

This transcript has been disclosed by the GLA in response to a request under the Environmental Information Regulations (EIR).

In accordance with our obligations to liaise with third-parties whose information is subject to an EIR request, the GLA has engaged with the interviewee(s) covered by this transcript.

As part of this process, and following our own review of the transcripts, the GLA identified errors in the transcription of the audio recordings of the interviews. These included

- typographical errors;
- comments being attributed to the wrong person;
- text being omitted in the transcription; and
- instances where the transcriber completely misunderstood what was being said, and writing something wholly incorrect.

Where the GLA has identified genuine errors in the transcription when compared to the audio recording, we have made corrections to these transcripts using “tracked-changes”.

In each case, the corrected text is shown in the margins of the page and is accompanied by a brief explanation for that correction.

The GLA has taken this approach to ensure both the corrections and original text are available, and so we can balance our legal obligations under the EIR with our duty to help ensure accurate information is released in respect of the individuals interviewed as part of the Garden Bridge Review.

In some case, the parties interviewed have asked the GLA to include certain comments regarding their comments to help provide some clarification about what they were intending to convey. Again, these are clearly marked on the transcripts.

Please note however, the transcript may, despite our best endeavours, contain errors due the transcription process itself.

The Rt Hon. Dame Margaret Hodge MP  
Office of Rt Hon. Dame Margaret Hodge MP  
House of Commons  
London  
SW1A 0AA

3 February 2017

Dear Margaret

### **Garden Bridge – Richard De Cani Response to Margaret Hodge**

We met on the 14 December to discuss the issues around the Garden Bridge and my role in the project from the time I was working at Transport for London (TfL).

Having considered our conversation, I would like to set out in writing an explanation of my role in TfL and on the Garden Bridge project, and a description of the decision-making process at TfL, as well as make some further comments on some of the other matters we discussed.

We discussed the role I played in the Garden Bridge project, initially as the Director of Strategy (working to Michele Dix) and more recently (from Feb 2015) as the Managing Director of Planning, working direct to the Commissioner. Working under Michele, I managed a team of people who led the technical work on the Garden Bridge from its inception through to the point of handover with the Garden Bridge Trust. This lasted broadly from January 2013 to February 2015, at which point I took over leadership of the project from Michele under my new role. The project was formally handed over to the Trust when the funding agreement was signed in July 2015. My team at TfL, working alongside other parts of TfL including legal, finance and procurement, were responsible for the management of the work including the preparation of the business case. As the Director in charge of this team I have dealt with many questions about the Garden Bridge project, explaining the actions that TfL took and why. This has meant I have been publicly associated with the project for some time.

However, the suggestion that I was leading the project in isolation, making decisions without input and endorsement from the rest of TfL is untrue. TfL is a large organisation where decisions of a strategic and political nature are made with full engagement from the TfL Leadership team, the Commissioner, the TfL Board and the Mayor and his advisors at City Hall. My role and that of my team has to be considered in the context of the wider TfL organisation. For example, the approach to procurement and the ultimate procurement decisions that were taken by TfL were made with the full awareness and endorsement of the Managing Director of Planning. Decisions around procurement, funding and the discharge of funding payments under the funding agreement were all made with full knowledge and endorsement of the relevant senior leadership team members at TfL with ongoing legal input and review.

During our conversation we spent time discussing the origins of the Garden Bridge and how it came into TfL as a project. You were interested in the specific dates and sequencing of particular events and without being able to refer to the relevant background material during the discussion, I was unable to provide you with the clarity you were looking for in all cases. However, I trust your

conversations with other TfL and GLA officers, including Michele who was leading the project for the first two years, have been able to do this.

I explained in as much detail as I could my recollection of the origins of the project which stemmed from a discussion with the Managing Director of Planning in 2012 following a meeting at City Hall where the idea was discussed. This included the preparation of a note with input from a number of people within TfL, including the legal department setting out options for a number of possible procurement and delivery routes. As we discussed, all of the options included an opportunity for the Heatherwick proposal to be considered. The decision on the procurement route to adopt was made at a meeting between TfL and City Hall (which I did not attend).

During our discussion you were interested in the process by which TfL engages with City Hall and the way in which decisions are made. I hope that you are now more familiar with the workings of TfL, the Board and its relationship with the Mayor and the difference between the Powers of the Mayor of London and that of a local authority or in fact Central Government. Please do let me know if you wish to discuss this further with me. Of particular significance is the role of Mayoral Directions, of which there were four pertaining to the Garden Bridge project, and the process by which they are agreed and audited.

As regards leaving TfL, I formally gave notice of my intention to leave TfL on the 1 January 2016 and I left the organisation on the 29 April. I was required to work a substantial part of my notice period to assist TfL in the transition process with the specific instruction to remain as the lead for the interface with the Garden Bridge Trust. If TfL had seen a conflict in my ongoing role with the project during my notice period, they would not have given me such explicit instructions to continue working on the project. One aspect of this project which has been most distressing for me on a professional and personal level is the allegation that my move to employment at Arup in 2016, is somehow connected with the decision to award them a contract in early 2013. There is no truth in this. I went through a competitive process to secure my role including multiple interviews.

Finally, during the meeting, whilst I tried to answer as many of your questions as I could, you will appreciate that I had no written notice of your questions and had limited access to the background material that you were referring to. This meant at times as you moved through volumes of documents, selecting specific extracts as the basis for your questions, I was simply unclear as to what was being quoted from, at times unable to read the specific extract, or unable to answer questions on documents without the benefit of being able to read them first. May I therefore request sight of any parts of your draft report that relate to my involvement on the project, prior to publication of your report, so that I can check the accuracy, clarify details if required, and respond on any key points on which I was not able to respond during our meeting. I do not expect this to unduly delay publication of your report, and can assure you that I would maintain the confidentiality of the draft report during this process.

Please do not hesitate contact me if there is anything further I can assist with.

Yours sincerely



Richard de Cani

Cc: Fiona Fletcher-Smith, Greater London Authority

## **Garden Bridge Review Meeting transcript**

*Event: MH/ Richard de Cani*

*Date: 14 December 2016*

*Interviewer: Dame Margaret Hodge MP  
Richard de Cani  
Claire Hamilton*

DAME MARGARET HODGE MP (MH):

There are various things that clearly you appear central to, as I read through all the papers.

RICHARD DE CANI (RDC):

Yes.

MH: And it's difficult to know how to start. How did it start, did you have an instruction from Boris saying, "I want a Garden Bridge and I want Heatherwick", I don't know "to be involved". Because it is unclear from the papers really.

RDC: So, you'll appreciate I don't have the paperwork that you've got because I left TfL in April, so I didn't bring files of Garden Bridge -- I didn't bring anything with me.

MH: We might check some with you.

RDC: So I've got bits and pieces that I've got from the website, but from my perspective it's very clear how this started and I think what's less understood is my role changed about this process. I had a different role at the start than the end because I changed jobs and that hasn't been clear through some of the reporting of this.

You'll have had an explanation about the general process of engagement between TfL and the Mayor's Office, the weekly meetings that the commissioners and the chief officers every week go and see the Mayor and his advisors -- this is under Boris -- and then would update and come back with a series of actions. So I didn't attend those; Michele attended those, Michele was my boss.

So, one of those meetings in, it was probably early January, just after Christmas 2013, was feedback from Michele that the Mayor had expressed interest on the back of some sort of presentation from Heatherwick and others on a bridge in central London, the Garden Bridge. So the action came back from Michele after the Mayor's meeting that we had been asked to develop some options for how it's to be taken forward.

The timing of this was very much second term, start of, and there were a whole series of things that were seen as deliverables in that second term of office. The role that TfL has in the mayoralty is to deliver the Mayor's manifesto, so we were receiving almost instructions.

I didn't know about the specific proposal but this is a subject that has got quite a well-trodden background, not necessarily garden bridges, but living bridges. There was lots of other stuff that had gone on in the previous 4 or 5 years, there was a competition at the Royal Academy, so it wasn't surprising and, in the world of TfL and the mayoralty, bridges, whether they're in central London or the east of London, are always on the agenda.

**Commented [GLA FoI1]:** Richard de Cani has asked the GLA to add the following comment:

*The Transcript is not fully complete as it does not start at the beginning of the conversation where MH explained the purpose of the meeting and how it would be structured.*

**Commented [GLA FoI2]:** RDC comments:

*There was no follow up from MH with any written questions or clarifications or response to the follow on correspondence that was submitted.*

So Michele came back and said, "The Mayor's Office want to progress this, we need to look at some options", and this was on the back of the cable car. You are probably not a fan of the cable car.

MH: I've actually looked at some of the papers.

RDC: TfL had delivered the cable car for the Mayor quickly and in a mayoral term, ahead of the Olympics, and the feedback was, "Is this something like cable car, can it be delivered in the Mayor's second term of office?" So we were asked to produce a paper, which you've probably seen, a briefing paper --

MH: I want to know a bit before that happened, so did you meet Heatherwick?

RDC: No, I haven't met Heatherwick at all until after the procurement. I've met Thomas about three years prior to that in a meeting where he was coming out of the meeting, I was going in --

MH: But he had done a lot of meetings.

RDC: Not with me.

MH: No, but he had with your bosses, so he had done meetings with Isabel and Ed.

RDC: So not my bosses.

MH: But you reported up to them, don't you?

RDC: Well that's the relationship between the GLA and the Mayoral advisors and TfL.

MH: But you have weekly meetings with Isabel.

RDC: Not me at that time, I used to go when there was an issue for me. Michele did because Michele was the managing director, so she was at the weekly Mayor's meetings, went to the weekly Isabel meetings. I picked up that role later on.

MH: Right, if I've got them somewhere, I have actually highlighted them for today, because I assumed that you were in there, those early meetings.

RDC: No. So I've seen some of the earlier emails about presentations to whoever in City Hall.

MH: It's more than presentations, they did a model and Arup have done all sorts of work to put some costings on it, together with --

RDC: I became aware of that work, yes.

MH: Do you remember those off the top of your head? The dates, there were three dates, the three meetings after the election.

RDC: I wasn't in any of those.

Claire Hamilton (CH):

No, it was one in July, one in September and one in December I believe, and I think Peter Hendy was in one of those in December and possibly Michele as well.

MH: There we are, June 2012, first meeting with Joanna Lumley, July with Isabel Dedring and Ed Lister, then a further meeting in September with the Mayor, Joanna Lumley, Thomas Heatherwick, and then there's another meeting at Heatherwick Studios in November, and then a visit to Air Line has been arranged, and that was you.

RDC: No.

MH: Email, 7 January 2013, Richard to Caroline Murdoch and Michele Dix, "A visit to the Air Line has been arranged for Thomas and Joanna." That is from you.

RDC: I didn't go on the visit.

MH: No, but you knew about it.

RDC: I knew about the visit, yes.

MH: "I have also been in contact with Arup to see what technical information is already available and design costings feasibility and expect to receive something over the next few days."

RDC: And that's referred to in that.

MH: This was before any tender documents went out to Heatherwick, and it sounds to me from that that you were quite on top of the case.

RDC: No, not at all. I hadn't met Heatherwick. The briefing I got from Michele came back probably from that December meeting you're referring to. So I can't remember whether it was a Mayor's meeting just with TfL or it was the same meeting that Heatherwick was there as well. There may have been two meetings but I was not there.

Michele came back from that meeting -- the briefing was probably before Christmas and we were asked to produce this. In the process of producing that, I spoke to Arup because I was told from Michele that Arup had done some work and I need to find out how much had been done because that would inform our approach. If they'd done lots of work that might have been relevant; if they'd done a little work.

So I spoke to the client relationship manager for Arup and said, "What's your involvement, how much have you done?" He explained what they'd done and that's referred to in here.

MH: And what about Heatherwick?

RDC: So I hadn't met with Heatherwick. The only --

MH: But you had spoken to him? You had seen the model.

RDC: No, I hadn't seen the model, I'd just had feedback from Michele, so I didn't go on the visit to the Air Line.

MH: Although you organised it.

RDC: So I was asked to facilitate it because it was seen as a model of delivery and that would have come out of the December meeting that part of the action was to explain to Heatherwick how the cable car was done. So Michele did that with one of the environmental specialists in TfL from memory.

MH: I am getting contradictory views from people, what I find hard to believe is that, I haven't read the Ed Lister transcript, but my memory of what he said to me, he was quite clear that Boris had met Heatherwick, met Joanna, liked the idea, Heatherwick had gone off and done a whole load of programme of work. You know, that they wanted a Garden Bridge, that's what they wanted; they wanted it there, because that's what Joanna had decided. You're frowning at that but --

RDC: No, I don't know whether that's correct to say that's what she did, but the proposal that came out of the Mayor's Office that TfL agreed to take forward was a proposal for a bridge in that location in central London.

MH: A garden bridge in that --

RDC: That wasn't clear actually.

MH: Well why on earth put Heatherwick on it, because if you look at -- if you then look at their record, you had a list of contractors --

RDC: A framework, yes.

MH: You had a framework in which you had a number of people who had great experience of building bridges, of which you did put two into it --

RDC: No, they weren't on the framework; we didn't have a framework we could use for bridge design --

MH: I was told they were on your framework.



RDC: At the time we didn't have a framework. So, if you look back at this note, which I contributed to along with many others, we put various options about how this could be taken forward and the remit that we were given from City Hall was to develop options that Heatherwick could participate in, and this is very clear, some of these options are --

MH: Why Heatherwick? Did you not ask, "Why Heatherwick?"

RDC: Because they had an idea --

MH: Which you hadn't seen.

RDC: I hadn't seen the idea; I'd had the idea explained to me by Michele and Peter, or by Michele primarily because she sat through the presentation. So, at that point, when we were asked to kick off the procurement, I hadn't had a detailed presentation from Heatherwick on the Garden Bridge. All I'd had was feedback from Michele.

MH: You hadn't talked to him on the phone, although you did ring them up to tell them they'd got the contract before.

RDC: Yes, but that's at the end of the procurement process. You're talking about what happened in the run-up to the procurement. So, from memory, I had no dialogue with Heatherwick -- I don't know, you might have some record there that I haven't got that I did, but I was not part of that presentation and that briefing on the Garden Bridge.

MH: You were not part of that presentation. What I find hard to believe, Richard, is that you started the procurement without knowing that the Mayor had got it into his brain that he wanted -- I think that's totally legit for a Mayor to think that.

RDC: No, I'm not saying that at all, and that's what this note reflects. So what this note was, how can we take this project forward, and the project was a bridge in that location, and the --

MH: The Garden Bridge.

RDC: Well the idea that the Mayor had seen was the Garden Bridge, so we included Heatherwick in these options, along with others. The reason I put others in, because for that value of work, we could have just gone to Heatherwick, we didn't need a competition.

MH: Why didn't you go to Heatherwick?

RDC: We put the options in here. My most recent experience at that time was working with Wilkinson Eyre, they did the cable car. I went to three designers: one of whom was Heatherwick, because they had an existing idea, which we were told the Mayor

liked and wanted to deliver, whether it was that idea or something like that not clear, but something like that. Wilkinson Eyre had done something unusual over the river, so they had experience of building in the river, which I thought was very valuable, and Marks Barfield had done the London Eye, which, for another set of reasons, is quite unique.

So we put those three together to see who put the best proposal forward. And we wanted, at that stage, to make sure we received other ideas alongside Heatherwick's to see if anyone came up with anything better.

MH: But you didn't ask for that in the tender document, did you? One of the things I'm having to investigate, was it a rigged contract?

RDC: It wasn't rigged, no. I think, if you look at the tender, the tender was very short, it was a one-page scope, it was for a --

MH: You didn't say anywhere, "We want something unique that adds a contribution, it could be" --

RDC: Well it talked about contributing to economic strategy, it was quite a dry tender, it talked about contributions, and what we got --

MH: And what the other two did was respond saying, "This is the process we'd undertake to develop". What Heatherwick do, because they've been on it for a couple of years, was produce -- I find it really hard to understand that you weren't told, "We want Heatherwick to do it".

RDC: No, we --

MH: I don't understand why you went out to tender.

RDC: The process we went through was the Mayor had seen the presentation, TfL had seen the presentation through Peter and Michele, there was an action from that meeting to options for taking that forward. This paper was produced --

MH: Options for taking what forward?

RDC: Taking forward a bridge like the Garden Bridge in that location.

MH: And you had no idea, you're telling me, you wanted Heatherwick?

RDC: No, if you look at this, all of these options incorporate Heatherwick, some of them incorporate -- some of them talk about Heatherwick doing it on their own.

MH: I know. That's why I can't understand why you didn't just appoint them.

**Commented [GLA FoI3]:** RDC comments:  
*Throughout this part of the discussion I was unable to complete my sentences because of the way in which the questions were asked and how I was frequently interrupted -- many of the comments in this section are partial comments and not full explanations.*

RDC: So this wasn't an option where Heatherwick weren't included in a tender; that was very clear. We needed to include their idea alongside others. So when you look at the options that were put back to City Hall --

MH: You were asking others for ideas? Honestly, Richard, you didn't ask them. If you'd asked them for -- I looked at the tender document, I've looked at the documents they put in, they -- either you were very unclear in what you asked for in your original tender or you had made up your mind. They put in, "This is the process in which we would move to a design of a bridge".

RDC: What Wilkinson Eyre did is showed us all the bridges they'd built somewhere else. What Marks Barfield did is showed us their bridges and talked about the London Eye. What we were looking for was somebody who actually understood the issues on each side of the river and were going to respond to that with something unique and that's what we were looking for. And because Heatherwick had done all that work before, obviously they were prepared to respond to that because they'd done the work, because they were almost, not incumbent, but they'd already spent time at their own cost doing it, whereas the other two hadn't.

MH: So it wasn't a fair -- I think they were incumbent.

RDC: Is it fair if you exclude them?

MH: No, I would have just appointed them and been much more open and transparent about appointing them, then you wouldn't have had this problem with it.

RDC: So we did a mini-competition for a very low-value piece of work, £50,000, with quite a high-level brief and the whole thing was very, very quick. There was enormous pressure to do this quickly, to go through the assessment, the selection, and get whoever it was on board quickly so the work could start, so this could be delivered in that mayoral term.

MH: So you're telling me that there was absolutely no indication or pressure or anything that said to you, "We want Heatherwick to design it".

RDC: The decision was -- the process we're going for, I can't remember what the option was in here, the option with the mini-competition, Heatherwick have to be in it.

MH: You were never told that you had to --

RDC: "Make sure Heatherwick win it"? No.

MH: You never felt, during this process under any pressure to put Heatherwick -- to make sure Heatherwick won this contract?

RDC: No, but I -- having been involved in processes like this before, somebody who has spent the time and the effort to understand the background and come up with an

idea is at a head-start in responding to a procurement than people who receive things cold. So, in a way, were Heatherwick always going to win this because of that advantage? Well, possibly, because they've done all the work. Was there a formal requirement that you must make sure Heatherwick win that? No. Did we construct a process that Heatherwick had to be part of? Yes. Did they win it? Yes, but perhaps they always would have won it because they'd done the work; they'd got a design. So, in hindsight, what you're saying is, would it have been easier just to recognise what they'd done for free, recognise that's what's wanted, and appoint them? That could have been a solution, yes. For the value of work, we didn't need to do a procurement --

MH: And the other thing I don't understand is why you split the work, you see. You split the work. It looks, reading the papers, that you split the work into this first contract and then second contract that Arup won to get through the OJEU. You look through all the amendments to that note that went up in the January and there have been a lot of -- we've now been through eight drafts of that.

RDC: That's not unusual in TfL, believe me.

MH: The drafts led you to an inevitable Heatherwick decision. That's the thing you're constantly up against. What seems odd to me is you're an officer of the authority, you're not a member, I can understand you're put under pressure, a lot of Ministers put their permanent secretaries under similar pressure and I used to have these constant conversations about it. If you felt the process was wrong or had an inevitable outcome, why did you allow yourself to get involved in a process that then could be defined as being rigged?

RDC: It wasn't.

MH: So everybody feels it's rigged.

RDC: It wasn't rigged. The problem with that process, and you have to remember that I spent five years dealing with this and I've moved on to a different career and I've had a lot of personal criticism about my role and the suggestion that it was me acting alone. I was not acting alone. I wasn't even in the room when some of these decisions that defined the whole process were made, but I've had to carry the can for that. It wasn't rigged. But was it a process that could Wilkinson Eyre have won this? If they'd have spent time developing their own proposal at their own cost, they could have put something forward but --

MH: They couldn't have done within the week that you gave them.

RDC: -- but they hadn't done that, they told us about their experience elsewhere.

MH: But you gave them how long to prepare?

RDC: I don't know, it's maybe two weeks or something like that.

**Commented [GLA FoI4]:** RDC comment:  
*This is referring to the drafting of the note and the production of various drafts.*

MH: Yes, they couldn't have done that. They couldn't have done it.

RDC: So, in that sense, the fact someone had done work at their own cost, do you exclude them? No. The remit was they need to be included. There's a competition and Heatherwick needed to be included.

MH: So who took the decisions, Richard? Ed Lister says, "Entirely the procurement was down to TfL, not me, guv".

RDC: So the process is a TfL process.

MH: So who took the decision that you had to do it?

RDC: So ultimately the instructions came from Michele, who was at the meeting --

MH: Are we seeing Michele?

CLAIRE HAMILTON (CH):  
No, it's a point actually.

MH: Well we should see Michele.

RDC: Michele was at the meeting and these options in here, you can see the options that were discussed with City Hall range from mini-competitions, big OJEU's, Heatherwick doing it on their own, private sponsorship strategy, a whole range of things. There was a scattering of ideas about how this could be taken forward. This paper was to set out those options and the timescales. The decision of which option was followed came at a meeting between TfL and City Hall.

MH: And City Hall. So who was at that meeting?

RDC: So that's one of the weekly Mayor meetings.

MH: Where you weren't at?

RDC: I didn't go to those meetings. I was receiving instructions from Michele who was going to the meetings and coming back.

MH: But at those meetings would have been Ed Lister ...?

RDC: The normal attendance at those meetings was mayoral advisors.

CH: Which would have been Ed, Isabel and the Mayor, along with Peter and whichever of his senior officers were appropriate at that point.

RDC: This note is a briefing for a mayoral meeting and what came out of that mayoral meeting was a decision to go for a particular option and my job, working to Michele, was to progress that option. So I did not do things in isolation.

MH: Okay, so the decision was to go for an option.

RDC: A mini-competition including Heatherwick.

MH: But so mini that it actually excluded others in effect.

RDC: The competition of three.

MH: Yes, de facto, if Heatherwick had had months and you gave the others two weeks.

RDC: But if somebody spent the time, and what I struggle with, if somebody has taken time to progress something at their own cost and initiative and it gives them a head-start into a process, do you exclude them because of that? What do you do?

MH: You don't do a process that pretends it's fair.

RDC: You just appoint them direct?

MH: Well you could have done under your ...

RDC: We could have done for the value of it.

MH: For the value of it, yes.

RDC: But we didn't because we wanted to get ideas from two others who had done some similar unusual work around the river.

MH: You didn't give them much time.

RDC: What you are saying is we didn't give them enough time to do that and perhaps in hindsight we should have given them longer to do that. The timescale pressure was coming from City Hall because this was seen as a second-term deliverable, so there were pressures to do this quickly and, as was referred to me, we need to get the A team on it and we need to progress this quickly, because it was a mayoral priority in the second term.

MH: But were you clear it was a garden bridge?

RDC: I hadn't actually seen the model or the design --

MH: Were you clear, did everybody talk to you about a garden bridge? Michele and everything?

Commented [GLA Fo15]: The GLA corrected this text after we identified an error in the transcription.

Deleted: When did you hear

RDC: Michele had described to me --

MH: From Peter.

Deleted: Heatherwick's

RDC: It was Michele, because Michele was my boss. So it was, where it was - Temple/South Bank - that it was a bridge with gardens on it, and it was wide, and it was a cantilever bridge. So, yes, I'd had the description of what the Heatherwick proposal was.

Deleted: 's

Deleted: s

Commented [GLA FoI6]: The GLA corrected this text after we identified an error in the transcription.

MH: And why do you think she was not to put "Garden Bridge" into the agenda?

RDC: Because believe it or not, we wanted to give some flexibility to the other people to come forward with their own ideas and not look like it was a predetermined outcome for Heatherwick for their Garden Bridge. But you must see, maybe that sounds naïve, but we were --

MH: It does a bit, yes. (Laughing)

RDC: But that's what we were trying to do. We didn't want --

MH: Well then you should have --

RDC: -- we should have given them three months to do it and maybe paid them to develop their own designs to the same level, but we didn't have time to do that and it was one of those things, it was a 50 grand study and it was just get on with it.

MH: 60 grand.

RDC: 60 grand, yes.

MH: Okay what you haven't quite answered is why you split it -- they were the only ones to come without any engineers, they came as designers, they're not even architects?

RDC: That was covered in the paper. Some of the options were not splitting it and just going through an OJEU or going through the frameworks of --

MH: It feels that you chose the process to best benefit Heatherwick; that's what it feels like.

RDC: Really nobody knew how this was going to be delivered because there was still, at the early stage, a view - which looking back was the wrong view - that this could be funded entirely by the private sector. So, if this could be funded entirely by the private sector, then TfL did not need to be intervening up front and doing lots of work early on, all we needed to do was get things going for the private sector to take the lead.

It became clear quite early on that that was unrealistic because of the scale of the task and all of the challenges around consents and approvals. But you can see from

this paper there was a view and there was an appetite, following the cable car and the Olympics and all that interest in London, that the private sector could pick up the tab for the whole thing.

MH: That was the Mayor's view?

RDC: Yes, that was the view from City Hall, yes. I don't know because I wasn't in the room, whether it's his personal view, but you can see from this there was an interest in a private sector funding model --

MH: But that still doesn't explain to me why you split the two contracts.

RDC: Because we wanted to do a bit at a time rather than commit ourselves to doing a very large volume of work and walk directly into being responsible for something that ultimately TfL did not want to do, because the private sector could do. So, the idea was we would do it incrementally and then just see where it got, to rather than just commit to x-million pounds worth of work --

MH: It looks, Richard, like you split it because that was the easiest way of ensuring that Heatherwick won.

RDC: No, because, if the objective was get Heatherwick onboard, the OJEU would have allowed you to do that anyway. Under any scenario, we wouldn't, because it would have gone to framework... The framework was the Arup procurement, so that doesn't need OJEU, it's already been OJEU-ed, so we don't need OJEU with that. If you wanted to go straight to that procurement, you could have done that and asked them to include the design team, but we wanted to do the design work first to understand what this thing is, what's the case for it and what's the role going forward.

MH: And then they come in with the biggest figure, the highest figure, and we suddenly go from their top figure to day rates.

RDC: No, if you look at the ITT, it's very clear this was about day rates, it says it in the document, I read it this morning, it --

MH: But why did put in the -- presumably they gave you fewer days.

RDC: No, we ignored the total, because the evaluation, it's in here. If you look in here, it says very clearly, "Evaluated on day rates". I think if --

MH: I know you evaluate it on day rates, but why did they all put in the total sum?

RDC: I think, in here, there was a misunderstanding of what our requirements were and it was perceived as we want a fixed fee as well, but when you look at what we said we wanted, commercial, based on day rates; evaluation, based on day rates. That's what we did.



MH: "We" is "you", isn't it? You were the one who did it. That's the other point. You were the only one who evaluated.

RDC: So I reviewed the bids, yes.

MH: But you did it on your own.

RDC: I did the review of them and I went to Michele with the results of that and said, "This is what the procurement is, are you happy with this?" So, yes, I did that. It was, as you say, it was a very quick procurement, we were under pressure to do it very quickly. So, if you look at the audit, what the audit says is we should have separated -

MH: What is slightly frustrating me as I do this, from the outset, I don't have any axe to grind against anybody, I don't know any of you really, I don't have a political axe to grind on it, believe it or not, so –

RDC: Looking back on this, with the amount of scrutiny and interest in this, gosh, we would have done this very differently. Believe me we would have done. But, at the time, this was a very quick small thing, it wasn't the biggest thing we were doing, it was a thing that came out of City Hall that we needed to do quickly. It grew into an enormous thing with enormous complexities and difficulties around it, but when we kicked it off, it was a small thing. But, yes, I – we would do this differently again.

MH: And the other thing that comes out of this note, which suggests that you had some sort of relationship with Heatherwick, was that one of your ideas was that they carry on. Clearly a view around at that time that the whole thing could be funded privately and you therefore thought, "Why doesn't Heatherwick carry on doing it pro bono?"

RDC: That was one of the options in the paper.

MH: Yes, but they clearly said they weren't prepared to do that, so they must have told somebody, one of you in TfL.

RDC: I hadn't heard that. I hadn't had the dialogue with Heatherwick. That was done through Michele. So whether that's because of a comment from Heatherwick or because that's based on our own analysis, I wasn't the only person that contributed to this, you will see from the ten drafts of emails that there were countless inputs from legal people and others about the drafting of this note.

MH: So it's really Michele that I should be talking to.

RDC: If you're asking questions [REDACTED]

MH: Where is Michele now?

**Commented [GLA FoI7]:** RDC comments:  
*I was interrupted and unable to complete the sentence so what this should say is something like:*

*"If you're asking questions about the start of the project – how different procurement options and delivery options were identified through those early discussions with the Mayor – this is for Michele because she led those discussions and I wasn't even in the room."*

RDC: TfL still, Crossrail 2. If you're interested in the original genesis of the project and how the instructions came from City Hall, that came through those meetings, which I wasn't a part of.

MH: I've got to deal with the allegation that was it or was it not a rigged competition that they were bound to win, and they're funded through public money.

RDC: It wasn't --

MH: If it was all private it wouldn't matter.

RDC: It wasn't rigged. Was it -- I'm not going to use the word "flawed", but could I just do it differently now. It was a small quick procurement at the time.

MH: Yes, which they were bound to win. I think we agree about that.

RDC: Because they had done the work before. But the decision --

MH: But we knew they had done that.

RDC: But the other thing, Margaret, the decision to include the two other firms, and two good firms, one of which had worked for me quite recently on the cable car, Wilkinson Eyre, was because we wanted them to put their best bids forward. We wanted some competition and we wanted some alternative ideas. What we got was a load of stuff about bridges, but what you're saying is they didn't have time to do that, so that's the thing that you would probably do different, yes.

MH: Okay, let me just look through this, if there's anything else I need you to ... one of these earlier drafts indicates that some sort of advertised competition is required and could be handled through local press. That was an early draft. The competition could follow a conventional procurement process. That all went in later drafts. There are all these sort of things, they all come together, Richard, -- I can tell you, Ed Lister and -- are saying this is all down to you guys at TfL.

RDC: The only reason TfL was doing the Garden Bridge was because we had full mayoral directions and instructions from City Hall.

MH: You didn't have the first mayoral direction until much later.

RDC: No, we didn't, no, but the instruction to do the work came from City Hall. You don't get mayoral direction on day one.

MH: That's why I wonder whether the instruction wasn't for a garden bridge.

RDC: Well the instruction was to include a process that Heatherwick could put their proposal into, which was for a garden bridge. If the ITT --

MH: Had said a garden bridge, you'd have got different proposals from the others.

RDC: Yes, that's absolutely right. The ITT should have said more and it didn't.

MH: Or you should have just done without it, you should have been up front and said - which I think is perfectly all right under your processes - "Right, Heatherwick have done this work, we want to take it forward".

RDC: If we were genuinely trying to -- we wouldn't have included Wilkinson Eyre and Marks Barfield, because they are people that could actually compete head to head with Heatherwick. We'd have gone for some people that couldn't compete.

MH: Okay, we're probably going around the houses, I'm just checking here. In those early days, this was in the original note, it went in and out, I can't remember, about the risks to TfL of engaging in this. There's endless emails with Peter saying, "I haven't got the money in the budget, I haven't got the money in the budget".

RDC: Yes.

MH: But it's the risks of getting involved, so this is your first time you were actually going to spend money on it.

RDC: Yes.

MH: What was your view of -- I think you put in here, "TfL would be exposed to a contribution up to £6 million", is what you thought?

RDC: Yes, that was the work on planning, progressing it, yes.

MH: Progressing it. And who said, "That's fine, we'll wear that"?

RDC: Is that from the paper?

MH: That's from one of these, it goes in or out, is that red, it goes in?

CH: Yes, I think so.

MH: It's an amendment, it's 13 May. What I'm trying to get out of you, whether I take it out of this quote or not, is there were financial risks to TfL, there was no budget provision for this, did the chair of the board of TfL, ie the Mayor, say, "I'm prepared to" -- who took the onus of --

RDC: Yes, who accepted there was risk and it was reasonable risk?

The way it worked, prior to the mayoral direction, our initial involvement in the formal briefings came through the Mayor's meetings, so papers to those Mayor's meetings, of which that's one.

**Commented [GLA FoI8]:** RDC comments:

"Yes", that I understood the point, not that I agreed with the comment about emails because I didn't have sight of them. It wasn't clear what papers were being referred to by MH at this point.

**Commented [GLA FoI9]:** RDC comments:

No copies of the documents were shared with me during the conversation so it was very difficult to comment accurately on what is being referred to throughout this whole section as MH was quoting from multiple documents that I could not see. This is why I followed up in writing afterwards offering to provide more details but with the benefit of having access to the information.

**Commented [GLA FoI10]:** RDC comments:

This is me seeking to clarify what MH is asking

MH: And we don't have the papers for those meetings, do we? Because they don't exist?

CH: No, they don't.

MH: Is there not a decision note that comes out of the meetings?

CH: There used to be notes, an email circulated by the Mayor's head of office that would --

MH: Who, Ed Lister?

CH: No. I don't know who it was at the time, but it's --

MH: Scandalous way of approaching it, you've got to put this down. You can't have meetings that are not minuted that commit to expenditure. This is a public authority.

RDC: So the paper that went to the Mayor with these options in, that Mayor's meeting talked about --

MH: And you didn't get a written decision out of it?

RDC: No, we don't for those meetings, no. The level of expenditure that TfL was committing to was within the financial authority of Michele and --

MH: I understand that, but did she take the decision for it to go ahead?

RDC: She would have been at the meeting to receive that as a decision, but at that level it's not written down because it's within the individual's financial authority.

MH: Okay.

RDC: That comes later in the MDs.

CH: That's what you asked Howard to come back on it in a bit more detail about

MH: Well I would like to see any minutes of those meetings, if there are any.

CH: No, I've tried both TfL and GLA side of it and no one has them.

RDC: I don't think they even have those email notes in the early --

MH: There was obviously a decision taken not to have minutes.

CH: I think that's probably fair.

RDC: I don't know what happens now with the new Mayor and his meetings.

MH: Well, I can recommend how he operates.

So then we go on to -- you're telling me that you didn't have any conversation with Heatherwick about their day rates either?

RDC: No, there was a clarification during the tender process about -- what we were saying in the tender, we want to evaluate people on day rates and we were trying to match equivalent people, but they call them different things in different firms. Principal is something like that, so the contact with Heatherwick, with the business development person there or the commercial person, was, "When you talk about this person being a principal, do you mean that level or that level?" so we could do the equivalent kind of benchmarking of people. So there was a clarification during that process with Heatherwick about what they mean about who is with what rate. But that was a clarification.

CH: Can I just pick up on that because one of the things that Thomas Heatherwick has submitted, said that there was a call and that they lowered their rate as a result of that call.

RDC: I don't -- there was the Arup procurement.

CH: No, this is what Thomas Heatherwick has submitted to Margaret since he met with her and he said that a call happened.

RDC: Yes, we had the clarification of rates and is that when he confirmed he was free?

CH: I don't know.

RDC: So, no, there wasn't --

CH: His description to Margaret was, "There was a conversation and we agreed to lower our rate because we were committed to the project".

RDC: No.

CH: That's different to what the audit report said.

RDC: Yes, so we had the conversation about -- I can't remember the names of the people in the team, because Thomas wasn't the main person, it was somebody Stewart. "These people you are talking about who will do the work, which price level do they match at", and they came back and said, "These people are in this price level". So in doing so they may have chosen to put people into the cheaper price bracket, but I did not say to Thomas Heatherwick, "Reduce your rates". I said, "Confirm which people apply to what rate", and they came back and said, "These people apply to these rates". If he took a commercial view on that and said, "Stewart, or whoever, who was the main person, is a rate £500 a day, not £700 a day", that's up to them, I didn't ask them to do that.

MH: So he changed.

RDC: I have no idea, no, I just said, "You need to clarify which people apply to which rates", because it wasn't clear, and he came back and said, "These people apply to these rates". So if he's saying, in doing that, he matched people to lower rates so they could give a more competitive bid, that's not --

MH: Had he any idea he wasn't competitive?

RDC: No, not at all, it wasn't, "You are too expensive, you need to put your rates down", it was, "It's not clear who the hell these people are and what you mean by them. Who is the principal, who is the studio architect?" whatever the terms were. His company came back and said, "These people relate to these rates". So I can see how he, in doing so, would say that was a lowering of rates, but it wasn't an instruction to lower rates at all.

MH: Okay. Let's do the Arup first and then we'll come back to this other thing. So the Arup one, which did go through a proper process, but we lost the papers, the assessment.

RDC: You're talking about which papers, when, were lost? Because that's been misquoted as well. The way the Arup process worked, off the framework, so I can't remember, 11, 13 suppliers, narrow it down.

MH: They came 7th out of 11.

RDC: The way those processes work is you get the scores from the individual people. I wasn't involved in any of the scoring on Arup, I didn't attend the interview, I --

MH: It says that you asked for them to be interviewed. You were involved because you asked for them to be interviewed.

RDC: No, I didn't attend the interview.

MH: No, but you asked for them to be interviewed.

RDC: I asked for them to be interviewed, yes, absolutely, you would always interview people on that value of work for that length of commitment, yes.

MH: But they were 7th and you still asked for them to be interviewed. Or they were more expensive; they didn't look as if they came up, but you instructed them to put them on the interview. You instructed that, out of all those who bid, you didn't interview all of them. ||

RDC: No, we interviewed four, I think, or three.

**Commented [GLA FoI11]:** RDC comments:  
The above sentence is incomplete and appears to be missing some text - I wasn't able to complete my sentence.

To clarify, the way these processes work is that individual people in the team evaluate and score different elements of the bids and they come together to give a final score, including a commercial score. This means the scores change throughout the process. I wasn't involved in any of the evaluation of these bids and the scoring. I didn't attend the interviews but I brought together the people involved in the evaluation process.

**Commented [GLA FoI12]:** RDC comments:  
There was a consensus amongst the panel of people, which comprised about 6 people (from across different departments of TTL) that they should be interviewed - it was not me "instructing people".

MH: Somewhere in the papers there is that you instructed, so you did get involved, you can't say you didn't get involved, you instructed them.

RDC: Let me be very clear here, I was very involved in this, but I was not involved in the evaluation of the submissions of those consultants.

MH: No, but you did instruct that they ...

RDC: We had a panel of people doing that evaluation, including the commercials, and that panel came together at key points --

MH: Who work for you.

RDC: Not all of them, no, some worked in commercial, procurement and legal. Some worked for me, not all of them. Some worked for other teams in Michele's department.

MH: Okay.

RDC: So they came together at various points and I can't remember exactly the process, the scoring, how it works, but there was Arup were technically strong but more expensive. That's why they went on the interview list and their score went up, I didn't go into the interview. That's when the decision was made through the panel that we would ask them to reconsider their rates. ||

MH: Who rang them?

RDC: I rang them. So I rang the Arup client contact for TfL and that was agreed through the panel with procurement people. As you can see from the audit, that is not best practice, that is not what we should have done, we should have gone back to everybody. But the argument that everyone put and the debate we had was they are so much further ahead technically, there is no value in the others reconsidering their bid because they can't catch up.

MH: So it was a similar thing to Heatherwick, they'd been working on it forever.

RDC: So the phrase that was used is there is clear water between Arup technically and the others, but they're too expensive, and --

MH: But clear water because they'd worked on it for months.

RDC: But what can we do about that?

MH: Well not pretend to run a fair -- I'm trying to think of an equivalent, but if they'd worked on it, you know ...

RDC: I don't think they'd done that much work actually. They'd done something with Mace.

**Commented [GLA FoI13]:** RDC comments:  
*After the interview, the panel came back together and there was a consensus that Arup were by far the best technically. There was also a discussion about rates and an agreement (including support from procurement) that we should invite them to reconsider their rates).*

MH: They'd done with Mace, they went on this visit to the cable car to look at the equivalence of it, they are mentioned in that note there as having done work on it, so all I can see they undoubtedly had an advantage and, in having that advantage, in the same way that Heatherwick, to then be rung up and told, "Lower your day rates, you're too expensive", it was wrong.

RDC: We should have gone back to all of them.

MH: Well, should you have interviewed them, given that assessment?

RDC: I don't remember, Margaret, them -- I don't remember the decision to interview being one that they were lowly scored and I was forcing them to go on -- I don't remember that at all. I remember the conversation about the interviews and they need to have interviews, I don't remember who the other companies were that were interviewed, and I played no part in that. The panel did that together with the procurement people. I was very arm's length from the detail of that procurement because at that point we had a team of people working on the Garden Bridge to do it. When we did the Heatherwick one we had nobody. I had like a day to do it, to write the stuff, the instruction from Michele, "Get on with it". But with that we had a team of people and they led it.

MH: Okay.

RDC: Can we do the papers, because you mentioned the papers, missing papers?

MH: Yes.

RDC: So, the project manager for the work in Michele's team, he led the procurement panel. All the scores and the assessments were recorded on a master spreadsheet held by procurement. That existed all the way through this, still exists, it's been kept. The papers were the handwritten notes that the person that managed the procurement made during the interviews of the four on their submissions.

He kept those on his desk for 2½ years. We then changed the office into a flexible working, no one's got a desk, and everyone cleared their papers. What should have happened is those papers should have been collected by procurement and kept for x-years. They weren't and that is wrong. And that's not the fault of the person that did that. He would be horrified, he's absolutely mortified that he's been criticised for that. It was the processes within TfL; that clarity on who owns that sort of material wasn't clear, and they should be kept by procurement. So it wasn't they were just ditched.

MH: I am more worried about why they were interviewed and then the ringing up and getting them to ...



RDC: The fact they were interviewed was because they were in the top performing and the ringing up was an agreed decision from the panel.

MH: And then they offered you a job.

RDC: Do you want to do that **now**?

MH: No, at the end really, but central government works in a different way.

RDC: Well I'm not sure it does, does it? What do you mean?

MH: Well, I think you wouldn't be allowed to go and work for -- you'd be kept -- it doesn't work brilliantly at central government. One of my themes in my book that, you know, there's too many revolving doors.

RDC: Sorry, no, I would like to deal with that now, because you've raised it, because that has been the most difficult thing for me out of all of this.

MH: I know for Arup, because it's a tiny little contract this, for Arup, that's what's so absurd about it.

RDC: So I don't expect you to read that now, but I wanted you to have it because, you know, some people have said some really unpleasant things about my role in this, which have been personally very damaging to me and my career, and the process I went through to get the job at Arup was a competitive one. I was recruited through a process of four interviews, through a recruitment consultant, from a long list down to my role. That is all the background to that. If this was rigged that would not have happened. And if you genuinely think there's something in that you need to speak to all those people because this is really quite damaging for me personally.

[REDACTED]

MH: I'll tell you what I think. I just have a view on these things that you have to spend, it's like a private sector contractor, if TfL were a private sector business, you would have had something in your contract, which wouldn't have allowed you to go to a competitor.

RDC: **Well it's not a competitor.** It's a supplier.

MH: Well ... Yes, but there would have been something, which ...

RDC: There is nothing in my contract.

**Commented [GLA FoI14]:** RDC comments:  
*This is misleading. The process of selecting Arup took place in early 2013. My multiple interviews with Arup took place towards the end of 2015. There is no connection between my role at TfL and issuing contracts to consultants and the role I secured at Arup.*

**Commented [GLA FoI15]:** The GLA corrected this text after we spotted an error in the transcription.

**Deleted:** c

**Deleted:** ?

**Commented [GLA FoI16]:** RDC comments:  
*There were no restrictions placed on me going to work for a consultancy. I made a career decision to leave TfL and go and work in the private sector. I made the Commissioner and HR Director aware of this in December 2015, gave formal notice early in 2016 and was asked to work a substantial part of my notice before leaving at the end of April 2016). During this time I was required by the Commissioner to continue working on the Garden Bridge project.*

MH: I know, I know, I don't think it's good.

RDC: It's not my fault.

MH: I don't think it's good.

RDC: I didn't get the job because I'd given them a -- I gave more contracts to other firms than Arup.

MH: One of the things that has been said to me, I don't know whether it's true or not, is that the two other two firms that you did put on that tender list were furious but daren't challenge because they want other work out of TfL, so it's a very closed little world you operate in.

RDC: Well, hold on, I can see how there's so many people who are orbiting around the Garden Bridge with things to say...

MH: But it is a very closed world.

RDC: If those other two firms, five, or however many years on it is, three or four years on, have got a problem, you know, they should say something.

MH: No, they won't, because they want the work from TfL, you can see why. It's a tiny little thing, they don't want to be involved in this. I bet if you were in Arup now and something like that happened, you'd think, "Okay, we'll scrap it, we don't want to get involved in that".

RDC: So none of those, or those two firms that didn't get the work, or the other people on the engineering framework that were competing against Arup, none of them ever came to me or anyone else in TfL to say --

MH: No, because they want work from TfL. You can understand that.

RDC: I can also understand, so people do challenge TfL if they're unhappy about procurement decisions, people do.

MH: Yes, but they have to take a judgement, don't they?

RDC: Yes, so I can't answer that question because I'm not them, all I'm saying is the suggestion that I took a role at Arup is somehow connected with that decision is absolutely wrong and you can read that if you find it interesting, it's basically lots of stuff about interviews from the recruitment consultant. [REDACTED]  
[REDACTED]  
[REDACTED]

MP: Yes, yes, yes.

RDC: But that's been very, very personally damaging for me.

MH: Okay, yes, I hear that -- I can understand that. I'm sorry about that, but --

RDC: And upsetting for my family as well.

MH: -- that's why I think these rules about revolving doors --

RDC: Yes, but they don't exist.

MH: No, all right, well that's another thing we might make a little reference to.

RDC: Actually, I'm one of the few people at TfL to leave of my own free choice. Three months later a load of people got paid off. So, you know, actually I left the public sector and it's like somehow that's wrong.

MH: It is this revolving door issue, it's really difficult, I've come across it in transport before a-- you know, when I was doing the PAC work I came across it. It's areas where there is a very small bunch of professionals. You come across it in tax, defence, there are particular areas of the world -- Just have a time, a period of time, that's really what it is, it's about a period of time and then if at the end of it they still want you then you go. And it's a decision people have to take. But I accept that there were no rules so you haven't broken any rule, I accept that.

Just going on -- thank you for that. Just going on to the amendments to the audit report that -- you don't have to explain to me, I know how audit reports work and I know that you go through them. The only thing that is interesting about this one is that the emphasis appears to have altered, so one that was critical of you and the process, some of which I think you'd accept, to one that said, "Actually it was all value for money, so why did we bother?" Did you want to just talk me through the general?

RDC: About how that process worked?

MH: Well I know how it works.

RDC: Have you seen the audit report?

MH: I've seen the to-ing and fro-ing, I think I've got --

RDC: And you've seen who was commenting on the to-ing and fro-ing?

MH: Go on, tell me, I probably haven't done that. You I've got, Howard, who's Howard?

RDC: Chief lawyer.

MH: Justine Curry and David Curtis, is that right?

RDC: Procurement and legal, and there were other comments by the comms team as well.

MH: Have we got the comms team?

CH: I've got comments from them at some point.

RDC: Vernon?

CH: Yes. Comments from Howard and Vernon. Front page, here, Vernon Everett is mentioned.

MH: Okay, so you're saying that, by drawing my attention to that, what you're really saying that there was a PR ...

RDC: No, all I'm saying is I was probably making fewer comments on it than other people were. There were a whole range of people inputting into the drafting of that report.

MH: It doesn't feel that when I read it, Richard, I've got to say that. It doesn't feel right.

RDC: Okay, I haven't got a copy with me.

MH: It doesn't feel right. It feels like you took out a sentence, which I can't understand why you even took it out:

"Prior to the meeting -- this is the meeting, the January meeting, prior to that January meeting for that note -- the Mayor and TfL had received representations from Thomas Heatherwick's studio regarding the proposal of Garden Bridge on that occasion."

And you took that out. I can't understand why. Why take that out?

RDC: Well some of it was ordering in the report, because I think that came out somewhere else as well, I think that appears somewhere else in the report.

MH: It did, but you took it out.

RDC: So some of it was about putting it in the right place in the document.

MH: So it looks as if -- it doesn't feel like that.

RDC: I did have some issues with the tone of the audit report, which I didn't think reflected what actually happened, so I did comment on the tone of it, some of the wording.

MH: You've taken out a lot about "following discussions between the TfL and Mayor", so you took all that out. Were you protecting the Mayor?

**Commented [GLA FoI17]:** RDC comments:  
*I had no access to any of the documentation that was being referred to at this point of the discussion so it was very difficult to comment on statements that were being made. Following the meeting, I followed up by letter explaining that I was unhappy with how this part of the discussion was handled because I just did not have access to the information and could not comment on the points that were being. I wrote suggesting that if there were specific questions I should have the opportunity to review the documentation before responding in full. There was no response to this correspondence.*

RDC: I've got no reason to protect the Mayor. I've got no particular loyalty -- I think that's the wrong thing to say, but --

MH: No, no, I agree with you.

RDC: -- I've got no reason to protect the Mayor.

MH: They're not protecting you.

RDC: I've got no reason to protect the Mayor, absolutely not, no. I haven't got the document with me, there were lots of comments on the audit report and it was about the tone and the emphasis and there were some things I disagreed with how it was written, there were some things that I thought were overly negative.

MH: But it does say something, which you stated that any procurement would need to be subject to competition through OJEU and it would appropriate for procurement to drive procurement strategy, and you took that out. I think, why is he taking it out?

RDC: Doesn't that come back in later on, because some of it is about ordering, isn't it, in the report? I don't know what version you're looking at. It was restructured halfway through.

MP: What I asked her to do for me was to see the changes -- whether that comes back in later, does it?

RDC: It went through a completely different structure. I've got it somewhere. It was reduced in length.

MH: The email was sent one day after bids were received -- you took this out -- and the communication did not follow standard TfL procedure to make all communication should have been made. There is no record in the TfL commercial file of TfL having received a response from Thomas Heatherwick's studio to this clarification.

You know, just I don't understand why it comes out. You think, what are you trying to -- that is where you really think, what are you trying to hide?

RDC: Yes, I think you need to look at what the final one was and the structure of it because things got moved around.

MH: Can you do another bit of work for me on this, Claire?

CH: I'll check on that one.

MH: And then, if necessary, we'll come back to you. the important thing that came out was the criticism bit, which is right at the end I think, isn't it, in this document, the conclusion was completely rewritten in the final published -- okay, version 1:

"Our audit identified a number of instances where the procurement deviated from TfL policy and procedure and OJEU guidance as follows: no procurement strategy for managing procurement; informal contacts with individual bidders in each procurement; lack of clear segregation of duties in the evaluation of [blah, blah, blah]; no evaluation documentation has been retained by TfL commercial; tender documentation held with TfL is incomplete. Taken together, these firstly impact on the openness and objectivity of procurement."

Version 2:

The audit did not find any evidence that would suggest that the final recommendations did not provide value for money ..."

Very, very different.

RDC: Yes, it went through a restructure, the report.

MH: That's more than a restructure.

RDC: Yes, no, I agree, and I think you need to look at the before and after and who was commenting on what sections, some of it was around changing tone and emphasis and some of the criticisms, which were, I felt, incorrect.

MH: Could you do me a favour, write to me and tell me what you thought was incorrect rather than what you classify as tone?

RDC: I haven't got the benefit of any of the documentation anymore.

MH: Can we get that from the trail of emails?

CH: Yes.

MH: I've got you down as a lot of -- who did that, who rewrote the final summary?

RDC: So the audit team owns the report.

MH: But on whose instruction?

RDC: So there were comments made by Vernon and Howard that were quite substantial in terms of structure --

MH: An early form of the amended conclusion first appeared in version 2, which was amended taking into account comments from RDC, Howard, slightly, discussed with others, and further discussion with Justine Curry and David Curtis.

RDC: Yes. There were a lot of --

MH: So you were pretty key to this.

RDC: Well, no, I was one of a number of people commenting on it.

MH: What were you trying to hide?

RDC: I wasn't trying to hide anything, I wanted to get the right tone and emphasis, I wanted to make sure the report was accurate; that it wasn't overly negative or critical where it didn't need to be or it wasn't fair to be.

MH: It's different, version 1 and version 2 are absolutely different.

RDC: Yes, well I think with any audit report will go through a series of iterations.

MH: That's why I say I'm perfectly familiar with this and it becomes an agreed document -- hopefully an agreed document -- at the end. But this is so radically different, it's not just you've got this fact wrong, I want you to correct it.

RDC: So the person that owns the audit report is the director of audit in TfL who works for Howard. Now, it wasn't my document and it wasn't my role ever to say, "You must change that now, you've got to change it", these were comments that we were making based on our contribution; I with a number of people. The ultimate owner of that report was the director of audit who worked for Howard. They took the decision

MH: But are you saying that version 1 was wrong, from your view?

RDC: There were elements in version 1, again I don't have the benefit of looking at version 1

MH: Just look at the conclusion.

RDC: There was drafting in version 1, which the tone and the emphasis and some of the comments were incorrect.

MH: But they are pointedly different things, completely different.

RDC: So:

"Early in version one the audit amendments include the addition of the first conclusion by Roy Millard. I propose a new conclusion, which I hope brings together the main points to cover the, 'So what?' question in the mind of the reader and hopefully prevents too much challenge from the audit team."

I don't quite know what that means, but you can see from this there were a number of people that were changing those conclusions.

**Commented [GLA FoI18]:** RDC comments:  
Version 1 was not shared or made available so difficult to provide any accurate comments

MH: But it is a completely different.

RDC: I did not have control of this document to direct how the conclusions were changed. I commented, but the ultimate ownership of this was by the audit department.

MH: But you're a pretty powerful person in the TfL structure.

RDC: Well, one of a considerable number. I need to look at those versions, because I don't have the benefit of what you're looking at and they have changed from one set --

MH: All right. Yes, we can share them. Can we share all that?

CH: Yes. I'm trying to think how we do it in a manageable way, because what we've got from the TfL is the entire exchange, whereas I guess what we --

MH: Which is why I'm taking forever and I get muddled.

CH: But then we can perhaps send the last version from audit. Because that's the one, I think, that came to you and others.

MH: The first and the last, or is that crazy?

CH: No, I think that's what I've tried to do here, is compare the last version that was circulated and then the version that ended up being published.

RDC: I know there was a review of that audit process by EY recently. That was done for the new Mayor and that had the benefit of reading all those things. I haven't looked in detail at what they said.

MH: I haven't seen that, actually. What has he said? Have we seen that? Have you looked at that? Have you seen that?

CH: You do have it, but it's --

RDC: It went to the TfL audit committee in October this year.

CH: It's quite small. It's a couple of pages.

MH: -- not worth my while seeing?

RDC: Well, no, I think it is, actually, because it's an audit of what you're saying.

MH: Okay.

RDC: What EY were asked to do by the new administration at City Hall was exactly what you're saying, was the process of doing the audit and drafting the report the right process?



MH: Okay. I will have a look at it.

RDC: And they report on that and it went to the TfL board.

MH: Okay. Let's move off that. Can I ask you something about the business case?

RDC: Yes.

MH: Which was done - remind me of the actual date it was done - after --

RDC: 2013. At some point during 2013.

MH: After you'd embarked on the project?

RDC: Yes.

MH: What were your instructions around preparing that business case?

RDC: Well, I think it's in this paper that went to the Mayor. It talks about the need to have-  
- It says in here:

"An important first phase will be to establish a clear policy statement of need for a new crossing of the Thames. Whilst the transport strategy supports it, it needs to have a more detailed policy developed and a more defined set of objectives [that's basically talking about a business case] and this will be progressed during January and February 2013."

MH: So do you think it was a contrived business case or was it a genuine business case?

RDC: The business case was one of the most thorough business cases that we've done for an infrastructure project, actually. It wasn't contrived, because it was done by a team of consultants, different people. It looked at benefits quite differently, so it captured benefits that you don't traditionally capture with a transport business case, because this was not just a bridge, it was a bridge with a garden.

When you look at that business case, which is a very detailed piece of work, it talks about the benefits in terms of land value, economic value and the value of open space, health, social wellbeing, as well as the transport stuff. So the business case absolutely was a very thorough piece of work, which is why it's quite frustrating when people say, "This is rubbish. It's got no business case". Actually, it's got a very detailed business case. It's got a bigger business --

MH: It's got a detailed business case, but there are some very odd -- for example, the main thing in the business case is the economic benefits of an £84 million increase in property values --

RDC: Yes, on the Northbank.

MH: Do you really believe that?

RDC: Yes, absolutely.

MH: And what's happening with the London property market?

RDC: Well, actually, the London property market is doing quite well in some sectors in terms of inward investment. And the main benefit, in simple terms, of the bridge in that location was opening up the Northbank and that whole area around Strand, Aldwych, which is the poor relation of the West End. It's seeing an uplift in their type of activity.

MH: They all come across Waterloo Bridge, actually, don't they?

RDC: Yes, but as someone who comes into Waterloo every day and uses Waterloo Bridge, it's a hostile environment for a pedestrian.

MH: Yes, it's a horrible bridge. I walk across it quite a lot.

RDC: You can't close that bridge and then deal with traffic at 7.5 miles an hour and buses and cycles.

MH: No, no. You would have --

RDC: I actually feel quite strongly the case for a footbridge in that location is really strong and really sound, because in central London, we've got more people working, more people visiting, more people passing through and we need more people. They can't all fit on the Tube, too many people use the Tube for three stops, the roads are rammed. We need dedicated space for pedestrians and planning something for people walking as opposed to people mixing with cyclists or traffic is a good thing, given the growth we've had.

Does it need to be a bridge with a garden? Well, that adds something in different in terms of the benefits, because it creates an open space, it creates a more attractive environment for pedestrians. So the business case for it I think is quite robust.

MH: Ed Lister, in his evidence, said there is no transport case for it.

RDC: Well, that's not entirely true. The business case is made up and --

MH: There is a case for -- there's always a case for doing "grand projet".

RDC: No, it's not entirely true. The business case is made up of different layers and part of it is transport, but a lot of it is economic benefit and the value of having something for pedestrians. The transport benefit comes and that's talked about in the business

**Commented [GLA FoI19]:** RDC asks us to clarify, "You can't close major sections of that bridge to create more space for pedestrians without having a major impact on traffic and congestion".

case and the transport assessment. It creates a shorter walking journey, particularly for people who arrive at Waterloo in the morning --

MH: Two seconds. That's what it says in the document. I've read the business case. It's two seconds. It's ridiculous.

**Commented [GLA FoI20]:** RDC comments:  
*This figure is not recognised and not clear what MH was quoting from as nothing was shared for comment.*

RDC: It doesn't -- again, if you look at the transport assessment which went with the planning application that did the detailed assessment of impact on journey times, it shows that people going from Waterloo to Midtown - that whole area that is now called Midtown - this is a quicker route than walking the other routes and a more attractive route and a safer route and a cleaner route.

MH: It's both a destination place and 864 people walk across the bridge per day.

RDC: Well, that's not right |

**Commented [GLA FoI21]:** *It was not clear what numbers MH was quoting.*

MH: I got all these figures from the business case. I've tried to --

RDC: It's a lot more than 864 a day. That might be a particular group.

MH: No, that walk across rather than --

RDC: That figure is not right.

MH: -- rather than people doing it as a -- using it for transport.

RDC: You need to look at the transport assessment. That'll have those figures.

MH: Twenty-five seconds. Savings of 25 seconds by using the bridge, which you monetised.

RDC: I don't agree with that, that there's no transport benefits. I agree that transport benefits are a part of the case, but the majority of the case is around the wider economic benefits and the benefits to London.

MH: And you think they are still valid?

RDC: Yes. We looked at a range of BCR scenarios in the business case with the amount of public funding/private funding. They were all tested. It was a really robust business case. It was done by independent consultants, lots of people working on it, lots of internal review in terms of inside TfL. And if part of your remit is to review, "Is there a business case?" then someone needs to go through that and say, "That's all wrong".

MH: And the alternatives, you know, looking at doing something to make Waterloo Bridge a bit more --

RDC: So that was part of the business case, looking at alternatives, so that's in the report. It looks at could you just do that or that and it concluded that the best business case is for building the bridge there like that.

MH: Well, I'm going to put it to you that your instruction was, "We're going to have this bloody Garden Bridge" so you do a business case that justifies a view already shared, the Mayor wanting to do this, which again, I don't attack. I think that's what mayors are there for.

RDC: No, no, no. I'm not trying to create the impression there's this pure world where you ignore that and do that and wait until the number comes out of the computer. We knew the Mayor wanted to do this, but the business case that was done was to stand on its two feet, because it gets challenged and scrutinised. It does stand on its own two feet and the people that did it, who are experts in developing business cases, I hope would still stand by that. They were consultants that did the work for us.

MH: Okay.

RDC: I would just add, Margaret, as well, if you look at a business case for transport infrastructure these days, just take the A13 tunnel, that is not a transport business case, it's an economic business case.

MH: Oh, yes, yes.

RDC: So the legitimacy around looking at transport projects very differently, that's --

MH: Actually, there might be a transport case there, I'd rather think.

RDC: Yes, but's not 100 per cent of it, it's that much of it.

MH: Yes, yes.

RDC: And that's the Garden Bridge and that is allowed.

MH: Yes, fine. During your procurement - it's one question I've got down here and I'm really sorry I'm jumping around, apologies for that - did Isabel play any role in your procurement at all, in either of the procurements?

RDC: Apart from being updated on the results of it, no. Did she interfere to try and influence it? No. She was part of that original discussion with Michele and Peter about, "We're going to do it this way", As the Mayor's transport advisor, her and Eddie were the two key advisors, so she basically set the direction with other people in that meeting and she was informed of the outcome. She didn't take a role in the day-to-day of it, no.

MH: Okay, okay.

RDC: Genuinely they just leave that to TfL, but they set the direction.

MH: Okay, okay. In the financial case, when we started on this project and you decided the £60 million was going in - I'm jumping forward a bit now - there was a decision that preconstruction costs were going to be £8 million or something like that.

RDC: It was an estimate of what the costs were, yes.

MH: And we've now so far spent about £37 million, £38 million.

RDC: Yes, or whatever the figure is, yes.

MH: In your view, was that predictable? When you got your original letter from Treasury, in that Osborne's letter to Boris says, "You're not to spend more than £8 million" or something like that -- That was the terms of which Treasury gave you the money originally.

CH: I think it might have been the Under-Secretary who specified that, wasn't it?

MH: No, it was in Osborne's letter, definitely.

CH: He did set terms, yes.

RDC: Well, there was some correspondence between the Mayor and the Chancellor when he said, "I'm only going to do this. Your job is to do that" and I can't remember what the detail was, but --

MH: I can go through my notes and I will find it, if you give me a minute. And then it goes up. I wanted you to really explain that to me, why it went up, whether that was predictable. I'm going to find this. Do you want me to find this quickly?

RDC: Well, so the way the funding worked with Government - and there was a discussion - so once the Mayor and the Chancellor had agreed they were putting money in together -- Which I have to say was a surprise to TfL.

MH: It was a surprise?

RDC: Yes.

MH: So you thought the thing would die, did you?

RDC: No, we didn't. No, we didn't know we were being committed to £30 million until that happened.

MH: Oh, I see. Bloody hell. Okay.

**Commented [GLA FoI22]:** RDC comments:  
*These letters were not shared during the discussion so it was difficult to comment accurately.*

"NB, letter from Robert Goodwill 12/11/14, facilitating the £30 million from the Government."

All right.

RDC: Yes, he's the Under-Secretary, Permanent Secretary or -- yes.

MH: He's not Permanent Secretary, but he's -- I don't know where he is, Goodwill.

CH: Transport.

MH: "That the contract for the construction of the bridge should be let under an open competitive tendering process."

Let's see. Bouygues, whatever they're called, Bouygues' contract.

RDC: Yes.

MH: "I understand that the maximum of £8.025 million of this proposed increase will be required for preconstruction activities and I have made the redetermination on the basis --"

RDC: That's of their money, I think.

MH: Yes, but it was half/half, it was 50:50.

RDC: Yes. I think it's £8 million and £8 million. So that's the DFT's contribution.

MH: I see.

RDC: That's not saying the cost of the activity is only £8 million. They were very clear that they wanted their money to be spent more on the construction side, rather than what they saw as the risky front end planning and land, and they saw the Mayor as committing his money to that, because he was the Mayor and he was better-placed to manage those risks. That was the logic, which I can sort of understand.

MH: Okay. So you're not surprised by £28 million?

RDC: No. You're right, it is more than we were forecasting and that's partly because the way that the Trust have proceeded on some of the challenges they've had and obstacles that have been thrown up has meant they've had to do things in a slightly different order. So they progressed further on the design ahead of actually starting building to keep the contract with Bouygues. So some of that work would have been part of the construction phase if everything had gone a bit more smoothly.

MH: And did you approve that they let the contract to Bouygues?

RDC: No, we --

MH: Did you think there was a risk in that? They hadn't got all the permissions; the NAO report is quite critical on that point. And they haven't got the PLA permission.

RDC: So in the funding agreement with the Trust, it's got various conditions in it that say, "Before you do this, you must do that" and a whole range of things and one of them is demonstrating that they've made sufficient progress before letting contracts and things like that. So there was a moment when the Trust present things to us and we had to take a view whether it met that condition or not. The conditions in the funding agreement weren't specified in a huge amount of detail, so we took the view. And, with this project as well, things have sort of progressed and some things have moved backwards because of the nature of where it's got to.

MH: So just to get this clear in my mind, because letting the contract was quite a big step and it has led to all this, "Who's going to fund --"

RDC: Yes, the guarantees and things, yes.

MH: The guarantee and fees if they terminate the contract. Did they come to TfL and say --

RDC: Yes, that's one of the conditions in the funding agreement, that they would come --

MH: They came and you approved it?

RDC: Well, me and a combination of other people. So I received it as the nominated person and then sought the input from the finance person, who went to... ||

MH: So give me your view of it. You thought it was okay?

RDC: Sorry, I can't remember exactly what the condition says -- the funding agreement defines the conditionality and they have to meet those conditions and those conditions are not absolute, so they have to demonstrate sufficient progress with it, that's the tone of it.

MH: You thought the risk in that --

RDC: So through the ongoing dialogue with the Trust, we had assessed the risk and -- I can't remember, but I think there's break clauses in there. There were various breaks in the contract with Bouygues. It wasn't "We let the contract now and they start building tomorrow" it was, "We let the contract, we give them the commitment, but there's a further break there and a further break there". It was staggered. So constantly what the Trust has done is pushed back the final point when they actually say yes to the diggers.

MH: What was the point of letting the contract?

**Commented [GLA FoI23]:** RDC comments:  
*I was interrupted at this point – the process for reviewing and approving spend under the funding agreement involved full input from the finance and legal departments and with full awareness of the Commissioner and his senior team as well as the Mayor's office.*

RDC: What was the point in getting Bouygues committed and contracted? Well, (1) it demonstrated progress.

MH: PR? Tey didn't have Coin Street. That was always going to be --

RDC: Coin Street have been -- I don't know whether you've spoken to Coin Street in any of this.

MH: I have.

RDC: Coin Street have been through an up and down giving their support for this.

MH: But they are like that. I've met Coin Street over the years. They are a very aggressive bunch of people.

RDC: Yes.

We took the view that they'd met the condition and we looked at all the risks very carefully. You've got to remember as well that --

MH: Was your view at the time, "This is a sensible time to be letting the contract"? Was your judgement -- whatever said in the document, "Is it sensible at this point with how they've raised the money privately, where they've got on the permissions? Is this a sensible time to let it?"

RDC: Yes. It think it was always a balance of risk, where they'd got to. There was also a strong political push which we've talked about, to make progress with this, but we looked at the risks very carefully. I was very clear that it wasn't a decision that I would take on my own, I would seek the input from other people in TfL and get the Commissioner to say he was happy with it, because I knew these were decisions that were quite significant.

And what the Trust actually had with Bouygues was a series of breaks basically pushing away the inevitable further into the future, so every decision that they were taking wasn't the final decision. So they have various break clauses with Bouygues, which is what the Government cancellation guarantees are around. But there was pressure from the political side at City Hall and from the Government for this to carry on, because they committed money. And Bouygues had put a very competitive price to build, they'd done a good price to build it. They'd offered some very positive things about how they were going to build it, support for training, all those kind of things. It was seen as a very good bid, because they wanted to showcase what they could do in the UK. And we didn't want to lose that, didn't want to lose the public money that had gone in, so it was all about maintaining the momentum, keeping it going and balancing risk.

**Commented [GLA FoI24]:** RDC comments:  
*This is not me agreeing with MH comment but acknowledging the statement*



MH: Okay. If you hadn't had political pressure, Richard, would you have let the contract at that point?

RDC: But everything in TfL has political pressure. Nothing we do doesn't.

MH: It just seems to me this is a highly risky venture and if it had been me taking the decision, I would have said, "Hang on a minute, we ought to sort out a little bit and we ought to get a bit more money"

RDC: And you can see a lot of that -- I don't know how much of that communication you've got but you can see a lot of that around those decisions about, "Where's the money? What's the risk? What's the mitigation? Where's Government on this?" and that was a big part of the discussion and those discussions were in the round. Yes, there was a desire from City Hall and from national Government to keep this going, because they committed money. From a public money perspective, the fact we committed some money and there was a business case, we didn't want to lose that money --

MH: You have committed money, but you are risking future money. Obviously you've spent money, but you're risking one heck of a lot of money.

RDC: It was a frustrating, difficult project from that perspective.

MH: But you felt quite --

RDC: Not me in isolation, because I was very clear that this is something we, TfL -- this needed a TfL discussion about this.

MH: So it's you. Who were they?

RDC: Well, the Commissioner, ultimately. The finance, the legal, the Commissioner were all aware of where we were with this and were happy with the recommendations and the decisions we were taking step by step. And also we briefed City Hall on some of those risks as well and said, "This is where we've got to. We can do this, this. We can do the rest of this".

MH: When you say "brief City Hall" you mean Isabel and Ed?

RDC: Through mayoral meetings, yes.

MH: Again through these unminuted mayoral meetings?

RDC: Which happen every week. There's probably one happening today.

MH: Okay. And then we get them coming in and asking for ... by the way, did you have any role in the trip to try and raise money? The Mayor did the trip to Apple in California.

RDC: No.

MH: Did you know about it?

RDC: Not until afterwards. It's been very widely reported.

MH: So there is a role. You see, it's quite interesting, this. I'm not going to be able to prove it. So the decision whether to let that Bouygues contract was discussed by you, because that was under the terms of your contract with the Trust?

RDC: So TfL had the funding agreement, yes.

MH: Yes, the funding agreement with the Trust. And it went to the Mayor and it went to the unminuted, unscripted Mayor's meeting?

RDC: Yes, so the Mayor -- there was a constant --

MH: So this idea that Isabel and Ed and Boris, who I have yet to talk, didn't know about procurement --

RDC: Oh no, that's a different procurement, so this is all about keeping the Mayor and his advisors updated on progress.

MH: Yes, but they took a view.

RDC: And that's exactly what we were doing, updating them on progress.

CH: Do you know if there would have been a paper for that?

RDC: I don't. There were a series of update papers.

MH: Can we just check? And I'm sorry to ask you. More bloody paper.

CH: No, -- but I think it feels like from records (a) that's nearer, and (b) that's TfL having a briefing note, which I feel might have more chance of having been kept than a note of the meeting, so I can ask.

RDC: Yes. TfL produces briefing notes for those mayoral meetings.

MH: Then we go through all these amendments to that money without -- let me just get the right bit. You can see how much paper --

RDC: My role changed during this process as well. Michele moved into a different role and I took her job.

MH: Yes, and then you took over, okay.

RDC: Which was some point in 2015.

MH: Yes. They were given the original contract, the Trust is, or the funding agreement.

RDC: The funding agreement, yes.

MH: Thank you. And then it was revised.

RDC: Yes. There were a couple of revisions, I think.

MH: Can you take me through that? They came to you?

RDC: So from memory, the revision -- the original funding agreement had a schedule of payments.

MH: Yes, I've got it. The cap was originally set at £8.2 million construction.

RDC: Yes.

MH: June 2015 they added more, so it came to £9.95 million.

RDC: Yes, yes.

MH: And are you telling me that the TfL contribution was higher than £9.95 million? Because this is the Government contribution.

RDC: Yes, you see, it --

MH: And then it was increased to £13.2 million in February 2016.

RDC: I think -- yes, I think everything the NAO talks about is the Government's contribution to the project. Separate to that -- and it goes back to Government didn't want to put money in upfront; they wanted TfL to do more of that. So that's why they're always holding money back, but that's not the total expenditure. You need to add to that what TfL was doing at the time.

MH: And TfL was? Do you remember that?

RDC: TfL was more, exposed, if you like, upfront on those early costs. We were funding the more risky uncertain work that was more likely to be abortive, because that was the agreement with Government, because we were seen as best-placed to manage the risk. The devolved administration to London, "That's your job in London. Sort it out. You know these people". That was the view, which is probably fair enough.

MH: Yes, but it just seemed you kept risking more and more and more.

RDC: So the process of agreeing changes to the funding agreement was all about the payments and the timing of the payments.

MH: And then there was a payment just before the election, which I'm trying to locate. It was the end of April, 22 and 26 April is what sticks in my mind, there was given a further payment outside the terms of the original agreement that was given just before the election.

RDC: Was there? I don't know. I looked --

MH: And which I think is in purdah and I can't understand why you --

RDC: Did you speak to Howard about the rules of a pre-election period?

MH: He was going to come back to me.

RDC: Because it's about announcements, not decisions, that was their deal, but --

MH: It isn't, it's about decisions as well. I can't believe it's not decisions.

RDC: No, I -- well, that's one for Howard, but --

MH: He's going to come back. He hasn't come back yet?

CH: He hasn't.

RDC: I think as well, Margaret, that's after I'd left. This carried on after I left, obviously.

MH: When did you leave?

RDC: In April. Can't remember the date, but there was a payment after I left.

MH: So that last April payment was after you left?

RDC: I think --

MH: 22 and 26 April?

RDC: I'm trying to think of the day I left now. I left before the election, so that could be the week after I'd left, yes. So I'd already handed over my stuff.

MH: Let me see if I can get to the right documents. Sorry to keep you on this one. This is the management stuff. Here you are: 25 April 2016, right?

RDC: Right.

MH: "Letter to B Emmett from Richard."

**Commented [GLA FoI25]:** RDC comments:

*This is incorrect – there was no payment at this time. I did not have the papers available during the meeting to be able to answer this question. The next 4 pages of this transcript are based on a misunderstanding by MH of what the letter of 25 April 2016 is referring to.*

*This was not an additional payment but an agreement (a Deed) to vary the existing agreement and make up to £1.3m available from the agreed funding commitment should it be required. This would be paid under circumstances where the project was cancelled within a defined time period. This provided this commitment for a fixed period – up to the 31 May only. As the project was not cancelled this commitment was not required and fell away.*

*This was superseded by further revisions to the funding agreement issued by Alex Williams at TfL to the Garden Bridge Trust on the 27 May 2016 and 28 September 2016 (both under the new Mayoral administration) which provided funding assurances associated with project cancellation to the Garden Bridge Trust. All of this correspondence is on the TfL website.*

RDC: Yes.

MH: So you were still there. Another variation and they got a further payment of £1.3 million.

RDC: Yes.

MH: I've put myself a note here, "It looks like it was set aside to meet all bills if they default".

RDC: Well, is that a payment or the guarantee? I forget, because there were --

MH: Payment.

RDC: -- changes to the guarantees that happened since, which I --

MH: They got a single payment of £1.3 million just before the election, which I would have thought would be under purdah, but we are checking that.

RDC: Yes.

MH: And you don't remember what that was for, do you?

RDC: No, I can't. Well, it probably says in the letter. , it's probably one of the agreed amendments to the funding agreement. ||

MH: It's a variation?

RDC: Yes.

MH: It's a variation to the funding agreement.

RDC: Yes, so the funding agreement initially had this much money on this date in blocks. And conditions around it.

MH: It's really the thing I was looking at with pre and post.

RDC: Yes. At the time, we didn't -- we had indicative money dates and conditions around it for each of these things and they were reviewed a number of times and that was one of those reviews.

MH: And were you just keeping them afloat?

RDC: We were keeping the project going, but that doesn't mean we were doing that without assessing what the risk was of the project not progressing. So in each case

**Commented [GLA FoI26]:** RDC comments:

*This is incorrect – see comment above. This is not a payment but the issuing of the Deed as described above. Everything from this point to the middle of page 50 that is dealing with this letter is misleading because MH was not clear on the purpose of the 25 April letter and I was not given any background documents to be able to answer the question accurately.*

**Commented [GLA FoI27]:** RDC comment:

*This is incorrect, see correction above.*

**Commented [GLA FoI28]:** RDC comment:

*This is incorrect, see correction above.*

we looked at what's the money for; how does it align to the conditions in the funding agreement; is it demonstrating they are progressing and reducing the risk?

MH: This is the variation? Sorry to keep saying that, but this is the variation?

RDC: Yes. I think they're all variations, because the actual -- the commitment to the money is in the funding agreement, so we'd already agreed to give the money. It was variations to those things that are being documented.

MH: And the variations that are documented are mainly taken out of construction into preconstruction?

RDC: Yes, it's bringing spend forward.

MH: You're keeping them afloat, that's what it feels like.

RDC: Well, it's probably partly keeping the project going, but it's also recognising that there are more activities being done preconstruction than post-construction. One of the things that they were doing, because Bouygues were already under contract at that point -- so when you let a construction contract, normally the first six months to a year is design. You don't start building on day one; you do all the further detailed design. So actually, they brought forward that detailed design activity early, so when they did conclude all the agreements on land, they could actually start the digging. So we were bringing forward elements of work that would otherwise be in the construction phase and that was part of the rationale. That isn't a bad thing to do. It does mean that you're committing further expenditure upfront but that was a judgement that TfL took in the context of everything else and the support for the project.

MH: Even at the end of April, just in the run-up to a mayoral election?

RDC: So there's a point about decisions. It's not decisions, that's the advice that we, as an organisation --

MH: Honestly, I was the Leader in Islington and you wouldn't spend money, you couldn't spend money. You were stopped from spending. , I can't believe that the Mayor --

RDC: Well, that's a point for Howard, because that not the rules. Never mind this, TfL is doing lots and lots of things --

MH: Of course you've got to carry on spending, but anything like this, because it's a variation, so it wasn't even an expenditure on the existing agreement, which of course you would carry on spending, but a variation on a contract on a controversial issue within days of the election seems odd. That's the best I can tell you.

RDC: Well, these things are all tested by TfL, by Howard.

Commented [GLA FoI29]: RDC comment:  
*This is incorrect, see correction above.*

Commented [GLA FoI30]: RDC comment:  
*This is incorrect, see correction above.*

MH: So Howard's going to come back.

RDC: These were all decisions that Howard made as the chief.

MH: Can I take you to the operational plan?

RDC: Yes, which is one of the conditions in the funding agreement, having an operational plan. That's the status of it.

MH: Except that the Mayor goes up on LBC Question Time and says, "I'm not going to spend any money on this. There's no public money going on this" and then the wording changes quite significantly. It goes from, "We're not going to spend anything" to, "You've got to demonstrate you've got five years' worth of money in the bank" to, "You've got to have a sort of credible strategy".

RDC: Yes, business plan and whatever it was, yes. Why did it change?

MH: Yes.

RDC: So there's mayoral directions on this, so --

MH: So you were told, you had to listen up?

RDC: The process that we went through was -- the relationship between TfL and the Mayor's office is briefing them on the outstanding issues and progress. One of the issues that we had around Garden Bridge, to meet a Lambeth condition.

MH: It was a Westminster condition.

RDC: There's some, conditionality around operations and maintenance and that --

MH: They didn't want to be lumped with it.

RDC: Yes, and the thing that became apparent during that process, for any new crossing like this is that there are quite significant obligations the PLA impose around guarantees and "what if" scenarios by the River Authority. This came through a process of negotiation with the PLA about the river works licence and it became clear that some of the kind of guarantees that they were seeking, which go to the heart of the maintenance of the structure, couldn't be covered by a charitable trust because what they were looking for is a commitment around "what if" scenarios.

There was a whole thing about what do you have to do to satisfy the authorities when you're building in the river, what do you need to do to satisfy the planning authorities about operations and maintenance concerned about different things. And through that process it became clear that there needed to be some sort of ongoing commitment from the mayoralty to underwrite some of these elements, otherwise it wouldn't happen.

**Commented [GLA FoI31]:** RDC comments;  
*As stated above, this was not a payment but a Deed that would make up to £1.3m available from the agreed funding commitment. This would be paid under circumstances where the project was cancelled within a defined time period. This letter provided this commitment for a fixed period of time -- up to the 31 May. Similar commitments were given by Alex Williams at TfL on the 27 May 2016 and 28 September 2016.*

Our role was to put the advice to the Mayor and say, "This is the problem. These people are asking for that, these people can't do it" and then we were directed on the back of that to have the guarantees in place. So that was sort of part of the overall --

MH: So again, it was these weekly meetings?

RDC: Yes, , there is a weekly or fortnightly meeting between TfL and the Mayor where there's a whole agenda of things that get talked about. It's the business between the Mayor and TfL and that's where these things get discussed.

MH: Actually, interestingly enough, we have got one Isabel meeting where a lot of these things were discussed with you.

RDC: Yes, I know. I was there, yes. God, it's like I feel guilty by association. You've got to remember, when you're operating under mayoral -- you are doing your job. This was my job to do this. I know it feels funny because you think it's not real transport, but this was the job I was told to do. It was in my objectives, we were directed four times by the Mayor to get on with it. It's irrelevant whether we think it's good, you've got to do your job --

MH: Yes.

RDC: So that was the context of the operation.

MH: When you looked at that operational plan, did you think it was credible?

RDC: Yes, so we spent -- not me, we, TfL -- because we had other colleagues who have got a background in finance looking at this.

MH: You thought it was a credible plan?

RDC: Actually, we thought they were underselling elements of it. We thought there was an opportunity to generate more third-party income from things like retail and merchandising than what they were doing. So we pushed them very hard. If you think about the Garden Bridge and its location, the potential for generating income from merchandising is huge. , it's an iconic structure. So we pushed them very hard on secondary revenue, food, merchandising.

We thought there was a credible business plan that made that work, but we also recognise that for a charitable trust to stand behind what the PLA was asking for was almost impossible and to accept the personal liabilities. And that will be exactly the same for the Rotherhithe footbridge, because what the PLA ask for is really -- it's only the public authority that can deliver it, really. And we didn't know that at the start.



MH: Is it your view that they can raise the cash? , you may not be able to answer this, but is it your view that the bridge could now be built and maintained? Do you think they will raise the money for everything?

RDC: I think it's incredibly difficult for them at the moment because of this question mark through your review and the general positioning, so I think it's very difficult for a charitable trust to raise money in this climate. And I think some of the funders they were talking to, big names like Wellcome Trust, who were very interested in it for very good reasons, will be pausing and waiting to see what happens.

I think for something iconic in that location, I think the progress they made, I think there is potential to generate that money. It's easier to generate capital money than running costs, but I think there's enough income-generating opportunity, including the partial closures -- the opportunity to use it for events, which was a really important part of that funding stream. It does generate money, £3.5 million a year.

It doesn't need a lot of maintenance in the early years. Actually, the bit that requires most maintenance and a very careful plan is the garden, and this is where the Trust have done some really useful, interesting things working with different voluntary groups, charities and different organisations to get a volunteer workforce in the garden. And that's what other gardens do. I think there's a huge potential in that.

MH: Yes. And just your view -- have you got a view on where the cap on costs might end up?

RDC: Well, it's interesting, because they secured a good price from Bouygues, so when it gets reported that this thing cost a hundred and whatever, the construction cost isn't, the construction cost is about £100 million. What costs everything else is all the other stuff like the fees that have already been spent, land compensation and £20 million-odd of VAT back to the Government. So the Government's contribution comes back to them.

MH: Is it your view that the loan will ever be repaid?

RDC: Yes, so the TfL loan?

MH: The 50 year --

RDC: Over time, yes. 50 years is 50 years, isn't it?

MH: Yes. Well, they might not exist in 50 years.

RDC: Well, if they don't, somebody will have stepped in to pick up that obligation.

MH: A public authority.

RDC: Well, not necessarily. City Bridge Trust.

MH: They weren't very keen when you approached them, were they?

RDC: No, they weren't. It's not in the city, which was an issue for them, and it was partly timing and partly all this interest, it just went off the scale very quickly, which made it very difficult for fundraising.

MH: So you didn't quite answer the question. Do you think they'll do it within --

RDC: The money they've got from the public sector?

MH: The money they've got from the public sector and within the overall envelope on capital. We're not talking about the maintenance.

RDC: I've tried to have no involvement in the project since I left, but what I know is that they have managed to fix the price with Bouygues, so the contract price that Bouygues bid and won, they've managed to hold Bouygues to that, which is a very competitive price. The obvious thing that the Trust have to do is to sort out the land with Iain Tuckett and to get that sorted. That's nearly been done so many times, and as you say, you know Iain Tuckett, and he has the ability, at the very last minute, to ...

MH: But you knew that, you see, that's what so odd about it.

RDC: Well, no, no, we knew --

MH: I've known them down the years, Coin Street. They're always difficult to deal with.

RDC: Well, no, so I've been in front of the Coin Street board. , again, people to think of Coin Street as Iain, but it's actually a board, it's run as a board. There was a lot of engagement with Coin Street and the commitment they gave about supporting it was very strong and their position changed.

MH: From the board?

RDC: From the organisation, yes, from the top. What caused Coin Street to flutter was the negative reaction locally and the Lambeth issue that came through the political process.

MH: Yes. And do you think the Trust did enough consultation with local people in the early days?

RDC: I think so. The original consultation was done by TfL, so TfL did the planning application and then the Trust picked that up. I think the Trust actually did a lot of consultation when they took responsibility for it. I think it was very difficult. It's very difficult to do anything on the South Bank. There's a lot of history of people challenging everything. I think they did a lot of consultation.

MH: But if you compare it to putting up the Wheel, because there were --

RDC: They did more consultation than that. People have reinvented history about the Wheel, about it's all fantastic, everyone loves it. You remember at the time people did not want the Wheel to happen.

MH: Yes, yes.

RDC: So they did a lot of consultation. Maybe it was too late because the views have become entrenched. It had become quite political with ward members in Lambeth versus what the leadership in Lambeth were doing and that made things very difficult, because the leadership in Lambeth were supportive and the local ward members were negative. That created a lot of friction locally.

MH: Do you know, I think I'm there.

RDC: You had enough?

MH: Well, you've probably had enough too.

RDC: I probably have.

MH: Let me just do a final check. I may come back to you, Richard, I'm really sorry.

RDC: I can do. Yes, I'm very happy to, if it helps.

MH: I think I've probably --

RDC: I'm happy to give you as much as I can remember, which I can remember quite a lot. And I'm not concealing anything. I've got no -- I've got no agenda to try and present this in a particular way. I've got nothing to gain either way.

MH: No, I think you're lumbered with it.

RDC: Well, hopefully it's not just me personally is lumbered with it.

MH: I'm seeing lots of people.

RDC: But that's how it feels sometimes. Given the job I was asked to do, it's described as a hospital pass, but --

MH: Yes, yes. Do you know, I think we've done the lot.

RDC: Oh, I think the volume of material is huge. There's no --

MH: This is my notes from what I've read so far. Ridiculous.

RDC: There's no other project quite like it. One of the criticisms that's been put at this is it didn't go through the proper planning process, which it absolutely did. So part of the noise coming from the South Bank --

MH: But, for example, one of the things the Trust said to me was that this thing about who owns the air above Temple, all that complicated stuff.

RDC: Yes, yes, which was actually --

MH: But it's predictable. That's why when I think, should they have let the Bouygues contract -- well, you know it's so complicated if you're going to build on top of Temple, you know you're going to spend -- it's going to take you a year to sort that out. You know it is. , anybody who's done any massive construction, where they think Westminster held them up.

RDC: That was known though. All the issues, we did a lot of work to --

MH: Did they know that?

RDC: Yes, certainly.

MH: Well, they're now saying it's taken them longer than they thought.

RDC: It has taken longer, because they're not in control and Westminster need to do things and that's the bit that's been delayed.

MH: Yes, but they knew that. Well, Westminster says it has been doing it, it's just a complicated thing.

RDC: Well, Westminster agreed to a timetable and then the timetable changed.

**Deleted:** changed the timetable

MH: Oh right, they did.

RDC: They did, yes.

MH: Okay. Well, I didn't know that.

RDC: There's a whole series of steps that have to be taken. I can't remember in what order, but it's to do with extinguishing certain rights and bringing --

MH: We are there. I think I've done everything. Probably going to read some more rubbish. Thank you.

RDC: No, I've given you that, which is that personal information about me. I'm happy to leave it with you, but I'd appreciate if it didn't go -- because it is me applying for a job.

MH: Yes, yes.

**Commented [GLA FoI32]:** RDC comments:  
*I provided full copies of correspondence between myself and the recruitment consultant to MH including evidence of all of the interviews I had with Arup to demonstrate that the process I went through was a genuine competitive process. These documents were left with MH.*

RDC: But I think given the suggestion that this is -- my role in Arup is somehow connected to it, I wanted you to see that.

MH: Yes, thank you. Okay, thanks very much indeed.

RDC: When do you think you're going to be done?

MH: I was hoping I would do all the interviews before Christmas, but they're getting rather more difficult, and I was hoping to write it -- I'm away, I'm actually on two weeks' holiday. I'm only just trying to do a day a week. You don't know what else I've got on my plate. I've got quite a lot on my plate.

RDC: No, I know. Well, I probably do know what, you've got loads on your plate.

MH: So I was hoping end of January. I think now, more realistically, it's going to be a month or two after that. People are being a bit difficult about providing dates or coming to see me and I've just got to see them, otherwise I'm not going to add value.

RDC: Did you say you're seeing the former Mayor?

MH: I hope to. , he's obviously key, isn't he?

RDC: Yes.

MH: And if he doesn't want to see me, that says quite a lot.

RDC: Right.

**Commented [GLA FoI33]:** RDC comments:  
*This implies I was agreeing with the statement which is not the case. I was simply noting the statement*