



COMMERCIAL, SURFACE TRANSPORT

CONTRACT

FOR

ROTHERHITHE TO CANARY WHARF CROSSING –
TOWN PLANNING CONSULTANCY SUPPORT

BETWEEN

TRANSPORT FOR LONDON

AND

QUOD LIMITED

CONTENTS

Section One

Form of Call-Off Contract	4
---------------------------------	---

Section Two

Call-Off Contract Data Part One	8
Call-Off Contract Data Part Two	16

Section Three

Scope... ..	20
-------------	----

Section Four

Quality Submission	40
--------------------------	----

SECTION ONE

FORM OF CALL-OFF CONTRACT

THIS AGREEMENT is made the 9 day of MARCH 2018

BETWEEN:

- (1) **Transport for London** whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) **Quod Limited** whose registered office is at Ingeni Building, 17 Broadwick Street, London, W1F0AX ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 9th May 2016 ("the *Framework Agreement*").
- (B) The *Employer* wishes to have provided town planning consultancy support services for the Rotherhithe to Canary Wharf crossing scheme ("the *services*").
- (C) The *Employer* has accepted a tender by the *Consultant* for the design of the *services* and correction of Defects therein in accordance with the *conditions of contract*.

NOW IT IS AGREED THAT:

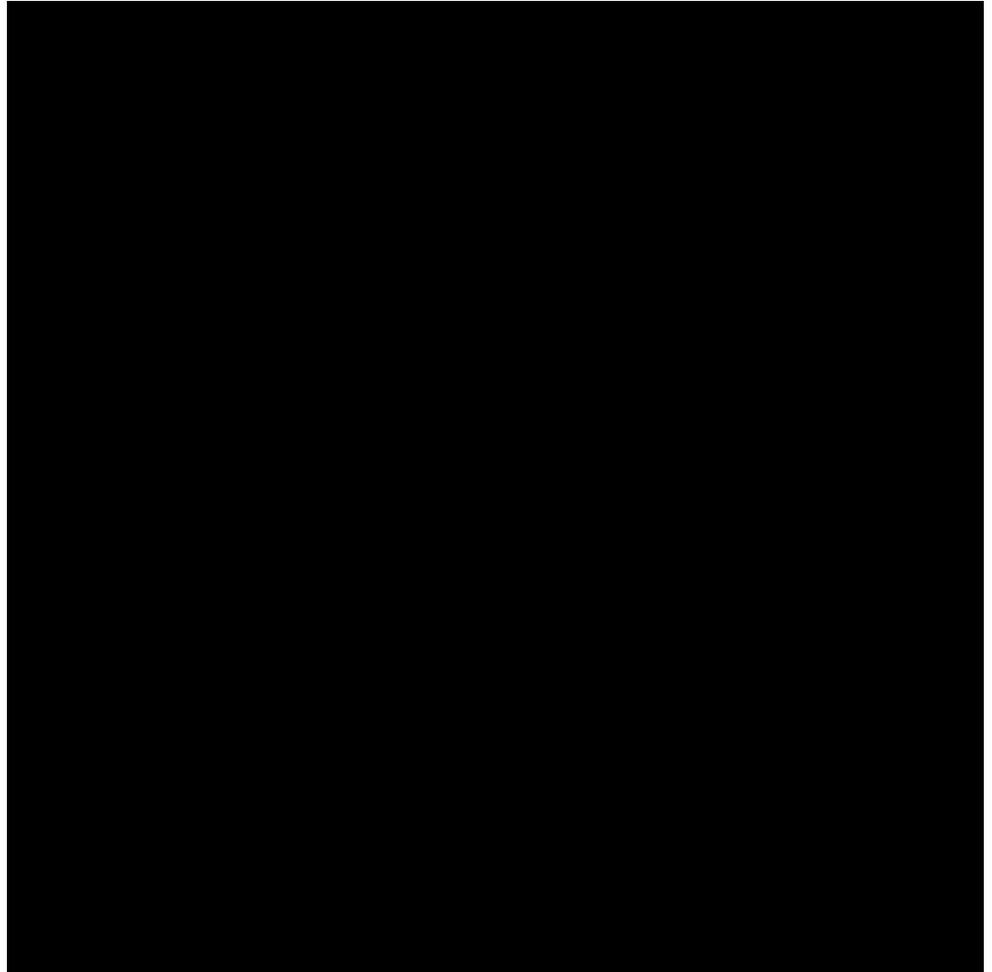
1. Terms and expressions defined in (or definitions referred to in) the *conditions of contract* have the same meanings herein.
2. The *Consultant* Provides the *Services* in accordance with the *conditions of contract*.
3. The *Employer* pays the *Consultant* the amount due in accordance with the *conditions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

- Schedules 1 to 14 inclusive of the Framework Agreement;
5. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:
- 5.1.1 First : This Form of Agreement;
 - 5.1.2 Second : The conditions of contract;
 - 5.1.2.1 Third : The Scope and any other documents included in this contract.
6. Notwithstanding the manner of execution of this Agreement it is agreed that:
- 6.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 12 years from the date of breach; and
- 6.2 the *Consultant* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

IN WITNESS whereof this Agreement has been signed for and on behalf of the *Employer* and the *Consultant* the day and year written above.

Signed by
for and on behalf of
The *Employer*

Signed by
for and on behalf of
The *Consultant*



SECTION TWO

CALL-OFF CONTRACT DATA PART ONE

Part One - Data provided by the *Employer*

Statements given in all contracts

1 General

The *conditions of contract* are the core clauses as may be amended or supplemented by the clauses for Main Option **E** and Secondary Options **X1, X2, X10, X11**, each as may be amended or supplemented by all as attached to the Transport for London Professional Services Framework Agreement).

The *Employer* is

Name **Transport for London**

Address **Palestra, 197 Blackfriars Road, London SE1 8NJ**

The *Employer's Agent* is

Name [REDACTED]

Address **Palestra, 197 Blackfriars Road, London SE1 8NJ**

The authority of the *Employer's Agent* is **as set out in Option X10**

The *services* are **town planning consultancy services, including an Expert Witness and Consents Advisor, to support the Rotherhithe to Canary Wharf crossing project**

The Scope is in **Section Three**

The *language of this contract* is **English**

The *law of the contract* is **the law of England and Wales**

The *period for reply* is **2 weeks**

The *period for retention* is **12 years following Completion or earlier termination**

The *tribunal* is **the courts of England and Wales**

3 Time

The *starting date* is **02 March 2018**

The *Consultant* submits revised programmes at intervals no longer than **4 weeks**

4 Quality

The quality policy statement and quality plan are provided within **6 weeks** of the Contract Date

The *defects date* is **52 weeks** after Completion of the whole

of the *services*

5 Payment

The *assessment interval* is **4 weeks**

The *currency of this contract* is **pounds Sterling (£)**

The *interest rate* is **2 % per annum above the base rate of the Bank of England.**

8 Indemnity,
insurance and liability

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

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

property resulting from an action or failure to take action by the <i>Consultant</i>	extension cover	
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract.	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> in respect of each claim, without limit to the number of claims	The duration of the contract

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

Optional statements

The *completion date* for the whole of the *services* is
31 August 2020 with the option to extend up to a further 18 months at the *Employer's* discretion.

The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **4 weeks**.

The *index* is **UK Consumer Price Index (CPI)**

The *law of the project* is **the law of England and Wales**

Annex 1 – Preambles to Schedule of Rates, Annex 3

Preambles

- a. The *Consultant* is required to deliver the services set out in Section Three, Scope of Works.
- b. All rates shall exclude VAT.
- c. The Schedule of Rates (Contract Data Part 2, Annex 3) is based on a time based contract and as such shall be completed by providing rates for all individuals charging time.
- d. The *Consultant* shall add extra rows as necessary to the Schedule of Rates to include all named individuals.
- e. All expenses are deemed to be included in the rates.
- f. The *Consultant* shall provide a rate for a Consents Advisor assuming co-location in TfL's offices as per Section Three – Scope of Works.
- g. The *Consultant* shall adopt a collaborative approach to working with the wider project team including the *Employer* and other consultants. The Employer will typically expect project resources to be co-located when working on project activities.
- h. The *Consultant* shall be available with reasonable notice during normal working hours to attend co-located offices or other reasonable locations as required by TfL to support the project activities.
- i. Normal day rates shall be 8am to 8pm from Mondays to Fridays inclusive in accordance with the PSF 91313 Professional Services Framework – Multidisciplinary Services. Normal day rates shall be valid for an 8 hour day, and shall be prorated for any part thereof.
- j. Night rates shall be 8pm to 8am Monday to Sunday inclusive. The rates shall be valid for an 8 hour day and shall be prorated for any part thereof.
- k. Weekend rates shall be 8am to 8pm Saturday or Sunday inclusive and any Bank Holiday. The rate shall be valid for an 8 hour and shall be prorated for any part thereof.
- l. Percentage mark-ups for out of hours working shall be entered as additional to the normal day rate. For example, an entry of 50% shall be interpreted as the normal day rate plus an additional 50%. An entry of 0% shall be interpreted as no mark-up on the normal day rate.
- m. Staff Designation/Grades shall match those found in the PSF 91313 Professional Services Framework – Multidisciplinary Services (see Annex 2), and their competencies shall match the descriptions shown. Rates for individual staff shall not exceed the maximum rates under that framework specifically under Lot B(23) Town Planning: Development Planning.
- n. The Consultant shall not include any additional staff who exceed the maximum rates as set in each Grade under the Framework unless agreed in writing by the *Employer's Agent*. The *Consultant* can add additional designations, not Staff Grades, to Annex 3 of Contract Data Part 2, Schedule of Rates.

- o. Candidates named in the Schedule of Rates shall correspond to the CV(s) included in *Consultants Proposal* and correspond to the consultant grade descriptions described in Annex 2.
- p. The rates submitted in the Schedule of Rates within this Call Off Contract will be reviewed on the first anniversary of the Call Off Contract *starting date* and each subsequent anniversary during the duration of the Call Off Contract. On each such review, the rates included in the Schedule of Rates only are adjusted by the index stated in Contract Data Part 1.
- q. Specialist Consultants at above Framework Maximum Charge Out Rates will be deemed non-compliant unless approval was sought by the *Employer* within the Mini Competition clarification process prior to submitting the final Proposal.

Annex 2 – Consultant Grade Description

Partner/Director

General	For a partnership, a Partner in the practice; for a limited company, any employee who carries the title “Director” (or “Associate Director” or other similar title) and who is normally chargeable to projects. Member of a company generally in overall charge of the management, policy and conduct of the firm’s business including maintaining effective communication channels and is able to commit the company to undertake all major contracts. Responsible for all grades of personnel.
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several major programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Overall responsibility for project(s) and for supervision, control and development of subordinate personnel. • Significant management responsibility and direction within the consultancy including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Develop client relationships. • Review enquiries for consultancy services, prepare fee proposals and negotiate commissions. • Manage and control all the personnel efficiently, and in compliance with all relevant statutory instruments procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Develop and maintain effective communication channels, between the consultancy and TfL and external contractors and other bodies as necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Oversee all commission activities and ensure full adherence. • Comply with all the projects safety and quality assurance

	<p>procedures and requirements, including audits, and ensure that all consultancy personnel do likewise.</p> <ul style="list-style-type: none"> Facilitate and ensure that training needs, both personal and that of the consultancy personnel, are identified and addressed.
--	--

Principal Consultant

General	<p>Reporting to Partner / Director. Member of a company who is able to deputise for the Director. The person will have the ability to manage and control teams and ensure that there are sufficient teams of personnel assigned to commissions. Responsible for all grades of consultants and support staff.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. Must have relevant work experience spanning several programmes. The ability to demonstrate key involvement in delivering projects of high value and complexity. Must have substantial transport experience and technical skills appropriate to the sub-category. Responsibility for project(s) and for supervision, control and development of junior personnel. Significant management responsibility and direction within the Consultancy including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> Deputise for the Partner/Director on all aspects of the project. Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. Communicate effectively with other members of the project team and with other TfL departments and external consultants and bodies where necessary. Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. Supervise, control and develop personnel assigned Ensure that the team's activities meet the objectives of the commission. Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise. Ensure that all appropriate training, both personal and that the team personnel, is undertaken.

Senior Consultant

<p>General</p>	<p>Reporting to Partner / Director or Principal Consultant. Person holding corporate membership of a professional body recognised by TfL and has the ability to demonstrate key involvement in delivering projects of high value and complexity. Responsible for all grades of consultants and support staff on behalf of the Director/Partner.</p>
<p>Typical Education /Qualifications and Experience</p>	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes / projects • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel. • Significant management responsibility and direction within the organisation including client liaison, specialist skills or experience.
<p>Responsibilities</p>	<ul style="list-style-type: none"> • Deputise for the Partner/Director or Principal Consultant on all aspects of the Project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned • Ensure that the team's activities meet the objectives of the commission. • Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise. • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.

Consultant

<p>General</p>	<p>Reporting to Principal Consultant / Senior Consultant. A person with the ability to assist in the management and control of a project team to ensure delivery of the required projects. Responsible for Junior Consultant / administration staff</p>
-----------------------	---

Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several projects • Must have some transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Principal Consultant/ Senior Consultant on all aspects of the project. • Assist in the management and control of a project team of consultants to ensure efficiency and compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies as necessary. • Supervise, control and develop personnel assigned. • Ensure that own and assigned personnel activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all team personnel to likewise • Ensure that all appropriate training, both personal and that of assigned personnel, is undertaken.

Junior consultant

General	<p>Reporting to Senior Consultant/Consultant. A person with the relevant experience capable of working on some aspects of the delivery of the required project. Responsible for support staff.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Must have relevant work experience in at least one completed project.
Responsibilities	<ul style="list-style-type: none"> • Assist the Consultant where appropriate. • Supervise the support staff assigned (if appropriate). • Work in compliance and ensure that all assigned personnel comply with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Ensure that own and assigned personnel's activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all assigned personnel do likewise. • Ensure that all appropriate personal training is undertaken.

CALL-OFF CONTRACT DATA PART TWO

Data provided by the *Consultant*

Statements given in all contracts

The *Consultant* is

Name: **Quod Limited**

Address: **Ingeni Building, 17 Broadwick Street, London, W1F0AX**

The *key persons* are

(1) Name: [REDACTED]

Job: **Director**

Responsibilities: **Town Planning Expert**

Witness Qualifications: BSc Estate

Management, MRICS

Experience: [REDACTED] has particular experience of handling larger projects within the company; many of which require him to take on the role of lead consultant and often involve wide bringing together key outputs from Environmental Assessments, viability appraisals, design and community issues. [REDACTED] does not specialise in any specific forms of development, believing instead that the principles of good planning should apply to any type of development.

(2) Name: [REDACTED]

Job: **Senior Planner**

Responsibilities: **Consents Advisor**

Qualifications: **BA (Hons) MPlan, MRTPI**

Experience: [REDACTED] joined Quod in July 2015, shortly after being awarded full membership of the Royal Town Planning Institute. He has since been closely involved with the development consent order and planning applications associated a new nuclear power station in North Wales on behalf of Horizon Nuclear Power Ltd. [REDACTED] primary focus on this project is delivering the planning permission for the Site Preparation and Clearance works which will serve to reduce the overall construction period for the new power station by 12 to 18 months. This has required extensive pre-application consultation with key stakeholders and close collaboration with various client teams to ensure consistency with the wider project. In addition, [REDACTED] is involved in the production of the impending DCO application

- The staff rates are

See Annex 3 to this Contract Data Part 2

Optional statements

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

See Appendix B of Section 4, Quality Submission – Indicative Programme

Annex 3 – Schedule of Rates

Schedule of Rates				OUT OF HOURS WORKING MARK-UP (%)	
NAME	ROLE	STAFF DESIGNATION/GRADE	RATE/ DAY	NIGHT RATE UPLIFT	WEEKEND OR BANK HOLIDAY RATE UPLIFT
██████████	Town Planning Expert Witness	Partner/Director or equivalent	██████████	0	0
██████████████████	Consents Advisor	Senior Consultant	██████████	0	0

SECTION THREE

SCOPE

CONTENTS

1. Organisational Overview	23
2. Background	24
3. Specification and Description of the Services	27
4. Pre-Application	28
5. Post-Submission	29
6. Post-Consent (Optional)	30
7. Ongoing Tasks – Including Specific Roles	30
8. Crossing Options	34
9. The Consent Route	35
10. Related Commissions	37
11. Timing Programme and Completion	38
12. Key Deliverables/Milestones	38
13. Appendix A	40

1. ORGANISATIONAL OVERVIEW

1.1 TfL was created in 2000 as the integrated body responsible for London's transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.

1.2 TfL manages London's buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles and the Congestion Charge scheme.

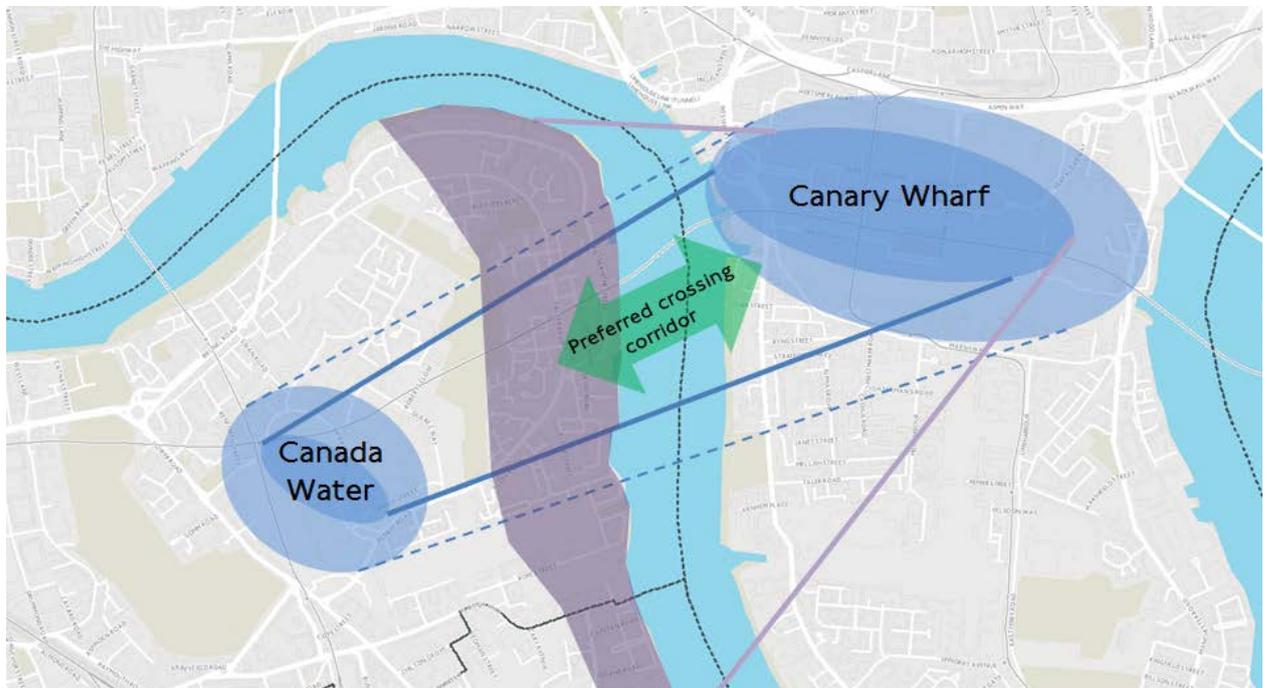
1.3 Further background on what TfL does can be found on the TfL website here:

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

2. BACKGROUND

- 2.1** The *Employer* requires the *Consultant* to undertake town planning services in relation to the proposed Rotherhithe to Canary Wharf Crossing.
- 2.2** The primary aims of the commission are:
- 2.3** To provide town planning advice in the development of the design of the Rotherhithe to Canary Wharf Crossing.
- 2.4** To provide resources to support the management and preparation of the required application documents.
- 2.5** To assist the *Employer's* Consents Manager in managing the consents process and to advise the *Employer's* project team on all consents related matters particularly in relation to a Transport and Works Act Order (TWAO) submission.
- 2.6** The Employer is investigating the feasibility of providing a new walking and cycling crossing of the River Thames between Rotherhithe and Canary Wharf.
- 2.7** This project is one of a number of proposed new river crossings for London which are intended to improve cross-river connectivity in London. These crossings consist of public transport, highway, pedestrian and cycle links to improve access to jobs, facilitate business activity, support housing development, enhance the resilience of the transport network and encourage more sustainable travel.
- 2.8** The concept of a river crossing in this area first emerged around a decade ago, under plans to develop Greenways for the 2012 Olympic and Paralympic Games. Work previously led by Sustrans, resulted in a series of feasibility studies:
- A Preliminary report- Ramboll Whitby Bird, November 2006
 - An Outline Economic Appraisal- Colin Buchanan, March 2007
 - A Technical Feasibility Study- Ramboll Whitby Bird, March 2008
 - A Demand Forecast report- Colin Buchanan, September 2008
 - A Feasibility Study- Sustrans, February 2016.
- 2.9** The work undertaken by Sustrans has informed, but is not part of, the *Employer's* current work; the Mayor, through the *Employer*, has independently reviewed the need and options for a crossing in this area.
- 2.10** Figure 1 below shows the preferred crossing corridor between the two growth zones (in blue) of Canary Wharf and Canada Water. The area shaded in purple on the Rotherhithe peninsula is an area which has a Public Transport Accessibility Level (PTAL) of 1 (extremely poor).

Figure 1 - Proposed Rotherhithe to Canary Wharf river crossing corridor



2.11 The Mayor has asked the *Employer* to develop a crossing as a priority because of the following context:

- Both the Isle of Dogs and Canada Water on the Rotherhithe peninsula are designated as Opportunity Areas where significant housing and employment growth is anticipated in the coming years.
- Significant cycling growth has taken place in central and inner London.
- Central to the Mayor's Healthy Streets London vision is to encourage walking and cycling with safer and more appealing routes to create a better city for all Londoners¹. Improvements to cycling access and capacity are required if continued growth is to be supported, particularly for employees living in south London, for whom the options for crossing the Thames onto the Isle of Dogs (to access Canary Wharf) are limited.
- The section of the Jubilee line between Canada Water and Canary Wharf is increasingly crowded in the peaks, but there are no convenient alternative options for travelling at surface level due to the

¹ Mayor's Transport Strategy. Draft for public consultation. June 2017

position of these growth areas on peninsulas of the Thames. This congestion is forecast to remain even after the opening of the Elizabeth line (Crossrail). Improving the accessibility of the Rotherhithe peninsula for walking and cycling would provide existing and future residents of the area with an alternative active travel option.

2.12 Employer's Objectives

The Employer's objectives are:

- a) To connect the two Opportunity Areas of Canada Water and the Isle of Dogs
- b) To improve connectivity from the Rotherhithe peninsula, particularly the area beyond the walking catchment of Canada Water Station
- c) To encourage more people to walk and cycle in the area
- d) To provide additional capacity and routes for cyclists as an alternative option to existing crossings in the area
- e) To produce a well-designed and convenient link which achieves value for money and is fundable
- f) To provide an alternative link to the Jubilee line between Canada water and Canary Wharf

3. SPECIFICATION AND DESCRIPTION OF THE SERVICES

GENERAL REQUIREMENT

- 3.1. The *Consultant* supports the consents work stream for the Rotherhithe to Canary Wharf Crossing.
- 3.2. As outlined in previous sections, the current assumption is that the *Employer* will be applying for a TWAO based on the emerging preferred option of a navigable bridge. This is subject to the outcome of the public consultation and the *Employer* confirming the crossing type. The *Consultant* assumes a TWAO for consent and that there will be a public inquiry.
- 3.3. The *Consultant* provides an expert witness to present town planning related evidence at the inquiry. The proposed programme is challenging and the *Consultant* prepares resources and for these timescales appropriately.
- 3.4. The *Consultant* provides a team that can mobilise quickly and begin tasks imminently after contract appointment. The *Consultant's* team shall be flexible and adaptable to changes in the current challenging programme (see section 11).
- 3.5. The *Consultant* reports to and works closely with the *Employer's* Consents Manager. In addition, the *Consultant* works closely with other members of the *Employer's* project team, including the environment team, the scheme designer and the stakeholder manager.
- 3.6. In addition to the general town planning support, there is a requirement for two specific roles which the *Consultant* provides:
 - Consents Advisor
 - Town Planning expert witness

More details on these roles are provided below.

- 3.7. The contract can be split into key areas of work:
 - i. **Pre-application:** From *starting date* to submission of a TWAO application. This phase includes all town planning activities to take the scheme to submission and acceptance of the TWAO application.

- ii. **Post-submission:** From submission of the TWAO application to decision by the Secretary of State.
- iii. **Post-consent:** From Secretary of State decision to handover of consents risk to Contractor.
- iv. **Ongoing tasks:** Stakeholder engagement; Commission Management; and specific roles, including; expert witness and Consents Advisor.

4. PRE-APPLICATION

Activity 1: Design development (A01)

- 4.1. The *Consultant* provides town planning advice to influence the design development and ensure compliance with national, regional and local planning policy. The Consents Advisor will be required to attend specific design meetings.

Activity 2: Preparation of consent applications (A02)

- 4.2. The Consultant prepares the planning statement and leads on the preparation of the design and access statement to support any consent submission. The preparation of these documents is in line with the consent programme and includes periodic reviews and meetings on the progress of each document. The documents are prepared with input from the Employer's project team.
- 4.3. The Employer reviews and comments on drafts of the reports produced to enable the Employer to comment and agree on them prior to finalisation. The format of all reports and review timescales are agreed with the Employer prior to production, however for the purposes of the programme the Consultant allows a period of two weeks for the Employer to review and comment.
- 4.4. The Consultant supports the Employer's review of, and provides comments on, documents and plans prepared by others to check for accuracy and consistency. This includes but is not limited to those plans and documents on the draft list of required documents and plans can be found in Appendix A. Part of this review is to ensure that each document meets the minimum validation requirements. A draft list of required documents and plans can be found in Appendix A.

- 4.5. The Consultant supports the physical submission of the consents application online and/or in hard copy.

5. POST-SUBMISSION

- 5.1. Following submission of any consent application, the *Consultant*:

Activity 3 – Management of post-submission (A03)

- Supports the management of post submission processes including supporting the *Employer's Consents Manager* in negotiations with decision makers, design changes and any re-submission of documents/details;
- Attends meetings with stakeholders to resolve objections and other planning matters;
- Provides planning input into or produces any documentation that may be required by the decision maker to support determination of the application;
- Supports the *Employer's Consent Manager* in managing the programme for obtaining the required consents and input into the wider project programme;

Activity 4 – Section 106 agreement (A04)

- Provides input into the drafting of application conditions and drafting the Section 106 agreement heads of terms;
- Assist the *Employer* to resolve any relevant objections; and

Activity 5 – Expert Planning Witness (A05)

- Provides an expert planning witness for a TWAO public inquiry. Activities will include statements of case, proof evidence and providing evidence at the inquiry.

6. POST-CONSENT (OPTIONAL)

- 6.1. Following determination of any consent application, the *Consultant*:

Activity 6 – Management of post consent (A06)

- Supports the *Employer's Consents Manager* to manage the application process for the discharge of any planning and environmental conditions;

- Provides planning input into or produce any documentation that is required to discharge those conditions;
- Attends meetings with stakeholders to negotiate and resolve planning matters;
- Attends meetings, provide advice and/ or provide documentation to support the resolution of the Section 106 agreement;
- Supports the *Employer's* Consents Manager to seek any material or non-material amendments to any consents as necessary; and
- Supports the management of the handover of consents, including interpretation, and explaining commitments and obligations to the design and build Contractor.

6.2. The Post-consent tasks as detailed above are optional scope items. The *Employer* will confirm the Post-consent tasks the *Consultant* delivers. The *Employer* may instruct the *Consultant*, or any other party, to provide these tasks.

7. ONGOING TASKS – INCLUDING SPECIFIC ROLES

Stakeholder engagement

- 7.1.** The *Employer* manages stakeholder engagement and stakeholder communications. The *Consultant* provides input into the ongoing development of the stakeholder engagement plan to support the submission of the consent applications. The *Consultant* assists the wider project in ensuring all relevant statutory and non statutory bodies have been identified in the stakeholder engagement plan.
- 7.2.** The *Consultant* liaises effectively with key stakeholders, particularly the Local Authorities and other statutory bodies as required. The *Consultant* will sometimes be required to attend or lead in meetings with stakeholders but will normally support the *Employer's* Consents Manager.
- 7.3.** The *Consultant* assists at various consultation events. The current project timetable details a second public consultation in summer 2018 (although this is subject to change) and the *Consultant* shall provide input as appropriate.

Commission Management

- 7.4.** The Consultant shall work collaboratively with the Employer at all stages of the project to ensure efficient working in line with the Employer's requirements. The Employer shall be fully and directly engaged in the day-to-day implementation of Consent related tasks.
- 7.5.** In collaboration with the Employer, the Consultant will develop a Commission Management Plan to ensure compliance and proper coordination with TfL internal governance and the scope of this work.
- 7.6.** The Commission Management Plan shall set out the programme, key outputs, milestone deliverables and the means of coordinating all involved throughout the commission.
- 7.7.** The Commission Management Plan shall identify how the various interfaces with the other work packages will be managed (for example engineering and design, environment and transport planning). The Commission Management Plan shall also detail the process by which all consents work will be identified, planned and managed and how outputs will be checked and authorised before handover to the Employer.
- 7.8.** The Commission Management Plan should outline how the structure of the commission might adapt and evolve between phases of the project.
- 7.9.** In addition, the Commission Management Plan should include details on project quality. This shall encapsulate all areas of the Consultant's commission. Project quality should describe the activities, standards, tools and processes necessary to ensure that the level of quality is delivered consistently throughout the commission. For example, it shall set out quality expectations, describe the standards that will apply, describe document control and change control procedures.

- 7.10.** In collaboration with the Employer, the Consultant will develop a programme for the consent workstream that is consistent with, and supports, the main project programme. The programme shall be reported in MS project format and completed in sufficient detail to allow the Employer to establish progress and risk before work commences.
- 7.11.** The Consultant shall identify in the programme when the appropriate task commences. The programme shall include elements of the consents work which may be sequential and identify key interfaces with other project areas. The Consultant shall report progress on a 4 week period or on a period to be agreed with the Employer. Early identification of programme slippage shall be communicated to the Employer as soon as it is identified and before any slippage occurs.
- 7.12.** The Consultant will deliver a fee forecast that is in line with the programme and the fee forecast shall detail the utilisation of staff against activities (A01 to A06) identified in the scope. The Consultant shall track and report forecast on a 4 week period or on a period to be agreed with the Employer.
- 7.13.** As part of this work, the Consultant shall ensure that risks and issues associated with the work are identified and a risk register and issues log are created and managed throughout the work period.
- 7.14.** The risk register and issues log is submitted to the Project Manager for including in the Employer project files. A risk and issues management strategy has been developed by the project team. The Consultant shall provide updates to the Employer on a monthly basis of any changes to the priority of risks.
- 7.15.** The Consultant will assist the wider project in the compilation and active management of the Project Stakeholder Management Plan and ensure all relevant statutory and non statutory bodies have been identified. The Employer shall ensure that the Consultant is informed prior to any stakeholder meetings to enable them to attend if deemed appropriate. Where the Consultant attends they will be required to minute all meetings with external stakeholders.

Consents Advisor

- 7.16.** The *Consultant* assumes that a full time Consents Advisor is also required. This role is similar to a client side 'seconded' role and should be seen as separate to the town planning support.
- 7.17.** The Consents Advisor reports to the *Employer's* Consents Manager to deliver the consents work stream. This role is to assist the *Employer's* Consent Manager in the day to day activities of the consents work stream. The Consent Advisor co-locates to the project office in Southwark, London full time for five (5) days per week.
- 7.18.** The Consents Advisor shall be required to provide town planning advice at design meeting. This shall include attendance at design meetings (assume 1 per week) and other supplementary meetings (assume 1 per week).
- 7.19.** The Consent Advisor shall be required to provide town planning briefing notes when required advising on specific planning issues or policy reviews where necessary to support the design development or the consent work stream (assume 1 per month).

8. CROSSING OPTIONS

- 8.1. Over the past year the *Employer* has been undertaking surveys, carrying out demand modelling and looking at the design and engineering considerations of different options for a crossing at this location.
- 8.2. The *Employer* has engaged with stakeholders as part of our work to develop these proposals, including landowners and the local community to understand what they think of the project from an early stage.
- 8.3. The *Employer* has investigated several options for a new river crossing in this location. Some were discounted at an early stage as they were not feasible, leaving a short list of three options; a tunnel, an enhanced ferry service and a bridge. These three options were further assessed to consider their ability to meet the scheme's objectives, their likely costs, potential benefits, and possible impacts.
- 8.4. Based on the studies that have been carried out so far, a navigable bridge is proposed as the preferred option for a river crossing between Rotherhithe and Canary Wharf. A navigable bridge is a bridge that allows the movement of vessels on the river to continue.
- 8.5. Research shows that a bridge currently has strong support from cycling groups, accessibility groups and some residents, predominantly those living on the south side of the river. However, there are some concerns about the need to open the bridge for larger vessels on the river and the impact it could have on residents who live nearby.

Findings suggested that:

- A ferry would be the lowest cost option and could be delivered faster, although it is not expected to attract as many walking or cycling trips as a bridge or a tunnel.
 - A tunnel would offer similar benefits to a bridge and would not be impacted by river vessels, however, it is forecast to cost significantly more.
- 8.6. Based on this work the *Employer* has launched a public consultation on 8 November 2017 seeking views on both the options assessment and on the currently preferred navigable bridge option. The consultation will run until 8 January 2018. Details on this consultation can be found here: tfl.gov.uk/R2CW-crossing

9. THE CONSENT ROUTE

Based on the emerging preferred option of a navigable bridge, it is currently assumed that the route to acquire the consents, powers and licences required to build and operate the scheme will be through a TWAO. This is subject to the results of upcoming consultation and the selection of a crossing type (tunnel, enhanced ferry or bridge) by the *Employer*.

A TWAO is likely to encompass the following:

- a) Application for a Planning Direction;
- b) Compulsory Purchase Powers;
- c) Power related to Public Rights of Way (Thames Path);
- d) Highways Consents- LB Southwark and LB Tower Hamlets;
- e) Byelaws;
- f) Protective Provisions, including for: Local Authorities, Marine Management Organisation, Port of London Authority, the Environment Agency and statutory undertakers; and
- g) Application for any heritage consents (if applicable).

The following consents and licences fall outside of the TWAO and if required would need to be applied for:

- h) Protected species licences; and
- i) Advertisement consent

The Order scope will be further defined over the next few months once more is known on the crossing.

10. RELATED COMMISSIONS

The following work streams have been or will be commissioned separately to this contract:

10.1. *Initial Technical Scoping*

The *Employer* is currently working with consultants on initial technical scoping for the project. Arcadis Consulting UK Ltd was commissioned to undertake this work which currently expires in February 2018.

10.2. *Design Consultant*

It is currently anticipated that the scheme designer will be appointed in early 2018.

10.3. *Design and Build Contractor*

The Contractor will be appointed in parallel with, or following, the TWAO application process to deliver detailed design and construction.

10.4. *Environment*

Mott Macdonald has been procured to:

- a) Provide environmental and sustainability support in the development of the design of the Rotherhithe to Canary Wharf Crossing.
- b) Undertake the Environmental Impact Assessment process.
- c) Support the *Employer's* project team to support the submission of consent application and associated licences.

10.5. *Transport Planning*

The scope is to be determined.

10.6. *Land/Property Support*

The scope is to be determined.

10.7. *Legal*

Bircham Dyson Bell (BDB) has been appointed as Legal support, providing advice on planning, environmental, land and other legal matters that arise through the project.

10.8. *Consents Project Manager/ TWAO Manager*

A named individual will be appointed to support the TfL Consents Manager to lead on the development and submission of the TWAO. It is currently anticipated that this consultant will be appointed in spring 2018.

The Consultant will work with all the above Consultants to ensure the successful delivery of the scheme.

11. TIMING PROGRAMME AND COMPLETION

11.1. Timing

The following milestones are indicative only and are subject to change.

- Public consultation: November 2017
- Second public consultation: Summer 2018
- Design freeze: Autumn 2018
- Submission date for consent application: Spring 2019

12. KEY DELIVERABLES/MILESTONES

Deliverable	Definition	Responsibility
Ongoing Planning Policy review (A01)	Undertake an ongoing planning policy review to ensure the scheme is addressing local, regional and national policy and to feed into the planning statement.	The <i>Consultant</i>
Influence the design development (A01)	Engage with the design team, attend design and team meeting to influence the scheme from a planning and consents perspective.	The <i>Consultant</i>
Management of consents workstream	Support the <i>Employer's</i> Consents Manager to manage the overall consents workstream/TWAO application.	<i>Employer</i> - The <i>Consultant</i> will be required to support the <i>Employer's</i> Consents Manager.
Consents submission programme	Produce programme for consent submission. Including document preparation, document reviews and sign off. Ensure programme is inline with master programme.	The <i>Consultant</i>
Risk Register and Issues Log	<i>The Consultant</i> shall be required to provide input into the risk register and issues log.	<i>The Employer</i>
Planning briefing notes addressing	Where required produce briefing notes on	The <i>Consultant</i>

planning matters (A01)	planning matters.	
Project Stakeholder Engagement Plan	<i>The Consultant</i> shall be required to provide input into the Stakeholder engagement strategy and communications plan on key meetings with key stakeholders and any public engagement	The <i>Employer</i> - The <i>Consultant</i> provides input
Engagement with stakeholders	Attend meetings with key stakeholders to support the consent workstream. In some cases the <i>Consultant</i> shall be required to lead in specific meetings. TfL will lead on stakeholder engagement overall.	The <i>Employer</i> - The <i>Consultant</i> provides input
Preparation of Design and Access Statement (A02)	Lead on the preparation of the Design and Access Statement and ensure that meets the requirements for validation from the local planning authorities.	The <i>Consultant</i>
Preparation of Planning Statement (A02)	Prepare a planning statement that meets the requirements for validation from the local planning authorities.	The <i>Consultant</i>
Review of all other submission documentation (A02)	Undertake review of other consent submission documents produced by others, as required (see Appendix A for an indicative list of the plans and documents requiring review).	The <i>Consultant</i>
Submission of TWAO application and any other associated consents (A02)	Submit TWAO application and ensure applications meet all validation requirements.	The <i>Employer</i> - The <i>Consultant</i> provides input
Support the management and post-submission processes (A03 & A04)	Support the <i>Employer's</i> Consent Manager in the post-submission tasks including objection management, production of supplementary documentation and inquiry preparation. Includes support in drafting s106 heads of terms and draft planning conditions.	The <i>Employer</i> - The <i>Consultant</i> provides input
Provide an expert witness to support any TWAO inquiry and produce associated documentation (A05)	Provide an expert witness to support a TWAO inquiry including production of statements of case and proofs of evidence.	The <i>Consultant</i>
Management of the post-consent processes (A06)	Support TfL in post-consent activities including resolution of Section 106 agreements and the discharge of planning conditions, as appropriate.	The <i>Employer</i> - The <i>Consultant</i> provides input

APPENDIX A

The table below provides an indicative list of documents and plans that would be required for a TWAO and which relates to Activity A02

A) TWAO Plans and Documents

Activity 2 Deliverables (A02)	
1	Order Folder
	<ul style="list-style-type: none"> a) application letter b) statement of aims of the project c) report on consultation d) draft Order e) explanatory memorandum f) request for s.90(2A) planning direction including statement of any proposed planning conditions/ reserved matters and elements of the proposed development. g) list of other consents, etc. h) funding statement i) estimate of cost j) declaration as to the status of the applicant k) scoping opinion if applicable
2	Book of Reference
3	TWAO Plans & sections – likely to include/ comprise <ul style="list-style-type: none"> • Location plan(s) • Land plan(s). <i>Different plans may be needed for different levels and will show limits of land (and/ or subsoil) to be acquired permanently or used temporarily (LLAU) and land required for protective works.</i> • Works Plans & Sections. <i>Will show limits of deviation (LoD) etc.</i> • Traffic Regulation plans
4	Planning direction plans for approval and / or information <ul style="list-style-type: none"> • Plans- details of location/ alignment & function for all different levels • Sections. • Elevations & Roof details (incl. materials) for all above ground works <u>if</u> applicable

5	Plans for information – e.g. 3D of complete scheme, architects or artists impressions of above ground works and context etc.
---	---

B) Environmental Statement (ES) Volumes

6	1. ES - Main Statement												
7.	2. ES – Main Statement Figures												
8.	3. ES - Non Technical Summary												
9.	<p>4. ES - Technical Appendices – likely to be several volumes covering (for example) :</p> <table> <tr> <td>Traffic and Transport</td> <td>Noise and Vibration</td> </tr> <tr> <td>Air Quality</td> <td>Townscape and Visual Amenity</td> </tr> <tr> <td>Built Heritage</td> <td>Archaeology and Cultural Heritage</td> </tr> <tr> <td>Waste Management</td> <td>Community/ Socio Economics</td> </tr> <tr> <td>Water Resources</td> <td>Planning Policy</td> </tr> <tr> <td>Ecology</td> <td>Contaminated Land</td> </tr> </table> <p><i>(also needs to cover cumulative effects & other subjects if necessary)</i></p>	Traffic and Transport	Noise and Vibration	Air Quality	Townscape and Visual Amenity	Built Heritage	Archaeology and Cultural Heritage	Waste Management	Community/ Socio Economics	Water Resources	Planning Policy	Ecology	Contaminated Land
Traffic and Transport	Noise and Vibration												
Air Quality	Townscape and Visual Amenity												
Built Heritage	Archaeology and Cultural Heritage												
Waste Management	Community/ Socio Economics												
Water Resources	Planning Policy												
Ecology	Contaminated Land												

C) Other application documents - Supporting Documents

This is an indicative list but most or all of these will be required (and others not on the list may also be needed).

10	Planning Statement
11	Project Sustainability Assessment / Energy Assessment
12	Health Impact Assessment
13	Equality Impact Assessment
14	Transport Assessment
15	Design & Access Statement (DAS)
16	Code of Construction Practice (CoCP) –
17	Case for the scheme or equivalent document.
18	Landscaping Strategy
19	Navigational Risk Assessment
20	Business Case

SECTION FOUR

