

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or this Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with this Agreement of such an amount as may be specified in Attachment 1 provided always that the Service Provider is not responsible for and shall not be liable to pay liquidated damages in respect of any delays caused solely by any breach or negligent performance of any of its obligations under this Call-Off Contract by the Authority. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of this Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with this Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with this Agreement. The Service Provider shall submit invoices in accordance with this Agreement and the Charges shall be paid in accordance with this Agreement.

5. LIMITATION OF LIABILITY

Attachment 1 specifies any limitation of liability applicable to this Call-Off Contract.

6. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the Greater London Authority

Signature: _____

Name: _____

Title: ASSISTANT COMMERCIAL MANAGER

Date: 14/2/17

SIGNED

For and on behalf of Montagu Evans

Signature: _____

Name: _____

Title: Partner

Date: 6/12/2016

Attachment 1

Valuation brief for GLA Land and Properties Ltd. for land located at Thames Wharf, Dock Road required for the Silvertown Tunnel Project

1. Purpose

- 1.1 This Invitation to Tender (ITT) is issued jointly by the Greater London Authority (GLA) and Transport for London (TfL) to Lot 2 of the Property Consultancy and Development Framework to tender for valuation services and advice required by GLAP and TfL for the land permanently required for the Silvertown Tunnel. This land is located at Thames Wharf, Dock Road shown outlined in red at Appendix A ('north side') and here after called the "Property". The Property is a registered asset of GLA Land and Property Limited (GLAP), a subsidiary of the GLA.
- 1.2 The land required temporarily is outside the scope of this instruction as agreement has been reached for TfL to pay the current rent from GLAP tenants for the period it is held by TfL.

2. Background

- 2.1 The Property is located within the administrative area of the London Borough of Newham (north side) and the associated infrastructure for the Thames River crossing that provides a link to the Royal Borough of Greenwich and the Greenwich Peninsula masterplan area (south side) included for context.
- North Side**
- 2.2 The principle site mainly consists of existing light industrial and commercial uses located to the east of Silvertown Way. The Property is bounded by a safeguarded wharf known as Thames Wharf located alongside the river edge and to the south by the Carlsberg/Tetley site, land which is in the joint ownership of GLAP and Quintain under a Joint Venture agreement.
- 2.3 In this area Dock Rd/North Woolwich Road provides local access to a number of the businesses including steel and metal suppliers, scrap metal dealers, concrete batching plants, waste recycling and management businesses, and an aggregates supplier. The majority of the operators and tenants on The Property are "Olympic Park relocations" which were moved to this site from Stratford as facilitated by the London Development Authority to accommodate the development of the London 2012 Olympics.
- 2.4 More recently, there are emerging plans, led by the GLA and it's JV partner Quintain, to redevelop the area as a high-density residential-led and mixed use development. A feasibility masterplan has been undertaken in partnership with Quintain to determine the development potential of the site. Although currently there is no planning status or adoption of this masterplan it responds to an emerging planning policy designation for the land which is under review as part of an Opportunity Area Planning Framework (OAPF) that proposes to de-designate adjoining Strategic Industrial Land and consolidate the Strategic Wharfs to achieve a comprehensive redevelopment of the area in consultation with land owners and the local planning authority.2.5 In addition to the land considered in this valuation, GLAP also owns land in the Royal Borough of Greenwich (south side) which is also permanently required for the delivery of for the Silvertown Crossing. This land will be subject to a

valuation in co-operation with the GLA's existing development partner, Knight Dragon.

South Side

- 2.6 The majority of the area to the north and east of the A102 is undergoing re-development as part of the consented Greenwich Peninsula Masterplan, which is a major high-density residential-led (c. 15,800 homes), mixed-use development. Currently the masterplan is part implemented with offices, hotel and college buildings to the north set around the established O2 and new residential blocks to the south. The central portion is predominantly laid out as surface car parks and access roads associated with The O2 and the station.

Planning

North Side

(Strategic Site S08: Thames Wharf)

- 2.7 The site is allocated as a strategic site S08 within the LB Newham Core Strategy (adopted January 2012). This allocation proposes its release from a Strategic Industrial Location for the following reasons:

'Proposed release from Strategic Industrial Location (see Policy J2). There is scope to reconfigure the safeguarded wharf on the site to the adjacent site (Carlsberg – Tetley) or to remove the wharf safeguarding at Thames Wharf if a consolidate wharf can be delivered at Thameside West subject to their being no net loss of functionality or wharf capacity. If it can be demonstrated that either scheme can be delivered, this could provide the opportunity to develop new employment, leisure/tourism and residential uses grouped around a potential new DLR station where passive provision is in place, subject to addressing the constraints on the site, including the Silvertown Crossing Safeguarding Area, and the removal of the wharf safeguarding by the Secretary of State. Indicative residential typology – medium density, medium family.

The Council will work together with other public sector agencies and developers to further investigate proposals for relocating or consolidating the four individual safeguarded wharves at Thameside West, to facilitate a more efficient use of land and support the growing neighbourhood at Silvertown. See Policies INF1 and J2 for details.'

- 2.8 The development of the site for new residential-led and mixed use development is therefore dependent upon the proposed reconfiguration of the existing safeguarded wharf and release of Strategic Industrial Land.

Royal Docks & Beckton Riverside Opportunity Area

- 2.9 A working draft Royal Docks OAPF was consulted on in March 2016 as part of a wider 'City in the East' spatial plan. As outlined in this emerging policy and supplementary planning guidance (SPG) to the London Plan the Thames Wharf site has been considered as part of the overall Thameside West area and plans have been indicated based upon the consultation conducted with

the Local Planning Authority, Port of London Authority and land owners in seeking to achieve comprehensive development.

- 2.10 To date an application for the sites redevelopment has not been submitted to the London Borough of Newham. There are several planning consents existing over the land at present for various industrial uses all of which are required to cease activity on 31 July 2017 via a planning condition to align to the timescales of the Silvertown Tunnel works.

Affordable Housing Targets

- 2.11 The new London Mayor has publicly expressed his desire for a target of 50% affordable housing on new residential developments. This is not yet embedded in the London plan which could take approximately 2 years to achieve. However it is likely that the TfL family will be expected to deliver this target across its portfolio. Any forthcoming Housing SPG will also indicate the planning approach necessary to take account of viability in determining planning applications that will include a development appraisal assessed against the ambition to achieve these targets. Based on the appropriate consideration of planning policy it is expedient to value the site at 35% and at 50% scenarios.

PTAL

- 2.12 The Silvertown Tunnel and new public transport infrastructure including a new DLR station will lead to a significant increase in density of residential development with the PTAL rating of the site going from a low 2 to a high 4. This increase in density across the whole site will equate to an increase in units / ha from around 120 to upwards of 240 in line with the London Plan and local planning policy consideration to take account specifically of the proximity to new transport infrastructure.

South Side

- 2.13 The Royal Borough of Greenwich Planning Board has approved a landmark planning application for one of the largest new developments in London.
- 2.14 At a meeting on Tuesday 8 September 2015 the board granted outline planning permission to developers Knight Dragon for a development including c15,800 new homes, two new schools, a new North Greenwich transport hub, new community and health facilities and a new 40,000-square-metre film studio. The average density that has been granted consent on the south side is 250 units per hectare with the highest density reaching 430 Dwellings per hectare.

Safeguarding Direction

- 2.15 The land is currently safeguarded for Silvertown Tunnel (Appendix D). The reference design shows that this will pass under the River Thames, in land that has been safeguarded for this purpose since 1997 (Government Office for London: Safeguarding direction under articles 10 and 27 of the Town and Country Planning Act 1990 relating to potential corridors for east Thames river crossings, transferred to the Mayor of London in 2001).

- 2.16 Safeguarding of land is an established part of the planning process, designed to ensure that land which has been identified for major infrastructure projects is protected from conflicting developments. TfL will direct the local authorities to refuse any planning application on the Property which has development which materially conflicts with the Silvertown Crossing unless it can be addressed by planning conditions specified by TfL.

Silvertown Tunnel

- 2.17 Transport for London (TfL) is proposing a new road tunnel linking the areas north and south of the River Thames between the Greenwich Peninsula and Silvertown, hereafter referred to as the Silvertown Tunnel ("the Scheme"). The location of the Scheme is shown at Appendix C.
- 2.18 The Scheme would comprise a new dual two-lane road connection between the A102 Blackwall Tunnel Approach on Greenwich Peninsula (London Borough of Greenwich) and the Tidal Basin roundabout junction on the A1020 Lower Lea Crossing/Silvertown Way (London Borough of Newham) by means of a twin bore tunnel under the River Thames, and associated approach roads. The Silvertown Tunnel would be approximately 1.4km long and would be able to accommodate large vehicles including double-deck buses. The design of the tunnel would include a dedicated bus/coach and Heavy Goods Vehicle (HGV) lane in each direction, which would provide opportunities for the Applicant to provide additional cross-river bus routes. The Boord Street footbridge over the A102 would be replaced with a pedestrian and cycle bridge.
- 2.19 New tunnel service buildings would be located close to each tunnel portal, at the surface, to house the plant and equipment necessary to operate the tunnel.

3. Brief

- 3.1 The basis of the valuation is to provide an Unrestricted Market Value (UMV) for the Thames Wharf site as calculated in accordance with the terms of the Circular 06/03: Local Government Act 1972 General Disposal Consent (England) 2003. The valuation should be based upon the current and anticipated prevailing policy considerations that are present within the London Plan and as per the consulted draft version of the OAPF.
- 3.2 In accordance with The Localism Act the "relevant valuation date" is based upon the date of prospective transfer of the land rather than a current day valuation. The GLA has taken advice on the relevant valuation date which states that this date will be the date on which TfL takes entry of The Property or vests the land. For the purpose of the valuation the GLA and TfL seek a current day valuation. To note this will require a franking valuation at the date TfL vests in the land to verify the valuation at the point of the final transfer date.
- 3.3 The UMV should consider the feasibility masterplan as jointly commissioned by GLA and Quintain. The Carlsberg Tetley/Thames Wharf 'Masterplan Feasibility Report', 2014 and more recent updated versions, identify the current development capacity of the Property when considering the relevant planning and physical constraints, abnormal condition and the overall opportunity for comprehensive site redevelopment.
- 3.4 The resulting valuation will be required to apportion value of the development land capacity as proposed within the 'Masterplan Feasibility Report' and

supplemental studies in order to attribute an apportioned value to the GLAP land assets only affected by the tunnel infrastructure scheme. .

- 3.5 The GLA and TfL require a valuation that complies with RICS Appraisal and Valuation Standards, ("the Red Book") – in accordance with UK Guidance Note 5.

Intellectual Property

On payment of the agreed fees both GLA & TfL, will be the proprietor of the copyright of any report or written advice provided.

Fees

Fee proposals for the initial advice should be stated as a fixed fee

Conflicts of Interest

You should confirm that you have no conflicts of interest.

Attachment 2

Proposal

Montague Evans Tender Proposal with all commercials and technical information. The services will be provided based upon what Montague Evans have stated in their proposals in the embedded document.



Price

We would propose a fixed rate for the required services of [REDACTED]

Our fixed rate is inclusive of disbursements and reasonable out of pocket expenses.

Schedule of resources

We attach below our schedule of resources. This directly corresponds with the Project Programme included in the Programme and Deliverables Section above.

ME Staff Member	Professional Grade	Hourly Rate	Day Rate*	Total Effort Days	Total Cost
	Partner			1.5	
	Partner			5.5	
	Senior Surveyor			7.5	
	Graduate			6.5	
	Partner			1.5	
			Totals	22.5	

SCHEDULE 1 - KEY CALL-OFF CONTRACT INFORMATION

- 1. Call - Off Contract Reference Number: TfL/90748 – Task 88**
- 2. Name of Service Provider: Montagu Evans**
- 3. Commencement:**
 - (a) Call - Off Contract Commencement Date: 24th November 2016**
 - (b) Call - Off Service Commencement Date: 24th November 2016**
- 4. Duration/Expiry Date: 31st December 2016**
- 5. Payment Period (see Clause 7 of the Framework):**
- 6. Address where invoices shall be sent:**

Greater London Authority
Accounts Payable
PO Box 45276
14 Pier Walk
Greenwich
London SE10 1AJ
- 7. Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider: N/A**
- 8. Time for payment where not 30 days: N/A**
- 9. Details of the Authority's Call-Off Co-ordinator**

Name: [REDACTED]
Address: Greater London Authority, City Hall, The Queens Walk,
London. SE1 2AA

Tel: [REDACTED]
Email: [REDACTED]

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]		Head of Professional Services

11. Notice period in accordance with the Call-Off Contract (termination without cause): 14 calendar days

