager, or me, if you would like to discuss this further.

Kind regards

Clive Walker
Director of Internal Audit

Email: clivewalker@tfl.gov.uk

Audit and Assurance Committee

Date: 11 October 2016

Item: EY Review of Internal Audit of Garden Bridge Procurements

This paper will be considered in public

1 Summary

- 1.1 The purpose of this paper is to present to the Audit and Assurance Committee the report setting out the findings from Ernst and Young's (EY's) review of the audit carried out by TfL Internal Audit of the procurements of design and development services in relation to the Garden Bridge.

2 Recommendation

- 2.1 **The Committee is asked to note the report.**

3 Background

- 3.1 During the first half of 2013, TfL ran two tender exercises in respect of a proposed footbridge from Temple to South Bank, commonly referred to as the Garden Bridge. The first of these was for an initial design contract, which was awarded in March 2013 to Thomas Heatherwick Studio for a final fee of £52,425. The second contract was to develop the technical design of the bridge to enable a planning application to be submitted. This was awarded to Arup in July 2013 for a final fee of £8.4m.
- 3.2 In June 2015, in response to questions over the procurement of design services for the Garden Bridge, the then Commissioner wrote to Caroline Pidgeon, MBE AM, Leader of the London Assembly Liberal Democrat Group, confirming that TfL Internal Audit would carry out a review of the design and development procurements, and that the results would be published.
- 3.3 A normal audit process was followed, and a draft audit memorandum was shared with management for comment in late July. Audit memorandums are typically used where audit work is being carried out in response to a management request. They have a less structured format than standard internal audit reports.
- 3.4 The memorandum was issued on 15 September 2015 (see Appendix 2). It highlighted a number of areas where the procurement process followed did not comply with TfL policy and procedures. The findings from the audit were a basis for questioning of the then Managing Director, Planning when he was questioned by the London Assembly's Oversight Committee a few days later.

- 3.5 The Director of Internal Audit attended the Oversight Committee on 22 October 2015 and answered questions concerning the audit process followed, the independence of Internal Audit, and the changes that had been made to the report between the first draft and the issued report.
- 3.6 On 17 December 2015, the then Mayor of London, the Commissioner of TfL and the Managing Director, Planning attended the Oversight Committee to answer questions about the project.
- 3.7 On 25 February 2016, the then Chair of the Audit and Assurance Committee also attended the Oversight Committee to answer questions about the audit.
- 3.8 At its meeting on 8 March 2016, the Audit and Assurance Committee requested that EY carry out a review of the internal audit process.
- 3.9 EY's report setting out the findings from its review is attached as Appendix 1. The report supports the overall findings of TfL Internal Audit as set out in its memorandum dated 15 September 2015. However, the report also highlights some opportunities to improve the documentation of the audit working papers supporting the audit findings, and notes some additional points that could have been included in Internal Audit's report.
- 3.10 The recommendations made by EY together with TfL's response are summarised as follows:
- *Reminders to the Internal Audit Team of a number of points relating to the documentation of audit findings within the audit file.* Internal Audit acknowledges the importance of an appropriate level of documentation of findings, and this is already incorporated into its methodologies. Internal Audit staff will be reminded of the specific points raised by EY.
 - *Additional management action to enhance the monitoring of procurements to ensure compliance with policy and procedures, particularly on high profile procurements.* TfL is currently undertaking a review of its commercial processes and this recommendation will be implemented as part of that review.
 - *Reminders to audit managers regarding review of audit working papers prior to issue of the draft report.* Internal Audit's methodologies already require managers to carry out sufficient review of audit working papers to satisfy themselves that the audit has been properly conducted and appropriate conclusions drawn. Audit managers will be reminded of the specific points noted by EY.
 - *Suggested enhancements to audit terms of reference/ engagement letters.* The points mentioned by EY are included in engagement letters as appropriate to the particular circumstances of each review.
- 3.11 EY's report notes some additional issues that could have been raised in the Internal Audit memorandum. TfL accepts these points.
- 3.12 EY's report also notes that it would have been better not to have included a statement concerning value for money within the memorandum, given the scope of the work performed. TfL accepts this observation.
- 3.13 On 22 September 2016, the Mayor announced that Dame Margaret Hodge MP, former chair of the Public Accounts Committee, will conduct a review into the Garden Bridge project. The review will look in detail at whether value for money has

been achieved from the taxpayers' contribution to the project, and investigate the work of TfL, the GLA, and other relevant authorities around the Garden Bridge going back to when the project was first proposed.

List of appendices to this report:

Appendix 1 – EY Report entitled Garden Bridge Review dated September 2016

Appendix 2 – Internal Audit Memorandum – final version dated 15 September 2015

List of Background Papers:

None

Name: Clive Walker, Director of Internal Audit
Number: 020 3054 1879
Email: CliveWalker@tfl.gov.uk

Transport for London
Garden Bridge Review

Final Report

September 2016

Circulation

To:

Members of the TfL Audit and Assurance Committee
Ian Nunn, TfL Chief Finance Officer
Howard Carter, TfL General Counsel
Clive Walker, TfL Director of Internal Audit



Building a better
working world

This report is provided for the sole use of Transport for London. We shall have no responsibility whatsoever to any third party in respect of the contents of this report. It should not be provided to any third party without our prior written consent.

Coverage of Work TfL Internal Audit Garden Bridge Review 2015

Fieldwork Date May 2016

Background and Scope

As explained in our ISA260 report we have extended our procedures relating to procurement to enable our conclusions on VFM. As discussed at the TfL Audit and Assurance Committee we agreed to perform an independent review following issues raised over the robustness of the TfL Internal Audit review of the Garden Bridge design and engineering support procurements. The review was conducted cognisant of the external coverage and correspondence received from third parties since completion of the audit. This report summarises the findings of the review examining the work undertaken by TfL Internal Audit to support the conclusions reported in the audit memorandum issued 15th September 2015. It covers the following elements of the Internal Audit delivery: Planning, Fieldwork, Reporting, Follow Up and Quality. A detailed terms of reference is at Appendix 1.

Given some of the findings we also re-performed some elements of the work to ensure the conclusions were supportable.

By way of context both the design and engineering procurements were run a number of years ago (2013) and many changes to senior management have occurred since then. In addition, the Garden Bridge Trust has since been created (2014) to take the project forward, including managing the procurement of the contractor, Bouygues, to construct the bridge, in May 2015.

Result

We support the overall findings of TfL internal audit which calls into question the level of transparency, openness and fairness of the procurement process, particularly at the tender evaluation phase of the procurements.

Our review of the audit work undertaken by the TfL Internal Audit Team regarding the Garden Bridge design and engineering support procurements has concluded that whilst there is working paper evidence to support the majority of conclusions reached and issues raised, there were potentially further issues, in both procurements, that have not been highlighted, which further re-inforce the importance of establishing a procurement strategy for major projects, and additional examples of non-compliance with TfL policies and procedures. An earlier discussion of the factual accuracy of initial findings with management prior to the issue of the draft report could have prevented the degree of change between the initial and final draft of the reports – for example the OJEU matter.

All of the management actions arising from the 2015 review should go a significant way to address the control issues raised. In addition, we would suggest that TfL procurement review processes be reconsidered to ensure appropriate challenge is made, particularly in relation to key procurements or politically sensitive ones.

The two main areas for improvement arising from our review relate to the documentation and evidencing of the audit fieldwork completed and hence the ability to fully demonstrate the robustness of the audit review undertaken; and the completion of detailed working paper review prior to issue of a draft report in order that it can be confirmed that all potential issues have been followed through and that no issues have been missed. Some more minor notes for enhancement of the audit planning process have also been noted.

A summary of key findings, by area, is outlined below, with further details of the areas covered in the Observations and Recommendations table on the following pages.

In summary we found that:

- The final report's conclusion on OJEU was correct, as the engineering procurement was undertaken under a properly constructed OJEU framework.
- The final report contained a large number of recommendations, and the only recommendation that we would add would be for TfL to consider what additional review processes it might put in place to ensure key procurements follow the correct process, particularly on high profile projects.
- We disagreed with the report conclusion on two of the risks areas where it was assessed in the Final report there were no issues arising. Whilst in regards to Contract award and debriefing the issue had been highlighted under another section, there were issues regarding developing and approving the Invitation to Tender which were not included in the report.
- A few areas of investigation were not followed through as robustly as we might have expected, and a number of additional findings could have been added to the report.
- The completion of the audit file documentation and the timeliness/thoroughness of the review process could have been better.

EXECUTIVE SUMMARY

Summary by Scope Area	
Process	Overall Comments and Explanation
Fieldwork	<p>A structured approach to fieldwork was undertaken utilising a work programme developed to cover the six risk areas covered in the Audit Engagement letter. Interviews were held with all of the key individuals involved in the two tender processes and large amounts of supporting documentation (emails, tender documents etc.) had been obtained. The working papers supporting the conclusions reached was incomplete and/or could have been improved in some areas. In particular our review noted the following:</p> <ul style="list-style-type: none"> • No summary overview document of the expected processes to be followed as a starting point for evaluation of the actual procedures followed, and no context or background for the procurement undertaken. • Across a good number of work steps it was not possible to see that all the tests/actions defined had been completed as there was no narrative in response to each test. • There was insufficient detailed analysis within the working papers to demonstrate what analysis the Auditor had completed with any of the information received (e.g. tender evaluation documents) or how conclusions had been reached e.g. compliance with business policy, without the reviewer having to re-perform the test/assessment themselves. <p>There were a number of areas where the audit evidence should have prompted further review or challenge. It is not clear from the working papers or in the conclusions reached if these areas had been highlighted and discussed further (see Observation 1). Having re-performed the work regarding the compliance with OJEU, we conclude that the procurement approach adopted for each contract was correct. We therefore, concur with the internal audit final findings in this regard. We also agree that the procurement could have been better run in a number of areas, and better retention of documents noting decisions made and assessments of the process carried out.</p>
Reporting	<p>Our review found that that the majority of issues included in the initial report were reflected in the final report, however re-writing/re-ordering of the report in a more succinct way for some aspects removed some of the context which would have been helpful to have been retained. In addition, our review notes that there were issues identified in 4 out of the 6 risk areas reviewed compared to 2 out of 6 stated in the TfL Final report. Whilst in regards to Contract award and debriefing the issue had been highlighted under another section, there were issues regarding developing and approving the Invitation to Tender which were not included in the report.</p> <p>There were a number of observations included in the Executive Summary and Recommendations sections which had not been pulled through to the more detailed Findings section, for example the lack of procurement strategy and process non-compliance issues raised by the Commercial team. There were also a number of observations, such as tender document design errors for the Design contract and tender evaluation criteria, which were not included in the report and for completeness should have been reflected.</p> <p>Reference to "Value for Money" was specifically made in the report, although this was not part of the defined audit objective and scope, and no specific work had been undertaken to evaluate this as part of the review. A view on the level of "transparency, openness and fairness", which was a specific part of the audit objective was not so explicitly made (see Observation 2). Given the scope of the work performed, it would have been better if the statement had not been included.</p>
Quality	<p>There is a lack of evidence to confirm the extent of detailed review of the work undertaken. The Audit Managers have confirmed that a detailed working paper review had not been completed prior to the issue of the draft report, with reliance placed on the ongoing discussions with the Auditor undertaking the review.</p> <p>This may have resulted in additional issues regarding the procurement activities not being highlighted. In addition, an earlier discussion of the factual accuracy of initial findings with management prior to the issue of the draft report could have prevented the degree of change between the initial and final draft of the reports, as noted above (see Observation 3).</p>
Planning	<p>A defined process is in place for the planning and scoping of TfL internal audit reviews, which was followed for the audit of the procurement of design and development services for the Temple to South Bank Footbridge Project. Some enhancements to the drafting of future Terms of Reference / Engagement letter have been noted which would re-inforce further the specific audit scope and more clearly articulate the level of assurance being provided (see Observation 4). This issue is relatively minor.</p>
Follow Up	<p>Action plans to address the issues raised in the September 2015 report were established and regular review and update with management has been occurring. At the time of this review six of the 10 actions were reported to have been completed, with the remainder due for completion by the end of June 2016. A formal follow up of the audit is also planned (see Observation 5).</p>

OBSERVATIONS & RECOMMENDATIONS

Observations	Suggested Actions For Improvement
<p>1. Fieldwork</p> <p>A work programme template for the audit was established detailing the risks and work steps/tests defined to address each of the six key risk areas outlined in the review Terms of Reference / Engagement Letter:</p> <ul style="list-style-type: none"> · Procurement management processes and compliance with UK & EU guidance · Selection of pre-qualification of bidders · The process for developing and approving the Invitation to Tender, contract and associated documents · Evaluation process for Invitation to Tender and management of bid clarifications · Contract award and debriefing · Arrangements for post contract award management <p>A separate work programme template was utilised for each of the two procurements reviewed. The work programme was completed by the Auditor including references to relevant documentation evidence (TfL policy, emails etc.). The final documents and audit evidence were filed (soft copy) in a designated folder within the TfL Auto Audit application utilised by the department to manage their audit activity.</p> <p>Our review of the audit work programmes and supporting documentation noted the following where it would have been beneficial to have had additional detail provided and captured:</p> <ul style="list-style-type: none"> · An overview of the TfL procurement process, in particular the tender process which was the focus of the review; · Background and context of the procurement exercise; and · A specific assessment of each procurement against the TfL process, highlighting the steps where non-conformance with the process was highlighted. <ul style="list-style-type: none"> · Audit programme workstep / test completion: Throughout the evaluations of the two procurements, the results and supporting evidence gathered do not correspond directly to the test step against which they are captured and/or the actions required have not always been completed or fully completed. Whilst in some instances it is deemed that the test is not applicable and the reason captured, this has not been done in all cases. It is possible that this did not occur in this review as the auditor had left before the audit was finalised. <p>A number of tests/worksteps require comparison to/determining the extent of compliance with the relevant business policy (e.g. Step 3 regarding compliance with EU and TfL procurement policies). Results just note " <i>The process followed is in line with TfL and EU approach</i>", however no working paper or test schedule has been completed that shows the key elements of the TfL and EU policies and how the procurements have complied with it or if elements are not applicable and the rationale. Therefore, without re-performing the audit work it has not been possible to conclude on the accuracy of this and similar statements and hence the overall conclusions made.</p> <p>Similarly, there are worksteps which require a check to confirm specific documents, such as the Form of Tender, are included in the ITT. Whilst this was confirmed as included in the tender documents issued, it was not clear from the working papers that a check has been made to confirm that each of the bidders completed the documentation as part of their submission.</p>	<p>The TfL Internal Audit team should be reminded of the following:</p> <ul style="list-style-type: none"> · Each audit file should stand alone and the work performed and documented support the outcomes reached. · Gain an overview of the area being audited to ensure context is understood and any internal or external factors which may impact it – don't assume you know a process. It and/or the person undertaking it may have changed since the last time the review was completed. · Ensuring that all work steps/tests are completed and supported by documentation, detailed test schedules and walkthrough testing as appropriate, in order that, for example, compliance with policies and procedures can be readily seen by the reviewer without the need to re-perform the test/evaluation themselves. · Where additional information is obtained which results in a change to initial conclusions, working papers should be updated to reflect the additional information and/or a file note added to capture the additional details. · Follow lines of enquiry through to resolution and document results. · Consider Use of benchmarking to evaluate /critic process e.g. is timescale, cost, approach normal for the type of project? Ensure that hightended risks are considered with appropriate professional scepticism.

OBSERVATIONS & RECOMMENDATIONS

Observations	Suggested Actions For Improvement
<p>1. Fieldwork (Continued)</p> <ul style="list-style-type: none">• Audit programme update: There were a number of audit observations, most significantly regarding the legal advice on OJEU requirements, where additional audit evidence was identified in the course of the report review process confirming that there was no issue. Changes were made to the audit report to reflect this, and a full trail of changes to the report retained, however the working papers and, in particular the audit work programme, have not been updated to reflect this. Given the importance of this issue we re-performed this work and are satisfied that the final report with regards to OJEU requirements is correct. The Bridge Design Consultancy Services tender was below the OJEU threshold, and the engineering tender was carried out using a properly constructed OJEU framework.• Level of questioning and challenge: The work programme and associated documentation do not clearly show the extent to which any independent review or challenge has been undertaken in all areas. For example, regarding the Mini Competition Task 112 Engineering and Project Management Services ITT assessments, the ITT document clearly states that no bidder scoring less than 50 out of the 70 marks available on the technical capability would be appointed. The results from the ITT assessment showed, following the initial assessment, that none of the bidders achieved the requisite minimum 50 marks – Arup was closest with 49.25. There was no evidence in the working papers that this observation had been made, or followed up. The final ratings show only Arup met the hurdle rate with 51.9. Given the relative scoring of each bidder we believe that the issues should have been followed through into the findings of the report in more detail.	

OBSERVATIONS & RECOMMENDATIONS

Observations	Suggested Actions For Improvement
<p>2. Reporting</p> <p>Review of the Final report (dated 15/09/2015) and the Draft report (dated 22/07/15) has highlighted a number of differences between the two reports. Whilst in the main this is due to points being reported in a more succinct manner, some of the important context has, as a result been lost. Our review has highlighted some additional aspects which have not been reflected in the Final report and which impact on the overall assessment of the TfL audit. Our review notes that there were issues identified in 4 out of the 6 risk areas reviewed compared to 2 out of 6 as stated in the TfL Final report.</p> <p>The report captures the majority of the issues identified as a result of the audit and makes recommendations to address the deficiencies noted, however there is no finding or recommendation relating to monitoring controls in place that allow management to confirm that due process has been followed and complied with for tender activity, and what additional checks will be put in place going forward e.g. post award reviews to highlight potential process issues that needed to be addressed as well as aspects which worked well.</p> <p>A summary of our evaluation against each Risk Area reviewed is outlined below:</p> <p>Risk Area 1: Procurement management processes and compliance with UK and EU guidance</p> <p>We agree with the overall assessment of this area, that there were issues regarding compliance with TfL policy regarding tendering. In addition the following aspects were also noted:</p> <ul style="list-style-type: none"> • The Executive Summary highlights that a procurement strategy for the Garden Bridge had not been established, and states that the mitigating factor for this was that the role of TfL at the start of the project was not clear. However there is no mention of this issue in the detailed Findings section of the report. • The report does not specifically mention the time and external pressures being exerted on TfL to get the project underway. This is highlighted a number of times through the working papers. • The decision to undertake the procurement for the design and engineering support separately allowed for a quicker process, and due to the expected low value of the design contract, did not require the design procurement to go through an OJEU process. It is unclear from the audit documentation who made the final decision on approach, and based on the audit evidence reviewed it would appear to be the Planning team, however this is not explicitly stated in the working papers or report. • The report includes a recommendation relating to the lack of action taken following concerns raised by TfL Commercial staff around the issues highlighted regarding communications with bidders and tender evaluations, however this point was not highlighted in the Executive Summary or the detailed Findings section of the report. Whilst this highlights that non-conformance with policies was known, it is also a positive point that TfL staff are prepared to call these things out, even when it relates to more senior management. <p>Risk Area 2: Selection of pre-qualification of bidders</p> <p>We agree with the assessment that there were no issues with selection of bidders to be invited to tender in either procurement on the basis of accepting the approach taken to the design procurement, in the absence of a procurement strategy.</p>	<p>The following additional management action should be considered:</p> <ul style="list-style-type: none"> • Determine the management controls in place that monitor compliance with procurement policy and procedures and where necessary highlight improvements that need to be made e.g. implementation of post contract award reviews. This could be part of the process to ensure that all tender related documentation has been collated and filed in line with policy requirements. • Introduction of additional review and approval procedures for high profile procurements, particularly those considered to be urgent or sensitive.

OBSERVATIONS & RECOMMENDATIONS

Observations	Suggested Actions For Improvement
<p>2. Reporting (Continued)</p> <p>Risk Area 3: The process for developing and approving the Invitation to Tender, contract and associated documents</p> <p>We disagree with the assessment that there were no issues with regard to the Invitation to Tender (ITT) and associated documents for the Bridge Design Consultancy Services. Our review noted the following:</p> <ul style="list-style-type: none">Once the three bidders had submitted their tender documentation it was noted that they had not only provided their day rates (as requested) but also a view on overall cost, as a template requesting this information had not been removed from the ITT documents in error. This information was not used as part of the commercial evaluation process.For the Engineering support ITT, whilst all relevant departments input to this document, there was no evidence of final review and approval of the document prior to issue.The tender specification and requirements for the design consultancy procurements were prepared by TfL Planning only and there was no evidence that these had been subject to any review prior to them being included within the formal tender template for issue by Purchasing. The tender document and requirements make no mention of a "garden bridge" concept, inclusion of which may have allowed the bidders to put forward some different and potentially more relevant examples of their work. All internal communications to this point have been in relation to a "garden bridge", however this was not mentioned in the tender. <p>We therefore do concur that this design phase of tendering was not as transparent and fair as it should have been.</p> <p>Risk Area 4: Evaluation process for Invitation to Tender and management of bid clarifications</p> <p>We agree with the assessment that there were issues with this phase of the procurement. Our review also noted the following:</p> <p>Design Services Tender</p> <ul style="list-style-type: none">The Findings section highlights that an individual within Planning undertook both the commercial and technical evaluations. The report also highlights that an individual within Planning contacted Heatherwick directly to clarify a point on their rates informally, however it was not made clear that this was the same individual in both cases. What is also not mentioned in the report is that the same individual was also involved in the writing of the specification.The documentation to support the commercial evaluation states that the pricing was similar across all three bids and hence given the same scores. Our review of the tender evaluation documentation summary shows that this is not strictly true. This should have given some variances across the bidder ratings, resulting in a different overall commercial outcome. The day rates assessment had been limited to "key people" only and did not consider the rates of all three grades requested. As the daily rates of the "key people" were on a par with each other, this resulted in the same scores being given. This is not in line with the approach outlined in the ITT. Whilst the Final report highlighted this point, it did not explicitly state that this may have benefited the eventual winner of the design phase.In addition to some of the documentation evaluating the day rates not being available, the criteria used to complete the technical evaluation was very high level (relevant design expertise, relevant experience and understanding the brief). It would be expected that there would be more specific criteria under each of these headings against which the tenders would be assessed in order to aid the evaluation. This point was highlighted in the working papers but not pulled through to the report. In mitigation of this point, it must be remembered that this procurement was for a small value in total, and technically need not have been tendered at all.	

OBSERVATIONS & RECOMMENDATIONS

Observations	Suggested Actions For Improvement
<p>2. Reporting (Continued)</p> <p>Task 112 Temple Bridge</p> <ul style="list-style-type: none">· In addition to the points already reported, as noted above, the evaluation process would have benefited from capturing the more specific detailed criteria against which the tenders were being assessed. There is also a challenge as to the extent to which Arup had an advantage over the other bidders from having a more technical understanding of the proposed bridge. Their tender document does not hide the fact that they have had involvement from early on in the Heatherwick design process, however it is unclear due to the lack of detailed assessment documentation the extent to which this had any major impact on their scoring.· The section conclusion makes a statement regarding <i>"not finding any evidence that would suggest the final recommendations did not provide value for money from the winning bidders"</i>. This was not part of the defined audit objective and scope, and no specific work had been undertaken to evaluate this as part of the review. A view on the level of "transparency, openness and fairness", which was a specific part of the audit objective was not so explicitly made. Given the scope of the work performed, it would have been better if the statement had not been included. <p>Risk Area 5: Contract award and debriefing</p> <p>We disagree that no issues were identified regarding contract award and debriefing on both procurements, as noted in the report summary.</p> <ul style="list-style-type: none">· The audit report highlights that the successful bidder for the Design Services contract (Heatherwick) had been contacted informally by TfL Planning (this is included with Risk Area 1 only). However the observation does not highlight that additionally all the outstanding queries on contract T&C's had not been resolved and there remained ongoing concerns raised internally on the assessment of the commercial element of the tender by the Commercial team.· We agree no issues were identified relating to the Task 112 Temple Bridge contract award. <p>Risk Area 6: Arrangements for post contract award management</p> <p>We agree with the conclusion of no issues identified and no additional comments to raise.</p>	

OBSERVATIONS & RECOMMENDATIONS

Observations	Suggested Actions For Improvement
<p>3. Quality</p> <p>Our review has highlighted that a detailed working paper review has not been completed for this audit prior to issue of the draft report. The audit was undertaken by an experienced member of the TfL Internal Audit team (who has since left the business). It has been asserted by the Audit Manager and Audit Senior Manager that regular updates were held during the course of the fieldwork. This is supported by evidence of meetings scheduled in diaries. Review of working papers also shows that for many of the key audit meetings, these were attended by the TfL Audit Manager and Audit Senior Manager as well as the Auditor.</p> <p>The review and challenge of the draft report by the Audit Manager, Senior Audit Manager and Director of Internal Audit prior to issue is evidenced by retention of the different versions of the draft report, with changes highlighted.</p>	<p>Audit Managers to be reminded that detailed review of working paper files need to be completed prior to issue of the draft report in order to confirm that no potential issues have been omitted from the report.</p> <p>Where minor control enhancements have been highlighted but have not been deemed significant enough for the report, but have been discussed with management as part of the end of fieldwork closing meeting, this should be annotated on the working papers/issue summary e.g. discussed with management, not for report.</p> <p>Where there are changes between the issued draft report and final reports a file note should be added to capture the rationale and additional audit evidence obtained where appropriate.</p>
<p>4. Planning</p> <p>In line with the TfL Internal Audit methodology a Terms of Reference/Engagement letter was prepared which outlines the review scope and objectives, the review approach, the means by which the audit results would be communicated, the timetable for the work and the team who would be undertaking the review.</p> <p>The final document was sent to Richard De Cani (MD of Planning), Howard Carter (General Counsel) and Sir Peter Hendy (Commissioner) on the 16th June 2015, at the start of the audit fieldwork.</p> <p>Whilst it was no doubt clear to the TfL management who were subject to the review and/or receiving the resulting Internal Audit report which activities the scope of work related to, given that the report was likely to be circulated more broadly, the following observations are noted:</p> <ul style="list-style-type: none"> • Audit Scope: The audit scope could have provided more detail in order to ensure the end user of the report could be in no doubt on the detailed audit scope, objectives and level of assurance being provided. For example, referencing the two procurements to be covered (Bridge Design Consultancy Services TfL/90711 and Mini Competition Task 112 Engineering and Project Management Services); including the specific processes/sub-processes being covered under the six key risk areas; and inclusion of details on scope exclusions or limitations. • Audit Approach: The planned approach to undertaking the audit was described as being completed <i>“through a combination of desktop review of documentation and interviews with key personnel involved in the procurement exercise”</i>. This implies a much lighter touch / less in depth review than was actually completed. 	<p>Audit Terms of Reference / Engagement Letters could be further enhanced by the following, ensuring that the end user of the audit report is aware of the specific scope and any limitations on the level of assurance provided in the particular review:</p> <ul style="list-style-type: none"> • Including more specific details regarding the focus of the review e.g. specific contracts, procurements; • Including scope exclusions and limitations; and • Ensuring the audit approach covers all the means by which the team may undertake their assessment to complete the audit review.

OBSERVATIONS & RECOMMENDATIONS

Observations	Suggested Actions For Improvement
<p>5. Follow Up</p> <p>Following finalisation of the report, management actions for each of the recommendations were agreed and an action plan established.</p> <p>Updates from management on progress to address the issues raised and implement the agreed actions have been received circa every four weeks, the latest at the time of this review being 29th April 2016. Six of the ten actions have been reported as completed, the remainder were in progress and due to be completed by the end of June 2016.</p> <p>A formal follow up of the audit is planned, and in addition audits are scheduled of commercial management in Group Planning, and of commercial record keeping generally, in the 2016/17 Audit Plan which will also pick up on a number of the actions.</p>	

1. REVIEW SCOPE AND OBJECTIVES

We will perform a review of the Internal Audit processes followed on the recent review of the procurement processes adopted on the Garden Bridge project.

This review will assess the processes followed by the Internal Audit team in conducting the review on the procurement process with specific regard to the following areas:

- Planning
- Fieldwork
- Reporting
- Follow up
- Quality

2. APPROACH

Our approach will comprise the following:

1. Interviews with approximately 10 key stakeholders including members of the IA team who performed the review to ascertain the processes they followed and the judgements used in reaching their conclusion as reported in the final audit report as well as relevant members from the business that were involved in the audit review undertaken.
2. Document and working paper review of the procurement process review to determine the effectiveness of the process followed. This will include a detailed review of the working papers for this review, covering their planning and scoping through to fieldwork and reporting.

3. END OF REVIEW FEEDBACK AND DELIVERABLE

The main deliverable from this review will be a written report, which we will discuss and agree with you prior to issuing in final. The report will contain sufficient detail to support the conclusions reached and recommendations made to enhance IA's independence and effectiveness.

Should you require we will personally brief the Chair of the Audit and Risk Committee, on the key findings and recommendations ahead of the Audit and Risk Committee meeting.

The Garden Bridge Design Procurement

March 2016



GLA Oversight Committee Members

Len Duvall (Chair)	Labour
Tony Arbour (Deputy Chair)	Conservative
Jennette Arnold OBE	Labour
Gareth Bacon	Conservative
Roger Evans	Conservative
Darren Johnson	Green
Joanne McCartney	Labour
Caroline Pidgeon MBE	Liberal Democrat
Navin Shah	Labour

Role of the GLA Oversight Committee

The GLA Oversight Committee is responsible for a range of matters, including responding on the Assembly's behalf to formal staffing consultations from the GLA's Head of Paid Service, monitoring scrutiny expenditure and approving the expenditure over a certain level, approving rapporteurship proposals, overseeing the programming of the Assembly's business and recommending to the Mayor a budget proposal for the Assembly for the financial year and then allocating that budget. In addition, the GLA Oversight Committee now has responsibility for scrutinising any actions or decisions taken by the Mayor on matters relating to education. The Committee usually meets ten times a year.

Contact

Alison Bell, External Relations Manager
Email: Alison.Bell@london.gov.uk
Contact: 020 7983 4228

Contents

Chair’s foreword	4
Executive summary.....	7
1. Introduction	9
2. The Procurement Process.....	12
3. TfL’s Internal Audit Review	17
4. Conclusion.....	22
Appendix 1 – Minority Report from GLA Conservatives	25
Appendix 2 – List of background material.....	27
Appendix 3 – Letter to TfL Audit and Assurance Committee	28
Appendix 4 – Response from TfL Audit and Assurance Committee (December 2015).....	33
Appendix 5 – TfL Action Plan	35
Appendix 6 – Response from TfL Audit and Assurance Committee (March 2016).....	37
Endnotes	42
Orders and translations	43

Chair's foreword



With a budget of £10.5 billion of public money, making it one of the largest public organisations in the country, Transport for London (TfL) has a duty to uphold the highest standards in openness, fairness and transparency, particularly when it comes to awarding multi-million pound contracts.

There is no doubt that the Garden Bridge is a proposal which captures the imagination, but over the past year the project has also attracted significant criticism for flaws in the procurement process that resulted in the Bridge being commissioned. It is this procurement process, not the principle of the Bridge per se, that the London Assembly GLA Oversight Committee has examined over the past six months. This investigation has revealed significant and worrying failures by TfL.

Our investigation has identified significant failures of process throughout. This led this Committee to “conclude that the objectivity and fairness of this procurement process was adversely affected by these actions, which casts a shadow on the ultimate outcome.”

Whenever public money is committed to a project, fairness in the awarding of the contract is paramount. Ensuring fairness and best value for taxpayers is precisely the purpose of the procurement process.

Whilst the Committee was looking at the procurement concerns, further information came to light about contact prior to the procurement between the Mayor and potential bidders. Despite strict rules in place to ensure potential bidders are not given preferential treatment, the Mayor, who is also Chair of TfL, and his team met five times with Thomas Heatherwick to discuss the concept of a Garden Bridge prior to the procurement process beginning. This included taking a taxpayer-funded trip to San Francisco in order to drum up funding for the project.

Over many months, the Mayor attempted to conceal who attended the meeting with potential funders in San Francisco. This was despite promising a full list of attendees which was never forthcoming. It was revealed later through a Freedom of Information response, that Thomas Heatherwick, the architect behind one of the bids for the Bridge design contract had joined the Mayor. We were then asked by the Mayor to believe that it was no more than

a “coincidence” that they just happened to be in San Francisco at the same time.

This rightly triggered alarm bells, but the lack of documentation related to the trip and meetings has hampered attempts to get to the bottom of the Mayor’s true intention and judgement in undertaking a fundraising trip with a potential bidder prior to the formal procurement process even beginning.

Only days after the trip, the tender for the scheme was launched with TfL seeking bids for a ‘pedestrian footbridge’ with no reference at all to a Garden Bridge despite the Mayor’s clear support for the concept.

When taken with the fact that key documents related to the procurement process are missing, and that Clive Walker, TfL’s Director of Internal Audit, accepted that flaws in the procurement “adversely impacted on the openness and objectivity of the procurement,” it is clear that, despite the Committee’s best endeavours, many questions remain about the way in which the Garden Bridge project was awarded.

The Mayor’s actions, providing access for one of the bidders ahead of the procurement process, appear to have undermined the integrity of the contest.

A leaked early version of the TfL audit report into the Garden Bridge procurement was highly critical of the way the bid had been handled. The final version of the report, while less critical, concluded that a number of problems existed with the procurement process as a result of TfL’s role in the project not being sufficiently clear.

Special mention must go to the excellent investigative work of Will Hurst and the Architects’ Journal for their persistent and meticulous scrutiny of this project. As an aside, it is worth noting the importance of the Freedom of Information laws which were so vital to building a clearer understanding of what occurred in this procurement process. It would be a travesty if Government tinkering with FoI laws resulted in less scope for such transparency.

The principles of the Garden Bridge proposal are sound. There is little doubt that it would have been a strong contender in any open and objective procurement. The controversy which has beset the project has stemmed from the Mayor’s prior contact with bidders, TfL’s mishandling of the procurement process and the favourable treatment and access offered to one of the bidders in advance of the process. Transparent procurements are always incredibly important at retaining confidence in the process, particularly when

significant amounts of public money are being spent, including in this case, the underwriting of £3.5m in yearly running costs for decades to come.

In light of our findings and evidence provided by TfL showing flaws in the process, the Committee recommends bidders which expended notable costs are reimbursed and that TfL's internal processes are significantly strengthened to ensure these kinds of mistakes do not happen again.

A handwritten signature in black ink that reads "Len Duvall". The signature is written in a cursive style with a large, prominent 'L' and 'D'.

Len Duvall AM
Chair of the Oversight Committee

Executive summary

In June 2012, the Mayor of London received a letter from the actress and activist Joanna Lumley, requesting a meeting to discuss a proposed Garden Bridge across the Thames. The resulting meeting, between Ms Lumley and the Deputy Mayor for Transport, and the Mayor's Chief of Staff, was the first in a series of discussions throughout 2012 and early 2013 between Ms Lumley, representatives from Heatherwick Studio and high level contacts from the Mayor's Office and TfL. Heatherwick Studio was subsequently awarded the contract for design services for the Garden Bridge.

The process which led to that decision has been the focus of intense scrutiny over the last two years. As more details have emerged about the circumstances surrounding TfL's management of the design contract procurement process, journalists, industry experts and the London Assembly have called into question the objectivity and fairness of TfL's decision making. Despite initial claims by the Mayor and TfL that the process had been robust, the mounting criticism led to an investigation by TfL's internal audit function into the procurement's fairness and objectivity. This came in response to a letter from Caroline Pidgeon MBE AM to Sir Peter Hendy, the then Commissioner of TfL. Unlike other internal audits, where the public only see the conclusion and summary, Sir Peter also pledged to publish the review in full when completed.

The GLA Oversight Committee has held four meetings to shed some light on both the procurement process and the internal audit review. This was not an investigation into the merits or otherwise of a Garden Bridge but instead focused solely on the procurement processes around its design. Our investigation has allowed us to conclude that:

- The Mayor should have been more upfront about the range and nature of contacts between his Office, TfL senior management and Heatherwick Studio.
- TfL did not have a clear idea of the extent of its involvement in the early stages of the project, leading to the decision to run a closed tendering process for the design contract. Senior managers now admit that TfL would have followed a different path if it had had a better understanding of its role earlier in the process.
- There was a series of procedural errors in the procurement process including informal communication between TfL and the selected design firms; questions over how the bids were scored and why it was left to just one individual to score the bids; and the loss of key documents which would have provided a detailed paper trail for the tender evaluation.

We also looked in some detail at the way the internal audit review was carried out. An earlier version of the audit report was leaked to the Committee and a comparison of that document and the published version shows that:

- The final published audit failed to address the original objective and scope of the project. Instead, it judged the process on 'value for money' terms, when the audit's original intention was to assess its openness and transparency.
- The early draft judged that the balance of evidence demonstrated that the fairness and objectivity of the procurement process had been "adversely affected" by the errors in the procurement process. This was totally removed in the published version.
- The conclusion underwent substantial changes to include mitigating statements about TfL's actions in the procurement process, remove criticisms of the process's openness and transparency and insert the value for money judgement.

In short, the earlier, leaked version of the audit report was substantially different in content and tone from the published version. In almost every case, the changes reduce or soften criticism of how senior managers conducted the procurement. Although the main body remained truer to the original, the key findings were not, to our mind, adequately represented in the conclusions and the summary.

We wrote, with cross-party support, to TfL's Audit and Assurance Committee outlining these concerns. We were initially disappointed with the response we received but are more encouraged with subsequent commitments from TfL to do more work on the issue. TfL has committed to a series of actions as a result of its internal audit review, including improving communication between officers and departments at the start of a procurement process; evaluating how tenders are scored with a view to establishing a consistent approach across TfL; and developing a training package on TfL's procurement processes for use by current and future staff. We look forward to a report back on progress against this plan and our recommendations which are set out in the conclusion to this document. External factors will often put pressure on TfL to deliver priority projects. It is TfL's responsibility to ensure it has the processes in place to respond to such projects while still maintaining openness, fairness and transparency in its operations.

This report represents the view of a majority of the Committee. The GLA Conservatives' dissenting views are set out in a minority opinion in Appendix 1 of this report.

1. Introduction

- 1.1 In February 2013, Transport for London (TfL) invited three companies to tender for the design contract for a “pedestrian footbridge” from Temple to South Bank. The three organisations which submitted proposals were Marks Barfield, Wilkinson Eyre and Heatherwick Studio. In April, Heatherwick Studio was awarded the contract, valued at £60,000. The contract was to “secure design advice to help progress ideas for a new footbridge crossing of the River Thames in Central London.”¹
- 1.2 This procurement was the first major step towards the construction of what has become known as the Garden Bridge, a major new landmark proposed for Central London. The Bridge’s current final cost is estimated at £175 million, with a completion date set for mid-2018. According to the Mayor and TfL’s Commissioner for Transport, the project needs to be completed before construction on the Thames Tideway Tunnel begins.² Since October 2013, the construction and future maintenance of the Bridge has been the responsibility of a charity, the Garden Bridge Trust. The Trust has received £60 million in public funding, £10 million of which is in the form of a grant by TfL, with an additional £20 million earmarked as a long-term loan to the Trust. The remaining £30 million has been pledged by the Treasury. In February 2015, the Mayor also committed the GLA to guarantee the ongoing maintenance³ costs of the Bridge should the Garden Bridge Trust fail, potentially costing the Greater London Authority (GLA) an additional £3.5 million a year.⁴
- 1.3 The decision to award the Garden Bridge’s design contract to Heatherwick Studio has been the focus of intense scrutiny over the last two years. The London Assembly’s Budget and Performance Committee considered it as part of its ongoing examination of TfL’s use of commercial sponsorship for public transport projects.⁵ The wider Assembly discussed the project in plenary in June 2015 and it has been the subject of several Mayor’s Questions and a review carried out by the National Audit Office (NAO) into the value for money issues arising from the £30 million grant awarded to the Garden Bridge from central Government.⁶
- 1.4 As more details have emerged about the circumstances surrounding TfL’s management of the design contract procurement process, journalists, industry experts and the London Assembly have called into question the objectivity and fairness of TfL’s decision making.

Why we undertook this investigation

- 1.5 The GLA Oversight Committee is a cross-party group established to scrutinise internal processes of the GLA and its functional bodies. Much of the work of the Committee is about ensuring that decision-making processes within the GLA group of organisations are undertaken properly. Making the GLA group more transparent is a key goal for the Committee. The Committee has published two reports on this theme stressing the importance of transparency and accountability in public bodies. In the 2013 report, it said:

*There are clear benefits to transparency. It can help mitigate the risks of poor practice, poor value for money, reputational damage and even corruption. The public also has a fundamental right to know how public money is being used.*⁷

- 1.6 In response, the Mayor made the following commitment:

*I welcome your report on GLA Group transparency. This is an important part of my agenda and I will continue to emphasise to the GLA Group the importance of prioritising transparency.*⁸

- 1.7 The investigation into the Garden Bridge provided the Committee with an opportunity to address public concerns about how this important contract was awarded, and how TfL dealt with those concerns as they arose. This was not an investigation into the merits or otherwise of a Garden Bridge but instead focused solely on the procurement processes around its design. TfL's internal procedures have been the subject of the Committee's work on several occasions, including discussions on how it meets its duties on equalities, and the quality of its Board-level governance.
- 1.8 In the course of its investigation, the GLA Oversight Committee met representatives from TfL, industry experts and the Mayor of London. These meetings examined both the procurement itself, and the production of TfL's own internal audit review of the process, and are detailed in the table below:

17 September	The GLA Oversight Committee examined the procurement of the Garden Bridge's design contract with Richard De Cani, Managing Director of Planning at TfL, Will Hurst, Deputy Editor of Architects' Journal and Walter Menteth of Walter Menteth Architects.
22 October	The GLA Oversight Committee discussed TfL's internal audit review of the procurement process with Clive Walker, Director of Internal Audit

17 December	The GLA Oversight Committee met with the Mayor of London (who is also Chair of TfL's Board) and the TfL Commissioner to discuss broad strategic issues which had been raised by its past work.
25 February	The GLA Oversight Committee met with Keith Williams, Chair of TfL's Audit and Assurance Committee to discuss that Committee's response to the Oversight Committee letter of 3 December.

1.9 This report summarises the work of the GLA Oversight Committee on this issue. Section 2 looks at the procurement process itself, highlighting the extent of contact between the Mayor, senior management at TfL and Heatherwick Studio, the lack of a clear strategy for the procurement, and the procedural errors that were identified by TfL's own internal audit review. Section 3 explores how TfL's own review of the procurement was produced, and the concerns the Committee expressed about its coherence and independence. Appendix 2 includes a list of documentation TfL provided to help us in our investigation. We are looking for TfL to learn from this experience and improve its processes for the future.

2. The Procurement Process

Mayoral Contact

Key issues

Throughout 2012 and early 2013, the Mayor, his Deputies and TfL held several meetings with Thomas Heatherwick and his employees about the Garden Bridge proposal. These included a meeting between the Mayor, Thomas Heatherwick and a potential major sponsor for the Bridge, less than two weeks before the Invitation to Tender for the Garden Bridge design contract was released. Many of these meetings were only revealed as a result of Freedom of Information (FOI) requests.

- 2.1 In June 2012, the Mayor of London received a letter from the actress and activist Joanna Lumley, requesting a meeting to discuss a proposed Garden Bridge across the Thames. The resulting meeting, between Ms Lumley and the Deputy Mayor for Transport, and the Mayor's Chief of Staff, was the first in a series of discussions throughout 2012 and early 2013 between Ms Lumley, representatives from Heatherwick Studio and high level contacts from the Mayor's Office and TfL.
- 2.2 One meeting in particular has become a focal point of criticism. In early February 2013, the Mayor, the Deputy Mayor for Planning and Policy and the Deputy Mayor for Transport had a 24 hour visit to San Francisco, USA to lobby Apple for sponsorship for several projects in London, including the Garden Bridge. This was paid for by the GLA. Thomas Heatherwick was in the city at the same time and attended the same meeting with Apple to discuss the concept of his design. The Mayor, under questioning, claimed this was nothing more than a coincidence. This trip took place between the 3 and 5 February, just under two weeks before TfL issued its Invitation to Tender for the design of the Bridge to other firms. The Mayor was unsuccessful in gaining financial sponsorship.
- 2.3 Details about this and other meetings were slowly revealed over the last year as a result of a series of FOI requests, Mayoral Questions and an investigation by TfL's internal audit team. Few appear to have been minuted, or included in the Mayor's regular diary notices to the Assembly, and in some cases, the Mayor has been reluctant to outline the discussions which took place. For example, the San Francisco trip was not set out in the Mayor's monthly report to the London Assembly for February 2013 and in response to a Freedom of Information request, it was labelled as a private trip, despite it being funded

by public money. Details of its purpose and those in attendance only came to light as a result of the GLA Oversight Committee questioning the Mayor at its meeting in December 2015.

- 2.4 One of the reasons this degree of contact was problematic was that it gave one potential bidder – Heatherwick Studio – access to more information about the Mayor’s vision for this project. TfL’s Invitation to Tender specified only that it was looking to commission a pedestrian footbridge. In fact, it was clear, as evidenced by TfL Legal Opinion from 8 January 2013, that the Mayor was looking for a Garden Bridge.⁹
- 2.5 TfL Legal had highlighted the level of contact between the Mayor, TfL and Heatherwick Studio as a potential risk to the fairness of the procurement process for the Garden Bridge. On 8 January 2015, it sent a memo to senior management outlining its advice on how the procurement should be managed. In it, it stressed the importance of ensuring a “level playing field” for all contenders.¹⁰

The Mayor should have been more upfront about the range and nature of contact between his Office, TfL senior management and Heatherwick Studio. It took over a year of Assembly requests and meetings to piece together the extent of this relationship. This is contrary to the Mayor’s stated support for greater transparency. It has also given the impression to outside observers that there is ‘something to hide’, even if there is a case to be made for Thomas Heatherwick’s involvement prior to procurement.

The Mayor should also have been more upfront about his preference for a Garden Bridge, rather than just a pedestrian bridge. This would have allowed TfL to give design firms a better steer during the tender process and helped ensure a more level playing field among those competing for the contract. All these factors only reduce public confidence that the procurement process for this potentially iconic landmark was fair and transparent.

A Clear Strategy

Key issues

TfL's role was in constant flux during the early stages of the Garden Bridge development. There was no coherent strategy, which contributed to a series of errors in the initial procurement of the design services contract. TfL acknowledges that it would have followed a different strategy had it known from the start the extent of its involvement in the Garden Bridge.

- 2.6 TfL's decision to base the Garden Bridge design on the outcome of a small-scale design contest between three firms has been criticised as inadequate by industry experts. Walter Menteth, architect and former head of the Procurement Best Practice Sub-Committee for the Royal Institute of British Architects (RIBA) told the Committee that:

*In the normal case one would be seeking to achieve best value by going to the widest possible competition for the broadest range of creative and inventive ideas that could fully explore all the parameters of the requirements being sought by both the authorities and the public. One would do it as transparently and openly as was possible. We do not see that in this.*¹¹

- 2.7 The decision to pursue a limited design contest was taken before TfL understood the full extent of its role in the early stages of the management of the Garden Bridge. TfL initially believed that its role was primarily to get the ball rolling before handing over to a private Trust which would manage the planning and construction of the Bridge. However, delays in setting up the Trust, and the pressure to ensure the Bridge's completion before the Thames Tideway Tunnel construction in 2018, meant that TfL played a greater role in the initial preparations for the Bridge than originally envisaged. TfL's internal audit review identified confusion about its role as one of the key reasons for the errors in the procurement process. The conclusion of the review states:

*TfL's role in the project was unclear from the outset and this was a strong factor in there not being an agreed procurement strategy in place. It is clear that the project would have benefited from a procurement strategy, although the reasons for not having one are understandable.*¹²

- 2.8 Senior management admitted that TfL would have followed a different process if it had had a better understanding of its role earlier in the process. In his oral evidence to the GLA Oversight Committee on 17 September, the Managing Director of Planning at TfL, Richard De Cani, said that the initial conception of TfL's role was to engage with a design firm to look at various

options for a bridge over the Thames. Looking back on the scale of its ultimate involvement in the Bridge, the Managing Director of Planning stated:¹³

If we had known at that stage that we were going to be involved two years later - and that this bridge would have progressed from an initial idea to something that went through planning and was now being delivered by a charitable trust - then we might have adopted a different procurement process. We did not. We have done this in stages, in increments, as we progressed along.

We understand that TfL's role was shifting throughout the early stages of this project, and that a degree of flexibility is important in managing a changing brief. However, this cannot be used as an excuse for not following best practice in procurement when large sums of money are involved. External factors will often put pressure on TfL to deliver priority projects. It is TfL's responsibility to ensure it has the processes in place to respond to 'fast track' projects while still maintaining openness and transparency in its operations. In this case, the organisation clearly fell short of what was expected of it.

Procedural errors in the procurement process

Key issues

TfL's internal audit review outlined several procedural errors in the procurement of the design contract. As well as the lack of clear strategy for the procurement, there were also issues around the scoring of the bids and improper contact with bidders during the process.

- 2.9 TfL's internal audit review of the design contract procurement uncovered a series of smaller, procedural errors made by management during the process. These included:¹⁴
- Informal communication between TfL and the selected design firms, which was contrary to TfL's policy on engagement with bidders. These communications included the release of a design brief to all three firms, discussion with Heatherwick Studio on its day rates, and an informal notification of success to Heatherwick ahead of the formal announcement. The review states that "communications outside of the formal tender process are inconsistent with TfL policy and procedure".

- The technical and commercial evaluation of the three bids for the design contract was undertaken by the same person in TfL Planning. This is inconsistent with TfL procedures and guidance on managing procurements and accepted good practice. The respective roles of TfL Planning and TfL Commercial (in effect, the procurement department) were not well defined at the outset of the procurement process and thus there was some confusion among those departments.
- The documents which would provide a detailed paper trail for the evaluation of the design contract procurement are missing. TfL said that the documents were accidentally destroyed during the process of moving offices.

Taken in isolation, none of the above are major problems. But taken together, these errors give the appearance that TfL consciously decided to disregard its own procurement policies. While the Committee notes TfL's view that this was due to internal confusion about its role, it is not an acceptable excuse for taking shortcuts in how it managed the design contract procurement. These examples provide a clear demonstration of the need for robust procedures that senior managers and staff must adhere to, no matter what the immediate circumstances of the project.

3. TfL's Internal Audit Review

Key issues

TfL's internal audit review of the Garden Bridge procurement process identified several errors, from relatively minor mistakes to larger issues with the management by senior figures within TfL. The draft version of the internal audit review went much further in criticising TfL and suggesting that mismanagement had adversely affected the procurement's objectivity and fairness. These criticisms were removed before the review was finalised and made publicly available.

- 3.1 The Mayor has consistently defended the procurement of design services for the Garden Bridge. For example, in March 2015 when criticisms of the procurement first arose in public, he stated:¹⁵

You have asked whether the procurement process was conducted in a satisfactory way. The answer to that is emphatically yes. Transport for London (TfL) has a lot of experience in managing procurement processes. The competitive tendering and all the rest of it for the design consultants was entirely appropriate. There were three candidates and Heatherwick Studio came out considerably ahead on the criteria.
- 3.2 TfL also initially rejected the Committee and others' criticisms of the procurement process. As mainstream news outlets picked up the story, TfL released a statement saying it was "satisfied a robust and proper process was followed to award this contract."¹⁶
- 3.3 Despite dismissing the initial concerns, the pressure on TfL to justify its decisions continued to grow. In response to a letter from Caroline Pidgeon MBE AM in June 2015, Sir Peter Hendy, former Commissioner of TfL, acknowledged the ongoing concerns of the public and launched an internal audit review of the procurement process. Unlike other internal audits, he also pledged to publish the review in full when completed. If we hadn't secured that commitment, only the conclusion and summary would have been published, which would have given the public a misleading impression of the seriousness of the review's findings.

- 3.4 The audit, which was published in September 2015, gave a mixed picture of the success of the procurement process. Though it identified several errors with the procurement's fairness and transparency (see para 2.9), it concluded that these errors were understandable under the confused circumstances in which the procurement took place:

*"The audit did not find any evidence that would suggest that the final recommendations did not provide value for money from the winning bidders... However, TfL's role in the project was unclear from the outset and this was a strong factor in there not being an agreed procurement strategy in place. It is clear that the project would have benefitted from a procurement strategy... Two different procurement approaches were adopted and, in both procurements, there were some instances where TfL policy and procedure with regard to communication with bidders and tender evaluation were not fully complied with."*¹⁷

Leaked document

- 3.5 Following the release of TfL's internal audit, GLA Oversight Committee Members were sent an email from Will Jennings, an anti-Bridge campaigner and manager of the *Folly for London* website. Mr Jennings attached what he claimed was an earlier draft of the internal audit report which was submitted to Richard De Cani on 22 July 2015. This draft had some substantial differences when compared with the final published version and several mitigating comments had been added. TfL subsequently confirmed that this document was a genuine early draft.
- 3.6 A comparison of the leaked document and the published version shows that:
- The final published audit failed to address the original objective and scope of the project. Instead, it judged the process on 'value for money' terms, when the audit's original intention was to assess its openness and transparency.
 - The early draft also judged that the balance of evidence demonstrated that the fairness and objectivity of the procurement process had been "adversely affected" by the errors in the procurement process. This was totally removed in the published version.
 - The conclusion underwent substantial changes to include mitigating statements about TfL's actions in the procurement process, remove criticisms of the process's openness and transparency and insert the value for money judgement.
 - There were several other changes to the final published draft. In almost every case, the changes reduce or soften criticism of how senior managers conducted the procurement.

- 3.7 In discussion with the GLA Oversight Committee, TfL's Director of Internal Audit said that the changes were agreed as part of the normal process of finalising the internal audit review and that he had final approval of the text. He had also been asked by senior managers to make a determination on value for money, and was unconcerned about the change in focus from fairness and objectivity to value for money as the body of the report still detailed the mistakes found by the original review investigation.¹⁸

Correspondence with TfL Audit and Assurance Committee

- 3.8 In December, the Chair of the GLA Oversight Committee wrote to Keith Williams, Chair of TfL's Audit and Assurance Committee to detail the Committee's concerns (Appendix 3).¹⁹ These related primarily to the process of compiling the final published internal report; how decisions were made to remove or dilute critical statements; and the switch in focus of the audit from fairness and transparency to value for money considerations late in the process.
- 3.9 The response from the Chair of the Audit and Assurance Committee (Appendix 4) conflated the Committee's concerns into two broad themes:
The first is whether the audit report gives the necessary assurance that the procurement was open, fair and transparent and the second is whether it was conducted in an independent fashion."
- 3.10 In terms of the first theme, the Chair (Keith Williams) said:
"I would start by noting that ... some of the summary findings are that a) the procurement approach was appropriate b) there were no issues with regard to the selection of the bidders c) there were no issues with the development of the tender d) there were no issues with the process for developing the invitation to tender but e) there were some issues with the evaluation process and analysis of the tenders in the contract which did not follow procurement policy."
- 3.11 GLA Oversight Committee does not believe that summarising the findings of the internal audit report gives necessary assurance that the procurement was open, fair and transparent. The early draft of the internal audit (i.e. the version agreed before senior management outside TfL's Internal Audit team were asked to comment) concluded that the errors did "adversely" impact on the openness and objectivity of the procurements. This view was repeated in an exchange between the Chair of the GLA

Oversight Committee and the Director of Internal Review on 22 October 2015:

Len Duvall AM (Chair): Taking together all those points, then, these adversely impact on the openness and objectivity of the procurement. Is that true?

Clive Walker (Director of Internal Audit, TfL): Those are a bunch of issues with the procurement.

Len Duvall AM (Chair): Is that true? Taken in the context of those issues, because they were your words, is that true? Is that what took place?

Clive Walker (Director of Internal Audit, TfL): There are certainly a range of issues of things that we found in respect of the procurement that should not be the case. We raised them as issues and we are trying to get action taken –

Len Duvall AM (Chair): Sorry. I am asking if it is true. It is a yes or no. Is it true? Is it true in your professional view as a chief auditor about what took place within this process? Was that true? Do you stand by those issues? You are telling me it is in the report. I am quoting to you where it was clearer in the report and I am quoting that back at you. Is it true?

Clive Walker (Director of Internal Audit, TfL): It is true. Yes, you are right: it is true.

3.12 The response also fails to address the Committee’s specific point on the ‘value for money’ addition. During the editing of the internal review by senior management, the focus of the audit shifted from looking primarily at fairness and transparency to focusing mainly on a value for money conclusion. The value for money conclusion appeared first in drafts dated 6 August, quite late in the process, despite not having been addressed in the evidence gathered by the Internal Review team. The reason this particularly concerns us is that this shift resulted in a more positive tone to the audit’s conclusion than would have been the case had the focus remained on its original objectives of examining fairness and transparency.

- 3.13 The second theme takes up the main body of the letter and is a robust defence of the level and nature of senior management input into the review:
- The letter states that the TfL Audit and Assurance Committee has no reason to doubt the independence of TfL’s audit function, noting that the Chartered Institute of Internal Audit said TfL’s “internal audit has maintained its independence and objectives and this is respected in the business.”
 - The Chair also notes “that it is not unusual for audit reports to go through several drafts and several meetings with management before being issued and I do not see anything wrong with that.”
 - The Director of Internal Audit did not indicate to the Audit and Assurance Committee that his independence was challenged or compromised in any way during the process.

When he attended our meeting on 25 February 2016, TfL’s Chair of the Audit and Assurance Committee stressed several times that he had been particularly keen to assure himself of the independence of TfL’s internal audit function. He, and other external audit experts, have told us that the degree of senior management input into the Garden Bridge document was not unusual. We accept this and we understand that to stifle such exchanges would not be beneficial. There needs to be a productive dialogue between internal audit staff and their subjects, not least to correct inaccuracies in early drafts. It is the discontinuity between the main body of the published internal audit review and its summary and conclusions that concerned us particularly. This altered the tone of the document.

4. Conclusion

Key issues

TfL has in place a number of policies and procedures setting out its requirements for the governance of procurement exercises. In the case of the Garden Bridge, it is clear that these policies and procedures were not fully followed, possibly pointing to a lack of understanding of requirements by the staff concerned. TfL's Commissioner has committed to monitoring the successful implementation of TfL's programme of improvement resulting from its review of the Garden Bridge procurement experience.

- 4.1 TfL's internal audit review of the Garden Bridge outlined a number of measures to ensure that any future process is managed in accordance with TfL's own best practice (see Appendix 5). In particular, senior managers and staff can no longer claim to be ignorant of TfL's own guide to procurement processes. The review states that:²⁰

Individuals involved in the management and delivery of procurement activities are responsible for ensuring they are fully aware of the requirements placed on them and TfL by guidance and statute to ensure best practice is followed. Planning staff involved in procurement activities should make themselves aware of these requirements.

- 4.2 TfL's Commissioner has committed to personally monitoring the implementation of the action plan (see Appendix 5), and stressed the importance of improving TfL's internal processes:²¹

Now, as I have said ... there are some issues within the audit report that we are following up. There is a timeline and actions needed to do just that. I will be scrutinising that in great detail to ensure that those lessons are learned and those actions are taken going forward, as will the one point that is raised by the chair of the Audit Committee. That is my job. That is exactly what I am responsible for doing.

- 4.3 In addition, as a result of our inquiries, the Chair of the Audit and Assurance Committee has examined the procurement, and the internal audit report in greater detail. And he has committed, in his letter of 9 March to asking TfL's external auditors to review how the internal audit exercise was undertaken and whether it complied with good audit practice.

The Committee is pleased that TfL has committed to improving its procurement process, and ensuring its staff is properly briefed on their responsibilities before each procurement takes place. We welcome the response from the Chair of TfL's Audit and Assurance Committee when he appeared in front of us on 25 February 2016 and his subsequent letter of 9 March (Appendix 6). At that meeting, it was clear that he understood the issues, agreed that we were raising valid concerns and intends to do more work on the issue. This constructive attitude seemed at odds with his original letter of 15 December which did not mention any intention to investigate the matter further. This knowledge would have assured us that the Chair was giving proper weight to these issues.

However, we believe that the errors in judgement and process, and the officer actions detailed in this report, would not have come to light without the dedicated work of the wider community, journalists, external experts and the London Assembly. TfL and the Mayor were too quick to defend the original procurement process for the Garden Bridge's design contract, allowing valid concerns to go unanswered and creating genuine doubt about the robustness of the contract. We conclude that the objectivity and fairness of this procurement process was adversely affected by these actions, which casts a shadow on the ultimate outcome.

At the Committee's first meeting on this topic, the Managing Director for Planning suggested that these errors were driven by confusion over the role of TfL, which was originally envisaged as much more limited, and the need to maintain a strict schedule. When placed under pressure, TfL procedures were found wanting. With TfL's budget coming under increasing pressure over the next few years, this is not something which can be allowed to happen again.

Recommendations

We welcome the Commissioner's acknowledgement of the importance of improving TfL's internal processes. Better pre-tender planning should help to ensure that all relevant TfL departments are engaged with how procurement is managed, including ensuring that documentation is kept. The GLA Oversight Committee will monitor the implementation of these recommendations, and we ask that the Commissioner reports progress on the action plan to the Committee within six months.

Specifically, we recommend that:

- in its ongoing work on internal audit, the TfL Audit and Assurance Committee:
 - publishes audit reports in full, not just the summary and conclusions as is now the case; and
 - carries out spot checks to monitor the nature and degree of changes by the audited department to internal audit drafts – with a view to assuring the independence of the function.

- TfL should:
 - consider which other officers or teams, besides the manager of the audited project, should comment on initial drafts of internal audit reports;
 - report back to this Committee on progress against all the recommendations of the published audit report around training, tender evaluation and enforcement;
 - consider introducing a co-ordinated, cross-directorate approval process for the finalisation of procurement decisions. It could require a signature from each of the key directorates at the awarding of major contracts and would have the advantage of avoiding potential disputes between directorates; and
 - consider reimbursing the unsuccessful bidders from the Garden Bridge design contract to compensate them for the time and expense incurred in preparing their proposals for a pedestrian bridge.

- The Mayor’s Office should take responsibility for compiling a written record of all meetings the Mayor holds with external bodies which should include clarity about what capacity he is there in (i.e. as Mayor or as Chair of TfL)

- Where major, priority projects are commissioned by a future Mayor and are not in the Mayor’s Transport Strategy, that the Mayor implements them by directing the TfL board. Making it clear that such projects have a different status would offer two benefits: a) better protection of the respective functional body and its officers in the case of external challenge and b) greater clarity to potential bidders about the status of such projects.

- TfL’s External Auditor and the National Audit Office may wish to consider whether appropriate steps were taken to ensure the public received value for money as a result of the flaws discovered in the procurement process.

Appendix 1 – Minority Report from GLA Conservatives

The GLA Conservatives have been unable to agree to this report. Unfortunately, due to significant time pressure, it is not possible for the Group to write a full minority report that would accurately reflect the way in which we believe the report should have been written. However these points should give a fair reflection of how the report should have been drafted:

- The focus of the report should have been on the difficulty of procurement when a project evolves significantly. This project was a textbook example of this and a focus on the challenges this created and the lessons that TfL should learn from this would have been a very valuable piece of work.
- Instead the report is hugely critical of the project, only referencing in passing the fact that TfL fully accepts that the evolution of the project made it a challenging one. Had this point been more prominent, much of the rest of the report would flow far more clearly.
- Additionally, the Conservative Group believes that the current structure of the report is flawed. The emphasis on a leaked early draft of the audit report is unreasonable and seeking to draw lessons from it ignores the way in which such reports are written. It is entirely normal that a first draft would be written by a junior officer and then improved or corrected by a more senior officer. Attempting to suggest conspiracy in the changes is a huge error and all aspects of the report that focus on this should have been removed.

Clearly, a report that cleaved more closely to the points above would look very different from the report that is being released. Such a report would reasonably produce the following recommendations.

Recommendations

1. In its ongoing work on internal audit, the TfL Audit & Assurance Committee should publish audit reports in full, not just the summary and conclusions as is now the case.
2. TfL should consider which other officers or teams, besides the manager of the audited project, should comment on initial drafts of internal audit reports.
3. TfL should report back to this Committee on progress against all the recommendations of the published audit report around training, tender evaluation and enforcement.

4. The Mayor's office should dramatically improve its recording of details of official Mayoral meetings including attendees and headline topics discussed. This should be easily accessible to GLA Members when it is relevant to GLA Committee business.

Appendix 2 – List of background material

The GLA Oversight Committee has published all documents relating to its work on the Garden Bridge on our website. These include:

Transcripts

Transcripts of meetings from the 17 September 2015, 22 October 2015, 17 December 2015 and 25 February 2016.

TfL documents and correspondence

TfL Audit Review of the Garden Bridge Procurement Process (September 2015).

As a result of its meeting on 17 September 2015, the Chair of the GLA Oversight Committee wrote to TfL to request “all iterations of the internal audit review document of the procurement of design and development services ... alongside any emails or notes relating to the changes that have been made to the document.” TfL complied on the 15th October. The full file, including the earlier draft of the audit dated 22 July (see par 3.5) is available for download on our website at <https://www.london.gov.uk/about-us/london-assembly/london-assembly-publications/garden-bridge-investigation>

After the Oversight Committee’s October meeting with the Director of Internal Audit, TfL released a further set of documents, including notes from the auditors who carried out the Internal Review, and the original legal advice offered by TfL Legal on procurement in January 2013. This submission included a letter to the Chair of the GLA Oversight Committee, and five appendices, which are also available on our website.

Correspondence between the GLA Oversight Committee and TfL’s Audit and Assurance Committee is included in Appendix 3, 4 and 5 of this report, and is also available on our website.

Appendix 3 – Letter to TfL Audit and Assurance Committee

Keith Williams

Chair of TfL's Audit and Assurance Committee

3 December 2016

Dear Mr Williams

TfL's internal audit review of the Garden Bridge design procurement

I am writing to you as Chair of the GLA Oversight Committee to outline our concerns about how the internal audit on the procurement process for the Garden Bridge design contract was carried out. The specific points relate to the TfL 90711 Design Services, awarded to Thomas Heatherwick Studios, which has been the subject of two meetings of the GLA Oversight Committee in September and October of this year.

These concerns relate primarily to the process of compiling the final published internal report; how decisions were made to remove or dilute critical statements; and the switch in focus of the audit from fairness and transparency to value for money considerations late in the process.

The GLA Oversight Committee has a wide ranging brief including several internal responsibilities related to staffing and approving scrutiny expenditure. It also deals with and determines any questions, issues or other matters not falling within the approved subject area and terms of reference of any other committee. It is under this remit that the GLA Oversight Committee has examined issues related to the Garden Bridge procurement.

One of the themes which the GLA Oversight Committee often returns to is transparency. In 2013, the Committee published a report, *Transparency in the GLA Group*, which stressed the importance of transparency and accountability in public bodies:

There are clear benefits to transparency. It can help mitigate the risks of poor practice, poor value for money, reputational damage and even corruption. The public also has a fundamental right to know how public money is being used.

In the spirit of this drive for greater transparency, we ask that our concerns are taken into consideration at the next Audit and Assurance Committee, on 8 December.

Background to the GLA Oversight Committee's work on the Garden Bridge

On 17 September, the GLA Oversight Committee examined the procurement of the Garden Bridge's design contract with Richard De Cani, Managing Director of Planning at TfL, Will Hurst, Deputy Editor of *Architects' Journal* and Walter Menteth of Walter Menteth Architects. Concerns had been raised about the fairness and transparency of the process after a series of documents were released to Will Hurst under the Freedom of Information Act. Although TfL had declared that it was satisfied that the process was robust, Sir Peter Hendy, former Chief Executive of TfL, ordered an internal audit review of the procurement and agreed to publish the results. The audit report was released to the public on 16 September and formed the basis of our Committee's discussion on the 17th.

Following this meeting, GLA Oversight Committee Members were sent what appeared to be an earlier draft of the internal audit review which had been submitted to the Managing Director of Planning at TfL on 22 July 2015. Once the draft was confirmed as authentic, I wrote to TfL on 30 September to request *"all iterations of the internal audit review document of the procurement of design and development services for the Temple to South Bank Footbridge Project, alongside any emails or notes relating to the changes that have been made to the document."* TfL complied on the 15th October, with a 470 page hard copy submission.

It was clear that substantial changes had been made by senior management to the original draft presented to them by the Internal Audit team on the 22 July. The GLA Oversight Committee requested that Clive Walker, Director of Internal Audit, appear before the Committee on 22 October. Our concerns relate to the changes to the report suggested by senior management and agreed to by Mr Walker, and Mr Walker's evidence to the Committee in October.

Issue 1 – Focus of the Audit

We are concerned that the focus of the audit has changed over the course of the review. The original Audit Objective agreed was to

“provide assurance that the procurements of the design and development services for the Temple to South Bank footbridge Project are undertaken in accordance with procurement regulations and approved procedures and were open, fair and transparent.”²²

This scope was reproduced in each subsequent Internal Review report, and formed the basis of the original conclusion reached by the Internal Review team in the 22 July draft (ie before it was changed by senior management). This conclusion stated that *“there were a number of instances where the procurements deviated from TfL policy and process and OJEU guidance [...] and, taken together, these adversely impact on the openness and objectivity of the procurements”*.

Following that draft, the focus of the audit appears to have shifted from looking primarily at fairness and transparency to focusing mainly on a value for money conclusion. Despite the Objective and Scope of the Audit remaining the same in subsequent versions, the conclusion in the 15 September (ie final) draft stated, *“The audit did not find any evidence that would suggest that the final recommendations did not provide value for money from the winning bidders”*.

In his oral evidence to the Oversight Committee in September, TfL’s Managing Director of Planning stressed the value for money conclusion several times as the ultimate mitigation for criticisms of the procurement process. For example, *“What this audit has confirmed is that that initial procurement was robust. It did offer value for money and it was acceptable for the job that we were doing at that time.”*

From evidence heard by the Committee, it appears that the suggestion to focus on value for money did not come from the Internal Audit team. In describing the sequence of events, the Director of Internal Audit said that, following initial drafts of the report, senior management asked him if there was anything that could be said on the issue of value for money. The Director of Internal Audit formulated the value for money judgement, and it appeared first in drafts dated 6 August, quite late into the process, and despite not having been addressed in the evidence gathered by the Internal Review team. Mr Clive Walker said that:

“I do not think we did really change the focus of the report. The actual issues that are raised are all around matters of transparency and openness, issues like the fact that there was contact with one of the bidders to ask them to drop their price when others were not contacted and so forth. The main issues that are in the report are about issues of transparency and openness”.

We do not believe that this constitutes an adequate explanation for the apparent switch in focus of the audit. The reason the Commissioner had the audit undertaken was to give reassurance that the procurement had been fair and transparent and that rules had not been breached in order to achieve a predetermined outcome. Given the changes and the sources of these changes we do not consider that the Audit report can provide such reassurance and doubts about the openness and transparency of this procurement process remain.

Issue 2 – The conclusion

The 22 July draft includes the amended conclusion reached by the Internal Review team. It summarised a list of errors found over the course of the review before reaching its final conclusion on openness and objectivity (ie “*taken together, these adversely impact on the openness and objectivity of the procurements*”). The list of errors included:

- There was no procurement strategy to manage and deliver each procurement;
- There were informal contacts with individual bidders in each procurement; and
- There was a lack of clear segregation of duties between TfL Planning and TfL Commercial in the evaluation of TfL 90711 Design Services;

Once the draft was circulated to senior management, the conclusion underwent substantial changes. The summary of errors was removed, as was the finding on openness and objectivity. The conclusion was also re-written to include mitigating statements about TfL’s actions in the procurement process, which arguably contradict the findings contained in the body of the report. For example:

“For these procurements the approach was not agreed at the outset, TfL’s role in the project was unclear and this was a strong factor in there not being an agreed strategy from the commencement... However, the audit did not identify any issues that would suggest that the final recommendation in both cases was not sound.”

This statement appears questionable in light of the original conclusion which stated that the fairness and transparency of the procurement process had been compromised.

It is notable that the conclusion in the final audit report also forms the basis of its executive summary. We believe that neither the conclusion nor the executive summary accurately reflect the critical findings contained in the body of the published report, and don’t therefore include the most

important criticisms of both individual and organisational conduct during this procurement process.

Issue 3 – Senior Management input

In examining this issue, a broader concern has arisen among Committee Members about the degree of influence senior managers, who are the subject of a review, have over both its findings and conclusions. From our analysis of the audit trail, it appears that substantial changes were suggested by the Managing Director of Planning, whose personal conduct and that of his department were a major focus of the review. Ultimately, the original draft completed by the Internal Review team raised significant questions about his role, yet it appears that he was allowed to suggest changes which eased or removed that criticism completely.

The Committee understands that the Director of Internal Audit had the final say on all changes related to the draft before publication. However, the degree of change, and the lack of any clear justification for the extent of the changes agreed to by the Director of Internal Audit raises questions about the ultimate independence of the audit's findings.

In summary, while we welcomed Sir Peter Hendy's quick response to concerns raised by Assembly Members and others in connection with the procurement of the Garden Bridge design contract, we are disappointed with the way it was carried out. Our letter highlights three main issues:

- We are concerned about the switch in focus of the audit to value for money. We do not consider that the final Audit report provides adequate reassurance about the process and we continue to have doubts about the openness and transparency of this procurement exercise;
- We believe that the executive summary and the conclusion do not accurately reflect the audit's actual, and more critical, findings as set out in the main body of the published report; and
- The number and tone of changes to previous drafts of the audit report suggested by the Director of Internal Audit raises questions about the ultimate independence of the audit's findings.

I would be grateful if you would raise these issues with the Audit and Assurance Committee during discussion of the Internal Review report at your meeting on 8 December. We would also welcome a response from the Committee to these concerns.

Appendix 4 – Response from TfL Audit and Assurance Committee (December 2015)

Len Duvall AM

Chair of the GLA Oversight committee

15 December 2015

Dear Mr Duvall

TfL's internal audit review of the Garden Bridge design procurement

Thank you for your letter of 3 December 2015. I note the concerns of the GLA oversight committee in respect of the above project. This was discussed at a meeting of TFL audit committee last week and subsequently in a private meeting which the committee members had with the Director of Internal audit. The members of the committee agreed that I should write to you with a summary of their thoughts and discussions.

I understand the substantial amount of public interest in the project which has sometimes strayed into the political arena. In the light of that interest it is important that your concerns are fully addressed and this was indeed the intent of TfL through its commissioner in establishing the audit.

Your letter has expressed three main concerns- the focus of the audit, the conclusion of the audit and the degree of senior manager input into the audit (you have highlighted your concerns in bold in your letter).

If I may, I would summarise the nature of the concerns as falling into two broad areas. The first is whether the audit report gives the necessary assurance that the procurement was open fair and transparent and the second is whether it was conducted in an independent fashion.

I should like to take the second concern first. As you know TfL operates a large internal audit function and one of the primary roles of the audit committee is to satisfy itself of its independence. We have no evidence to suggest that this is not the case. Indeed I would note that in May this year the Chartered Institute of Internal audit noted that within the TfL organisation

"Internal audit has (still) maintained its independence and objectives and this is respected in the business".

I note your comments on the various changes which were made to the report before its issue and want to address that. I am aware (I have been involved in financial oversight for more than thirty years) that it is not unusual for audit reports to go through several drafts and several meetings with management before being issued and I do not see anything wrong in that or in itself to suggest a lack of independence on the part of the Head of Internal Audit.

Is part of the assessment of its independence the Audit committee meets each year with the Director of Internal Audit in order that he might relay any concerns that he may have. This is part of good audit practice and the meeting was already scheduled and held as planned on 8 December.

The Director of Internal Audit did not indicate to the committee that at any stage with regard to the audit that his independence was challenged or compromised in any way.

With regard to your (first) concern about whether the audit report adequately addresses the issue of reassurance on openness, fairness and transparency I would start by noting that the some of the summary findings are that a) the procurement approach was appropriate b) there were no issues with regard to the selection of bidders c) there were no issues with the development of the tender d) no issues with the process for developing the invitation to tender but e) there were some issues with the evaluation process and analysis of the tenders in the contract which did not follow procurement policy.

I know that the management of TfL are very keen to learn from any lessons that might be taken from this last finding. I have agreed with the new commissioner that this part of the audit report should be further followed up by him and his senior team and presented back to and examined by the audit committee in due course.


Keith Williams

Appendix 5 – TfL Action Plan

TfL has agreed to two sets of actions. The first were set out in the internal audit review of September 2015 and are as follows:

Pre-tender briefing

At the start of any procurement, and depending on the size and level of risk, TfL Commercial should brief all staff involved in the process giving clear instructions relating to:

- The process that will be followed;
- Roles and responsibilities;
- The documentation they will be expected to produce and provide to TfL Commercial; and
- Escalation procedures for reporting non-compliance.

This briefing will emphasise the rules of engagement with bidders and the need for segregation of duties during the evaluation of bids.

Training package

TfL Commercial will develop a training package on TfL's procurement processes for use by staff who are not familiar with them, and for staff who are new to TfL. The purpose of this training material should be to raise awareness of the guidance available, the policy and procedure that must be followed and the potential ramifications of non-compliance.

Tender evaluation

We have been informed by TfL Commercial that over the past year the Commercial Centre of Excellence (now called Commercial Strategy and Performance) have led a piece of work to identify the methods of tender evaluation across TfL and Crossrail and to use best practice to develop a consistent approach to bid evaluation. The new approach has been mandatory since October 2015.

Enforcement

TfL Commercial should be robust in ensuring that issues in relation to the procurement process are highlighted on a timely basis and escalated as

appropriate to ensure action is taken to mitigate any breaches of policy or procedure.

Additional actions from TfL's Audit and Assurance Committee

A second set of actions was set out in the letter of 9 March from the Chair of TfL's Audit and Assurance Committee and include:

- Re-examining key decisions made during the procurement process. On 8 March 2016, the Audit and Assurance Committee discussed the findings of the internal audit with TfL's Managing Director of Planning, providing additional clarity on some issues raised during our investigation..
- Requesting that TfL's External Auditors review how the internal audit of the Garden Bridge was carried out. The review will focus on whether the audit was conducted in accordance with good Audit practice and will set out any lessons that can be learned as a result.
- Putting more emphasis on auditing procurement practices across TfL as part of the Committee's work programme for 2016/17.

Appendix 6 – Response from TfL Audit and Assurance Committee (March 2016)

Len Duvall AM

Chair of the GLA Oversight committee City Hall

9 March 2016

Dear Mr Duvall

TfL's internal audit review of the Garden Bridge design procurement Audit meeting 8 March

When I appeared before the GLA oversight committee I agreed that I would send you a summary of the matters arising from the TFL Audit committee on 8 March as they relate to the Garden Bridge.

I have broken the summary into three a) discussions on matters arising from the audit to include specific questions raised by your committee b) status of a follow up by external auditors on the audit process relating to the Garden Bridge and c) status of follow up by management on management actions arising from the audit.

A. Questions relating to the Garden Bridge project.

The committee covered the following points:

1) The role of Thomas Heatherwick ("TH") and the initial procurement of design services in March 2013.

The appointment was awarded by Planning and was in conformance with TFL procurement processes. Under TFL procedures the procurement of the design services had to be conducted with TFL commercial department involvement and competition must be involved. It did not require that the bids were individually scored.

Both of the required policies were adhered to fully. However there were some issues with the process. Firstly there was no procurement strategy. The rationale has been explained by several different officers at TFL. TFL was unclear as to the nature of the project and desired to put in place a preliminary exercise to look at concepts- the fee for which had been

capped at £60,000. Any strategy document would have made this clear and been helpful.

Additionally there was some contact with bidders outside the evaluation process which did not follow TfL's procurement processes. In particular there was communication with TH after the bids were received. This was for clarification and therefore did not impinge upon the decision to award the project to TH. Nevertheless it was not in accordance with TFL process. These issues were properly picked up and highlighted in the audit drafts and in the final version of the audit report.

The initial draft of the audit report included a misunderstanding regarding the applicable procurement process – it was stated that the procurement needed an OJEU process (it did not as it was £60,000 when the cut off for OJEU procurement was £150,000). The initial draft of the report had included legal advice on OJEU procurement requirements which was given on 8 January. This was before the contract for design services was issued. The Audit report also concluded incorrectly that it required a panel sign off which it did not in view of the size of the contract.

These issues were rightly corrected following comments on the draft audit report from TfL management. It is normal audit practice for Audit reports to be redrafted in order to make sure they are accurate.

The misunderstanding in the draft audit report of the governance required on the contract is unhelpful in explaining the role of Richard de Cani. RDC had the authority to award the contract but agreed it with Michele Dix as TFL Managing Director of Planning beforehand. This point is not covered in the final audit report as the role of RDC was not being questioned at the time. The extent of his role was discussed with the Audit Committee by the Internal Audit team.

There is one further aspect of the TH contract which the committee covered and which I mentioned in my evidence to the GLA oversight committee.

Given that any appointment on the initial design would be important to the project for the technical design prior to any planning application, it might be thought that the larger project should have been taken into account at the beginning at the award for Design services.

There are two reasons given to the committee as to why this was not the case. The first is that the TFL contract with TH had been specific and had ended in July 2013 with the intellectual property rights to the products of that work clearly defined and that TH had no say on the award of the

second contract and (furthermore) it was made clear to the bidders on the technical design that they could subcontract to whomever they wanted for any further work. The second reason was that all parties to the second contract bids had full access to all of TH's initial design work and therefore were free to choose the subcontract partner.

2) The appointment of Arup to the technical design project

The project went through a full tender process and evaluation which involved a joint panel from Planning and Commercial in accordance with TFL policies. The procurement was carried out using the Engineering and Project Management Framework (EPMF). The EPMF was properly advertised in the OJEU. This is key to proper procurement.

However there were again some failings in the process including the request made to Arup to review their fees when none of the other bidders were asked to do the same. It is good commercial practice and TFL policy to ask all second round bidders for a Best and Final Offer. The understanding of the committee is that there were five bidders still in the process at this point.

The explanation given to the committee is that Arup were by far the best Technical bid but needed to firm up on price. I can see the argument that as this was a procurement for services and needed the best technical supplier that this was paramount (TFL had weighted the award criteria 70% towards technical). We can therefore understand that the steps taken by TFL might be reasonable in the circumstances. The explanation given is that they did not want to waste the time of the other bidders. However this was clearly poor commercial practice and everyone at TFL I have spoken to regrets that proper process was not followed. It is a point which has been made to and accepted by TFL management.

It has been also noted that TFL accepted some information from Arup after the deadline for bids had been reached. Again this was not usual process. As a committee we do see that this was a failure of process but cannot see that it produced unfair advantage given the nature of the of the information.

The committee discussed the scoring of the contract and was satisfied that this was done correctly. However it should be noted that the individual notes made by the Panellists during the technical scoring session had been kept for some time but were disposed of before the Audit, These were not the related to the scoring itself but to individual notes.

3) Was the project procurement open, fair and transparent in accordance with good procurement policies

In the first draft of the audit report Internal Audit wrote that there were several deviations from procurement process in that there was a) no procurement strategy b) there were informal contacts with individual bidders c) there was lack of segregation of duties on the design project (though this is an erroneous comment) and d) there were incomplete records.

The first draft then went on to say that *“taken together these adversely impact on the openness and objectivity of the procurements”*. Clive Walker has said to the GLA oversight committee and to TFL audit committee on behalf of Internal Audit that this was omitted from the final paper because it was repeating what was effectively in the report.

The final Audit Report concluded that *“there were some instances where TfL policy and procedure with regard to communication with bidders and tender evaluation were not fully complied with”*.

The Audit was not formally rated by Internal Audit as it was a review requested by the Commissioner and was not meant to be a standard audit.

In your questions to me at the GLA oversight committee you raised the question as to why the emphasis of the audit had been changed to one of value for money. Clive Walker as Director of Internal Audit has given evidence to both the GLA oversight committee and, as he confirmed to you on 22 October 2015, in his opinion, taken together, the issues identified by the audit adversely impact on the openness and transparency of the procurements. As a committee we concur with what Clive said.

B) Follow up on the audit process

At the meeting yesterday the committee requested that the External Auditors review the conduct of the Internal Audit of the Garden Bridge. The purpose of the review will be to confirm whether or not the audit was conducted in accordance with good Audit practice and to learn any lessons which might be come from their review.

C) Follow up by management

Management actions have been agreed and are being taken forward to ensure that established processes are followed in the future. These issues are not being taken lightly by TfL. The committee is aware from my

discussions with Mike Brown and his team that they are very keen to learn from any lessons that might be taken from the Audit findings.

It is clear that if all TFL's policies and procedures had been complied with that the procurement process would have been better and TFL commercial have already issued guidelines to managers on procurement and procurement policy. In behalf of the committee I have reviewed these guidelines.

At the TFL Audit committee meeting yesterday we also reviewed to Audit Plans for 2016/17 to ensure that the Internal Audit team will spend sufficient time reviewing both the general compliance with Procurement policies and adherence to Procurement policies on specific projects,

The next meeting of the TFL Audit committee is scheduled for June 14 2016 at which time we will discuss the External Auditors report into the Audit of the garden Bridge. The committee will shall share any findings from that report with the GLA oversight committee as appropriate.



Keith Williams

Endnotes

- ¹ Invitation to Tender for Bridge Design Consultancy, TfL, February 2013, pg 16
- ² Transcript of the GLA Oversight Committee meeting, 17 December 2015
- ³ In June 2013, the TfL Commissioner, Sir Peter Hendy, said that the Bridge “would be funded by third parties and our contribution is limited to enabling costs associated with securing the necessary consents and approvals. TfL has no budget to build or maintain the bridge” – Commissioners Report, TfL, 3 July 2013, pg 34
- ⁴ Letter from Fiona Fletcher Smith, GLA to Bee Emmot, Garden Bridge Trust, 18 February 2015
- ⁵ *The Viability of Sponsored Transport Schemes*, London Assembly Budget and Performance Committee, November 2014, pg 10
- ⁶ Letter from National Audit Office to Gareth Thomas MP, 7 January 2016
- ⁷ *Transparency of the GLA Group*, GLA Oversight Committee, June 2013, pg 7
- ⁸ Letter from the Mayor of London to John Biggs AM on *Transparency of the GLA Group*, 24 September 2014
- ⁹ Garden Bridge – Procurement Issues and Powers, TfL Legal, 8 January 2013, pg 3
- ¹⁰ Garden Bridge – Procurement Issues and Powers, TfL Legal, 8 January 2013, pg 3
- ¹¹ Transcript of the GLA Oversight Committee meeting, 17 September 2015
- ¹² Internal audit review of the Garden Bridge procurement process, TfL, 15 September 2013, pg 1
- ¹³ Transcript of the GLA Oversight Committee meeting, 17 September 2015
- ¹⁴ Internal audit review of the Garden Bridge procurement process, TfL, 15 September 2013
- ¹⁵ Mayors Question 2015/0879 (Oral) – the Mayor has discussed various aspects of the Bridge’s design, construction and operation with Assembly Members during monthly Mayors Question Time meetings. Examples of issues raised can be found in the following Mayors Questions: Question 2014/3558, Question 2013/3413, Question 2015/3125, 2016/0379 and Question 2015/0880.
- ¹⁶ ‘Osborne faces probe over £30m garden bridge grant’, The Guardian, 12 September 2015
- ¹⁷ Internal audit review of the Garden Bridge procurement process, TfL, 15 September 2013
- ¹⁸ Transcript of the GLA Oversight Committee, 22 October 2015
- ¹⁹ Letter from the Chair of the GLA Oversight Committee to TfL’s Audit and Assurance Committee, 3 December 2015
- ²⁰ Internal audit review of the Garden Bridge procurement process, TfL, 15 September 2013
- ²¹ Transcript of the GLA Oversight Committee meeting, 17 December 2015
- ²² Memo from Director of Internal Review to the Managing Director of Planning, 16 June 2015 – submitted to the GLA Oversight Committee by TfL on 20 November 2015

Most of the above material can be accessed here: <https://www.london.gov.uk/about-us/london-assembly/london-assembly-publications/garden-bridge-investigation>

Orders and translations

How to order

For further information on this report or to order a copy, please contact Ian O' Sullivan on 02079836540 or email ian.osullivan@london.gov.uk

See it for free on our website

You can also view a copy of the report on the GLA website:

<http://www.london.gov.uk/mayor-assembly/london-assembly/publications>

Large print, braille or translations

If you, or someone you know, needs a copy of this report in large print or braille, or a copy of the summary and main findings in another language, then please call us on: 020 7983 4100 or email:

assembly.translations@london.gov.uk

Chinese

如您需要这份文件的简介的翻译本，
请电话联系我们或按上面所提供的邮寄地址或
Email 与我们联系。

Vietnamese

Nếu ông (bà) muốn nội dung văn bản này được dịch sang
tiếng Việt, xin vui lòng liên hệ với chúng tôi bằng điện
thoại, thư hoặc thư điện tử theo địa chỉ ở trên.

Greek

Εάν επιθυμείτε περίληψη αυτού του κειμένου στην γλώσσα
σας, παρακαλώ καλέστε τον αριθμό ή επικοινωνήστε μαζί
μας στην ανωτέρω ταχυδρομική ή την ηλεκτρονική διεύθυνση.

Turkish

Bu belgenin kendi dilinize çevrilmiş bir özetini
okumak isterseniz, lütfen yukarıdaki telefon
numarasını arayın, veya posta ya da e-posta
adresini aracılığıyla bizimle temasa geçin.

Punjabi

ਜੇ ਤੁਸੀਂ ਇਸ ਦਸਤਾਵੇਜ਼ ਦਾ ਸੰਖੇਪ ਅਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਕੌਣਾ
ਚਾਹੋ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਇਸ ਨੰਬਰ 'ਤੇ ਫ਼ੋਨ ਕਰੋ ਜਾਂ
ਦੁਆਰੇ ਦਿੱਤੇ ਡਾਕ ਜਾਂ ਈਮੇਲ ਪਤੇ 'ਤੇ ਸਾਨੂੰ ਸੰਪਰਕ ਕਰੋ।

Hindi

यदि आपको इस दस्तावेज़ का सारांश अपनी भाषा में
चाहिए तो उपर दिये हुए नंबर पर फोन करें या उपर दिये
गये डाक पते या ई मेल पते पर हम से संपर्क करें।

Bengali

আপনি যদি এই প্রতিবেদন একটি সারাংশ নিজের ভাষায় পেতে চান,
তাহলে দয়া করে যেন করবেন অথবা উল্লিখিত ডাক ঠিকানায় বা
ই-মেইল ঠিকানায় আমাদের সাথে যোগাযোগ করবেন।

Urdu

اگر آپ کو اس دستاویز کا خلاصہ اپنی زبان میں
درکار ہو تو، براہ کرم نمبر پر فون کریں
یا مذکورہ بالا ڈاک کے پتے یا ای میل
پتے پر ہم سے رابطہ کریں۔

Arabic

للحصول على ملخص لهذا التقرير بلغة
فترجاء الاتصال برقم الهاتف أو الاتصال على
العنوان البريدي أو عن طريق البريد
الإلكتروني أعلاه.

Gujarati

જો તમારે આ દસ્તાવેજનો સાર તમારી ભાષામાં
જોઈતો હોય તો ઉપર આપેલ નંબર પર ફોન કરો
અથવા ઉપર આપેલ ટપાલ અથવા ઈ-મેઈલ સરનામા
પર અમારો સંપર્ક કરો.

Greater London Authority

City Hall
The Queen's Walk
More London
London SE1 2AA

Enquiries 020 7983 4100
Minicom 020 7983 4458

www.london.gov.uk

This publication is printed on recycled paper

MAYOR OF LONDON

Len Duvall AM

Chair of the GLA Oversight Committee
City Hall
The Queen's Walk
More London
London SE1 2AA

Our ref: MGLA310316-8386**Date:** 03 MAY 2016

Dear Len

Thank you for your letter which was received on 31 March about regarding the GLA Oversight Committee's investigation and subsequent report into *The Garden Bridge Design Procurement*.

This report contained a number of recommendations and the Transport Commissioner, Mike Brown MVO, will respond to you directly on the recommendations that relate to Transport for London. I am responding to you on the remaining recommendations as set out below.

- a) The Mayor's Office should take responsibility for compiling a written record of all meetings the Mayor holds with external bodies which should include clarity about what capacity he is there in (i.e. as Mayor or as Chair of TfL).**

Minority report recommendation from the GLA Conservatives

- b) The Mayor's office should dramatically improve its recording of details of official Mayoral meetings including attendees and headline topics discussed. This should be easily accessible to GLA Members when it is relevant to GLA Committee business.**

As you are aware, there is no statutory duty to compile a written record of all meetings that the Mayor holds with internal or external stakeholders and my concern is that it may hinder free and frank discussion if all meetings are formally recorded as set out above. However, the new Mayor will need to carefully consider whether they wish to take your recommendation forward.

I am proud to have run a transparent administration throughout my two terms as Mayor. I have formally published my list of key engagements in each Mayor's Report to the Assembly despite there being no statutory requirement to do so. On the occasion where I have not listed a particular meeting in the Mayor's Report, this has been to avoid prejudicing commercial interests or when that meeting was held to discuss an emerging proposal.

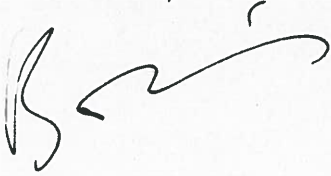
You will be aware that I have also been open and transparent when responding to Freedom of Information requests about my diary and as a consequence the Mayoral Diary is publically available on the Greater London Authority website.

MAYOR OF LONDON

- c) Where major, priority projects are commissioned by a future Mayor and are not in the Mayor's Transport Strategy, that the Mayor implements them by directing the TfL board. Making it clear that such projects have a different status would offer two benefits: a) better protection of the respective functional body and its officers in the case of external challenge and b) greater clarity to potential bidders about the status of such projects.

I would suggest raising this matter again with the new Mayor who will need to consider carefully whether they wish to take your recommendation forward.

Yours ever,



Boris Johnson
Mayor of London



Len Duvall OBE AM
Chair of the GLA Oversight Committee
City Hall
The Queen's Walk
London
SE1 2AA

Mike Brown MVO
Commissioner of Transport

Transport for London
Windsor House
42-50 Victoria Street
London SW1H 0TL

Phone 0343 222 0000
www.tfl.gov.uk

04 May 2016

Dear *Len*

The Garden Bridge Design Procurement

Thank you for your letter of 22 March.

Our Internal Audit team conducted an extensive and independent review of the two procurement exercises. As was presented to the GLA Oversight Committee, we have published the findings of this review on our website, including a series of recommendations. We are putting a plan of management actions into effect in response to these recommendations and I would be happy to update the Committee on this in due course.

The GLA Oversight Committee's report makes a number of recommendations to TfL in particular. My response to these is below.

1 TfL's Audit and Assurance Committee should publish audit reports in full, not just the summary and conclusions as is now the case.

Our Internal Audit team has an extensive work programme that leads to the production of a large volume of work. It is because of the volume of this work that the content of reports is summarised to allow our Audit and Assurance Committee to focus on the most important findings including where activities are being run well, and where management action is required.

While all reports are not published as a matter of routine, we regularly publish summaries of the scope and findings of all reports produced by Internal Audit and will always share internal audit reports with the public on request unless there are specific legal or commercial grounds for confidentiality. These reports can be requested by emailing internalaudit@tfl.gov.uk.

- 2 TfL's Audit and Assurance Committee should carry out spot checks to monitor the nature and degree of changes by the audited department to internal audit drafts – with a view to assuring the independence of the function.**
- 3 TfL should consider which other officers or teams, besides the manager of the audited project, should comment on initial drafts of internal audit reports.**

I am wholly satisfied with our internal audit processes, which were highlighted in May 2015 by the Chartered Institute of Internal Auditors as a model of how to organise a successful internal audit function.

I have no concerns about the independence of our Internal Audit team and the way it carries out its function. I am satisfied that our current processes allow the right teams to comment on draft audit reports, helping to ensure the accuracy of reports while maintaining independence in line with best practice.

In light of the GLA Oversight Committee's concerns, our Audit and Assurance Committee requested at its meeting on 8 March that our External Auditors review how the internal audit of the Garden Bridge design procurements was carried out. The purpose of this review will be to confirm whether or not the audit was conducted in accordance with good audit practice and to identify any lessons which might be learned. We will publish the results of that review and I am sure that they will help our Audit and Assurance Committee to determine how they wish to carry out their oversight of our audit function in future.

In addition, in accordance with Public Sector Internal Audit Standards, the Internal Audit team are subject, every four years, to an external assessment by a qualified, independent assessor. The last such review was carried out in 2012, and the next external assessment will take place later this year. I have asked that the assessment specifically include this issue and the Internal Audit team will act on any recommendations that may emerge from that review.

- 4 TfL should report back to the GLA Oversight Committee on progress against all the recommendations of the published audit report around training, tender evaluation and enforcement.**

We are putting a plan of management actions into effect in response to the recommendations in our internal audit report and I would be happy to update the Committee on this in due course.

- 5 TfL should consider introducing a co-ordinated, cross-directorate approval process for the finalisation of procurement decisions. It could require a signature from each of the key directorates at the awarding of major contracts and would have the advantage of avoiding potential disputes between directorates.**

As I explained in my letter of 29 January, our major procurement decisions are reviewed and approved by the Board and its Committees in accordance with TfL's Standing Orders, which are available on our website and are in line with best practice for corporate governance.

I am satisfied that our processes for approving and finalising procurement decisions are appropriate and in line with best practice. Our structure of Boards and delegated procurement authorities encourages valuable input from across the organisation. It also provides senior officers with the authority they need to do their jobs efficiently and ensures the highest standards of openness, fairness and transparency are maintained.

- 6 TfL should consider reimbursing the unsuccessful bidders from the Garden Bridge design contract to compensate them for the time and expense incurred in preparing their proposals for a pedestrian bridge.**

I have given consideration to this issue as requested by the Committee. I consider that it was entirely appropriate for TfL to have invited bidders to participate in the design contract procurement and the outcome was appropriate and fair. In these circumstances I do not consider that it would be appropriate to compensate unsuccessful bidders for their costs in participating in that process.

I am grateful for the work that the GLA Oversight Committee has undertaken on this issue and I would like to assure you that I am committed to follow through on the actions that we have committed to take in the light of the internal audit report and the Committee's work.

Yours sincerely

David Regan

MB

Mike Brown MVO

cc. Keith Williams, Chair of the TfL Audit and Assurance Committee



National Audit Office

Comptroller and Auditor General
Sir Amyas Morse KCB

Gareth Thomas MP
Committee of Public Accounts
House of Commons
London
SW1A 0AA

Helping the nation spend wisely

Telephone +44 (0)207 798 7777
Facsimile +44 (0)207 798 7990
Email amyas.morse@nao.gsi.gov.uk

Reference GF/1302/15
Date 7 January 2016

Dear Gareth,

THE GARDEN BRIDGE

Thank you for your letter of 13 October 2015 concerning the proposed 'Garden Bridge' in London. I wrote to you on 16 October to confirm that the Chair of the Public Accounts Committee had asked us to look at the Department's rationale, including any underpinning VFM assessment, for providing £30 million to this project and to report back on any concerns arising.

We have now completed our consideration and I am pleased to report our findings.

We have restricted our work to the value for money issues arising from the Department's grant. To be clear, we have specifically omitted from our scope concerns over the procurement process for the bridge design, which have been subject to an internal audit by TfL and are within the remit of the London Assembly and Greater London Authority (GLA) Oversight Committee. Our report is based on inquiries with the Department, documents provided by them, and reports made available publicly by TfL.

Our review has identified the following areas of concern over the value for money case for the Department's £30 million grant.

1. Should the project fail, the Department is at risk of having obtained no substantial benefits in return for its grant, particularly in respect of the £10m earmarked for pre-contract works.

The Garden Bridge is expected to be predominantly financed through private donations. However, public money was transferred at an early stage in order to allow expenditure on pre-contract award activities (including design) with a view to kick-starting fundraising efforts. While this rationale is clear, the timing puts the public sector (including the Department) at a higher risk than private finance sources of funding proving abortive.

This risk is especially high during the pre-contract-award period, to which £10m of the DfT grant attaches. This is because the Garden Bridge Trust is only required to demonstrate prior to the construction phase that it 'has secured, or is able to secure, a sufficient level of funding... to cover the costs of construction'. Following this point, the Department remains at risk, should assurances obtained from the Trust over private financing fail to materialise in full.

The Department inform us that they have taken steps to mitigate this risk, for example in holding regular meetings with the Trust and TfL to monitor progress. These are sensible steps, although the return on the Department's grant remains highly sensitive to the success of fundraising efforts which it can only lightly influence.

2. The value for money case for the project – and therefore the grant – is subject to a high degree of uncertainty.

From our high-level review of the business case, we concur with the Department's analysis that the benefits assessed are difficult to predict accurately. This means that the benefit-cost ratio (BCR) is subject to a high degree of uncertainty.

These indirect benefits are inherently difficult to measure. The Department's own investment appraisal assessed TfL's estimate of a BCR of 5.8 as the most optimistic scenario in a possible range, with less positive outcomes as low as -2.4. This needs to be taken in the context of significant inherent estimation uncertainty, as well as the DfT's view that TfL's business case did not adequately capture some of the benefits. However, it is important to note that the results would not in normal circumstances suggest a compelling value for money case.

We acknowledge this uncertainty was reflected in the Department's conclusions by presenting a value for money range, and acknowledge the lack of evidence available to form a more confident assessment.

3. The Department identified these concerns, amongst others, but was content to make the grant.


While there are both substantive and pragmatic reasons for TfL bearing primary accountability for the value for money case, in our view the mechanism used does not supersede the responsibility of the Accounting Officer (AO) to ensure that where money is expressly provided for a specific project, value for money is ensured.

In this context, the range of possible outcomes assessed by DfT did not preclude a positive BCR, so the evidence does not support a conclusion that the AO breached his responsibilities. However, it must be noted that the Department's own quantitative analysis suggested that there may or may not be a net benefit and, especially once concerns around deliverability were taken account of, the project might well not have met the Department's normal threshold for allocating its finite funds.

In this context it is important to recognise the wider context, particularly:

- i. the initial funding commitments were made by the Chancellor to the Mayor of London, without the Department's involvement; and
- ii. the Department was under pressure to make a quick decision in light of the need to complete the project (if it was to go ahead) before Thames Tideway Tunnel construction began.

These unorthodox factors appear to have contributed understandably to the Department's willingness to proceed; however, they do not mitigate the substantive value for money risks which the Department has elected to tolerate by making the grant.


AMYAS C E MORSE