



COMMERCIAL, SURFACE TRANSPORT

CONTRACT

FOR

**Rotherhithe to Canary Wharf Crossing –
Transport Planning**

between
Transport for London
and
Atkins Limited

Call Off Contract under the TfL 91311 Professional
Services Framework

Project Reference Number: **tfl_scp_001142_co069**

Framework Reference Number: **TfL 91311**

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SECTION ONE

FORM OF CALL-OFF CONTRACT

THIS AGREEMENT is made the 7th day of MARCH 2018

BETWEEN:

- (1) **Transport for London** whose registered office is at 55 Broadway, London, SW1H 0BD ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) **Atkins Limited** whose registered office is at [REDACTED] [REDACTED] ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 24th November 2014 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided transport planning and modelling services for the Rotherhithe to Canary Wharf crossing scheme ("the services").
- (C) The *Employer* has accepted a tender by the *Consultant* for the planning and modelling of the services and correction of Defects therein in accordance with the conditions of contract.

NOW IT IS AGREED THAT:

1. Terms and expressions defined in (or definitions referred to in) the conditions of contract have the same meanings herein.
2. The *Consultant* Provides the Services in accordance with the conditions of contract.
3. The *Employer* pays the *Consultant* the amount due in accordance with the conditions of contract.
4. The documents forming the contract are:
 - 4.1 this Form of Agreement duly executed by the Parties as a deed;
 - 4.2 the conditions of contract;
 - 4.3 the attached Call-Off Contract Data Part 1;
 - 4.4 the attached Call-Off Contract Data Part 2; and
 - 4.5 the following documents:
 - the Scope;
 - Schedules 1, 2A, 4B, 7A, 9 (as amended in Annex C1), 11A, 11B, 12, 13 and 14 inclusive of the Framework Agreement;

- any other contract documents.
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
 - 5.1.2.2 Fourth: Any other documents included in this contract.
6. Notwithstanding the manner of execution of this Agreement it is agreed that:
- 6.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 12 years from the date of breach; and
- 6.2 the *Consultant* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

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

Signed by
for and on behalf of
The *Employer*

)
)
)
Signature

Print name and position

Date: 07/03/18

Signed by
for and on behalf of
The *Consultant*

)
)
)
Signature

05/03/18

SECTION TWO

CALL OFF CONTRACT DATA

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, X8, X9, X10 and 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]
[REDACTED]
[REDACTED]
- › The authority of the *Employer's Agent* is
To make all decisions related to this Call off Contract as set out in Option X10
- › The *services* are
Transport Planning consultancy services to support the Rotherhithe to Canary Wharf crossing project
- › The Scope is in
Section Three – Services
- › The *language of this contract* is **English**
- › The *law of the contract* is **the law of England and Wales**
- › The *period for reply* is **2 weeks**
- › The *period for retention* is **12 years following Completion or earlier termination**
- › The *tribunal* is **the courts of England and Wales**
- › The following matters will be included in the Risk Register
.....
.....
.....
.....

- 2 The Parties' main responsibilities
- The *Employer* provides access to the following persons, places and things
 - access to *access date*
 - TfL Systems;** **26 February 2018**
 - TfL Office Space and IT equipment at 197 Blackfriars Road, London SE1 to the Consultant's core team.** **26 February 2018**
- 3 Time
- The *starting date* is **26 February 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	██████████ for each and every claim and in the aggregate per annum	12 years

connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)		
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	██████████ in respect of each claim, without limit to the number of claims [with financial loss extension cover]	The duration of the contract
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.	██████████ 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

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

- The **completion date** for the whole of the **services** is **20 months after the starting date or earlier as identified in the *Consultant's* Programme approved and agreed by the *Employer's Agent*, with the option to extend up to a further 12 months at the *Employer's* discretion**
- The *Consultant* is to submit a first programme for acceptance within **4 weeks** of the Contract Date
- The *Consultant* prepares forecasts of the total Time Charge

and *expenses* at intervals no longer than **4** weeks.

If Option X1 is used

- The *index* is **UK Consumer Price Index (CPI)**
- The *law of the project* is the law of **England and Wales**

Additional Conditions of Contract

- The conditions of contract are those set out in the Framework Agreement, as supplemented by Annex A1 and Annex A2 to this Contract Data.

ANNEX A1 ADDENDUM TO SCHEDULE 2A OF THE TRANSPORT PLANNING & IMPACT MONITORING FRAMEWORK (PSF91311)

The clauses in Schedule 2a of Transport Planning & Impact Monitoring (PSF91311) are amended as follows:

In **clause 100.1**, after “purchasers and tenants of the whole or any part of the Works;” insert a new bullet point:

“the contractor employed by the *Employer* to carry out the whole or any part of the Works;”

ANNEX A2 - PREAMBLES TO SCHEDULE OF RATES

The Schedule of Rates template is located in Annex B1.

2.1 Preambles

- a. The *Consultant* is required to deliver the services set out in Volume 2, Scope.
- b. All rates shall exclude VAT.
- c. The Schedule of rates (Contract Data Part 2, Annex B1) is based on a time based contract and as such shall be completed by providing rates for all Consultant grades outlined in Annex B1.
- 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 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.
- g. The *Consultant* shall be available with reasonable notice during normal working hours to attend co-located offices or other reasonable locations as required by the *Employer* to support the project activities.
- h. Normal day rates shall be 8am to 8pm from Mondays to Fridays inclusive in accordance with the PSF 91311 Professional Services Framework – Transport Planning & Impact Monitoring. Normal day rates shall be valid for an 8 hour day, and shall be prorated for any part thereof.
- i. 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.
- j. 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.
- k. Percentage mark-ups for night time and weekend 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. Night time or weekend working shall be instructed by the *Employers Agent* in writing prior to requiring the work. The *Consultant* shall be required to provide evidence of this request when submitting timesheets.
- l. Staff Designation/Disciplines/ Grades shall match those found in the PSF 91311 Professional Services Framework – Transport Planning & Impact Monitoring (see Annex A3), and their competencies shall match the descriptions shown. Rates for individual staff shall not exceed the maximum rates under that framework specifically under Lot L: Strategic Transport Planning and Policy.

- m. The *Consultant* shall not include any additional staff who exceed the maximum rates as set in each Grade under the Framework. Tenderers can add additional designations, not Staff Grades, to Annex 1 of Contract Data Part 2.
- n. Candidates named in the Schedule of Rates shall correspond to the CV(s) included in the Consultants Proposal and correspond to the consultant grade descriptions described in Annex A2.
- o. 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.
- p. 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 A3 – CONSULTANT GRADE DESCRIPTIONS

Partner/Director

General	<p>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.</p> <p>Responsible for all grades of personnel.</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 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 procedures and requirements, including audits, and ensure that all consultancy personnel do likewise. • Facilitate and ensure that training needs, both personal and that

	of the consultancy personnel, are identified and addressed.
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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.</p> <p>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.

	<ul style="list-style-type: none"> • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.
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Senior Consultant

General	<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.</p> <p>Responsible for all grades of consultants and support staff on behalf of the Director/Partner.</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 / 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.
Responsibilities	<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.

	<ul style="list-style-type: none"> • 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.
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Consultant

General	<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.</p> <p>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.</p> <p>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: Atkins Ltd

Address:

[REDACTED]

•

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

• The *staff rates* are

See Annex B1 to this Contract Data Part Two

• The following matters will be included in the Risk Register

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Optional statements

If a programme is to be identified in the Contract Data

• The programme identified in the Contract Data is

• See response to Quality Submission

See response to Quality Criterion 5a

· **If the *Consultant* requires additional access**

The *Employer* provides access
to the following persons,
places and things

<i>access to</i>	<i>access date</i>
.....
....	...
.....
.....	...

Table 1

[illegible]

Annex C1

SCHEDULE 9 - (FORM OF WARRANTY FROM CONSULTANT TO FINANCIER OR CONSULTANT/CONTRACTOR/PURCHASER/TENANT/DEVELOPER)

THIS DEED is made on ● 200●

BETWEEN:

- (1) ● whose registered office is situate at ● (the "**Beneficiary**"); and
- (2) ● whose registered office is situate at ● (the "**Consultant**").

WHEREAS:

- (A) By a call off contract dated ● (the "**Contract**") 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) appointed the *Consultant* to design, carry out and complete certain design services (the "**services**")
- (B) The Beneficiary has an interest in the whole or part of the services as a Contractor and [intends to enter into] / [has entered into] an agreement with the *Employer* in respect of [●].]

NOW IT IS AGREED:

1. Terms and expressions defined in the Contract shall where the context so permits have the same meanings in this Deed.

2. The *Consultant* warrants and undertakes to the Beneficiary that:

it has exercised and will continue to exercise all the skill, care and diligence normally used by professionals providing services similar to the *services*, including in respect of design all reasonable skill, care and diligence as may be expected of a properly qualified designer of the appropriate discipline(s) for such design, experienced in carrying out design of a similar scope, nature, timescale and complexity and relating to a similar site or at a similar location to the Works; and

it has complied with and will continue to comply with the terms of the Contract.

- 3.
- 3.1 The *Consultant* warrants and undertakes to the Beneficiary that to the extent the *Consultant* either is obliged to specify or approve products or materials for use or does so specify or approve, the *Consultant* does not specify or approve any products or materials which are generally known within the construction industry to be deleterious at the time of specification or approval in the particular circumstances in which they are to be used, or those identified as potentially hazardous in or not in conformity with: the report entitled "Good Practice in the Selection of Construction Materials" (1997, by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation), or

relevant International Standards, British Standards or European Standards or Codes of Practice and general good building and engineering practice, or

any publications of the Building Research Establishment related to the specification of products or materials.

- 3.2 If in the performance of his duties under the Contract, the *Consultant* becomes aware that he or any person has specified, approved or used any such products or materials, the *Consultant* immediately notifies the Beneficiary in writing. This clause does not create any additional duty for the *Consultant* to inspect or check the work of Others which is not required by the Contract

4. The *Consultant* further warrants and undertakes to the Beneficiary that:
subject to clause 2(a), the *services* will on Completion satisfy all performance or output specifications and other requirements contained or referred to in the Contract;
subject to clause 2(a), the *services* and all materials comprised in them will correspond as to description, quality and condition with the requirements of the Contract and will be of sound manufacture and workmanship;

his designs are integrated with the designs of Others

the *services* will on Completion comply with the Statutory Requirements, all applicable law and all relevant Standards; and

the *services* will be carried out and completed timeously in accordance with the Accepted Programme.

5. The *Consultant* warrants and undertakes to the Beneficiary that it has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Contract and that it has professional indemnity insurance with a limit of indemnity of not less than £5 million [in respect of each and every claim and in the aggregate which may be made against the *Consultant* in relation to the Works. The *Consultant* shall maintain such professional indemnity insurance for a period of 12 years from Completion of the whole of the *services* provided such insurance remains available at commercially reasonable rates and shall notify the Beneficiary forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the *Consultant's* insurance claims record.
6. As and when reasonably requested by the Beneficiary, the *Consultant* shall produce for inspection documentary evidence that the insurance referred to in Clause 5 is being properly maintained and that payment has been made of the last premium due in respect of such insurance.
7. To the extent that the intellectual property rights in any and all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, manuals, instructions (including without limitation operating and maintenance instructions) and any other materials provided by the *Consultant* in connection with the *services* (whether in existence or to be made) ("Documents") have not already vested in the *Employer*, the *Consultant* grants to the Beneficiary an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the *Consultant* incorporated or referred to in them for all purposes relating to the *services* including without limitation the construction, use, maintenance, repair, alteration, modification, enhancement or demolition of the Works provided always that the *Consultant* shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the *Consultant*.

8. The *Consultant* agrees:
on request at any time to give the Beneficiary or any persons authorised by the Beneficiary access to the material referred to in Clause 7 and at the Beneficiary's expense to provide copies of any such material; and
at the *Consultant's* expense to provide the Beneficiary with a set of all such material on Completion of the *services*.
9. If called upon to do so by the Beneficiary, the *Consultant* shall provide the Beneficiary with such information relating to the *services* as the Beneficiary may reasonably require including without limitation, copies of and extracts from Documents prepared or provided by the *Consultant* for the purposes of the *services* provided that neither the provision of such information nor any inspection of the *services* by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the *Consultant* under the Contract or relieve the *Consultant* from any liability which it has in relation to the *services*.
10. This Deed may be assigned by the Beneficiary to any member of the TfL Group without limitation and otherwise to any other person on two occasions without the consent of the *Consultant* being required and the *Consultant* shall do all such acts, deeds and things as may be reasonably necessary to give effect to any such assignment. No further assignment shall be permitted without the consent of the *Consultant*. For the purposes of this clause, "TfL Group" means Transport for London ("TfL"), a statutory body set up by the Greater London Authority Act 1999 and all its subsidiaries and their subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary.
11. The *Consultant* shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 10 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.
12. The liability of the *Consultant* under this Deed shall cease 12 years following Completion of the whole of the *services*.
13. The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the *Consultant* including without limitation any remedies in negligence.
- 14.1 The *Consultant* shall owe no greater obligations to the Beneficiary than he owes to the *Employer* under the Contract as if, in lieu of this Deed, the Beneficiary had been a party to the Contract as joint employer, provided that the *Consultant* shall not be entitled to set-off or deduct from any sums payable to the Beneficiary under this Deed any sums due or claimed as due by the *Consultant* from the *Employer*.
- 14.2 The *Consultant* shall be entitled in any actions or proceedings brought by the Beneficiary to rely on any limitation in the Contract and to raise the equivalent rights in defence of liability as he would have against the *Employer* thereunder (but excluding set-offs and counterclaims) as if, in lieu of this Deed, the Beneficiary had been a party to the Contract as joint employer.

15. Any notice to be given hereunder shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to the registered office or principle place of business in the United Kingdom for the time being of the party to be served and in the case of any such notice sent by registered post shall be deemed to have been received 48 hours after being posted.
- 16.1 Any dispute or difference arising out of or in connection with this Deed may be referred to adjudication in accordance with Clause 41 of the Framework Agreement which shall be deemed to be included in this Deed as if they were recited herein in full (with the necessary changes).
- 16.2 The Adjudicator's decision shall be binding on the parties until the dispute or difference is finally determined by the Courts in accordance with Clause 16.3.
- 16.3 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed. The Law of England and Wales shall be the proper law of this Deed.
17. Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
18. **IN WITNESS** whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

**[EXECUTED AND DELIVERED AS
A DEED by**

[THE BENEFICIARY] acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary

**[EXECUTED AND DELIVERED AS
A DEED by**

[THE CONSULTANT] acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary
Print name of Director/Secretary

SECTION THREE

SERVICES

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PURPOSE OF THE SERVICES

Transport for London (The *Employer*) is investigating the provision a new pedestrian and cycling crossing of the River Thames between Rotherhithe and Canary Wharf. The new river crossing is intended to improve cross-river connectivity. The crossing will provide 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.

Background

The Mayor has asked the *Employer* to develop a crossing as a priority due to the following:

- a. 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.
- b. Significant cycling growth has taken place in central and inner London.
- c. 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.
- d. The section of the Jubilee line between Canada Water and Canary Wharf is increasingly crowded during peak hours, however, there are no convenient alternative options for travelling at surface level due to the position of these growth areas on peninsulas of the Thames. This current congestion is forecast to remain even subsequent to 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.

This project is one of a number of proposed new river crossings for London which are intended to improve cross-river connectivity in London.

In October 2016, the Mayor made a key commitment in his election manifesto to back the building of a bridge linking Rotherhithe and Canary Wharf. Following this the Mayor formally requested The *Employer* to make progress in developing a river crossing.

Following the announcement, the *Employer* has reviewed the work lead by the charity, Sustrans, and carried out its own independent assessment, including an options assessment looking at the location and type of crossing.

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

The *Employer* is currently consulting on its option assessment. The consultation opened on 8 November 2017 and completes on 8 January 2018.

Details of the consultation can be found here:
<https://consultations.tfl.gov.uk/rivercrossings/rotherhithe-canarywharf/?cid=r2cw-crossing>

As part of this work, the *Employer* has undertaken a walking and cycling demand analysis to provide estimates of the number of users of each of these potential crossing options. An anticipated level of demand for a new crossing is derived from a forecast of the future volume of trips within the local area, the propensity to walk, cycle or use public transport, the comparative journey times (including waiting times, in the case of the ferry option), the disincentive to dismount to use a ferry, and availability of alternative public transport crossings. The *Employer* has used a bespoke spreadsheet forecasting model for the pedestrian forecasts. Cynemon², a network based cyclist assignment model that has recently been developed by the *Employer* using Citilabs' CUBE software, has been used for the cycling forecasts. Forecast demand for the short list of options (in 2031) are:

- Navigable bridge: Approximately 1.5 million pedestrian trips are forecast per year and between 450,000 and 900,000 cycling trips.
- Enhanced ferry: Between 850,000 and 1.1 million pedestrian trips are forecast per year and up to 340,000 cycling trips.
- Tunnel: Approximately 1.6 million pedestrian trips are forecast per year and up to 900,000 cycling trips.

Whilst the *Employer* has not made a final decision on the crossing type yet, so far a navigable bridge is the *Employer's* preferred option. The *Employer* will be making a decision on the type of crossing in Spring 2018. This commission is in relation to a navigable bridge crossing to ensure that if this option is selected it can commence in a timely manner to achieve the *Employer's* programme.

In the instance of a bridge option the *Employer* would apply for a Transport and Works Act Order (TWAo) to obtain the principal consents and powers required for constructing and operating a bridge crossing.

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 us with a short list of three options; a tunnel, an enhanced ferry service and a navigable bridge³.

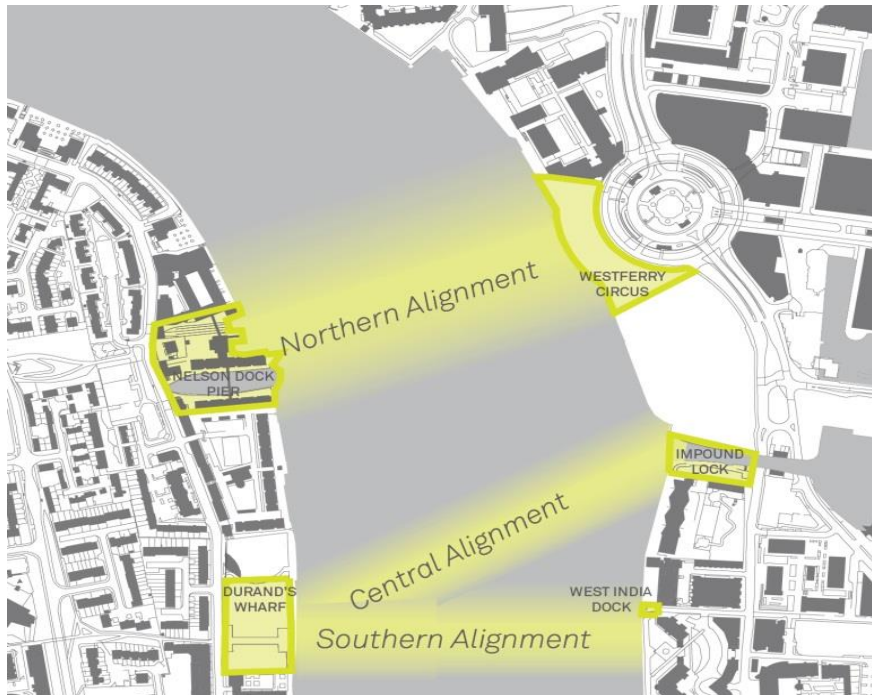
² This tool is able to estimate cyclists' routes, flows and journey times. Cynemon can provide an understanding of patterns of cycling trips across London and how these patterns would be expected to change in response to network changes. It represents the movements of cyclists between origins and destinations across London and models their choice of route. It can be used to assess the impact of new schemes in terms of re-routing of existing cyclists. Cynemon looks at both route based (e.g. gradient) and link based (e.g. footpath/Cycle superhighway) penalties and weightings.

³ A navigable bridge is a bridge that allows the movement of vessels on the river to continue

These three options were further assessed to consider their ability to meet the scheme's objectives, their likely costs, potential benefits, and possible impacts.

Figure 1-1 below shows the three proposed bridge alignments.

Figure 1-1 Proposed Rotherhithe to Canary Wharf river crossing alignments being consulted on



TfL 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.

Employer's Objectives

- 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.

SPECIFICATION AND DESCRIPTION OF THE SERVICES

2.1 General Requirement

TfL (the *Employer*) is seeking the services of a Transport Planning and Modelling consultancy (the *Consultant*) in relation to the proposed Rotherhithe to Canary Wharf Crossing.

The primary aims of the commission are:

- a. To prepare a Transport Assessment.
- b. To carry out local modelling in form of the specific junction and/or microsimulation modelling.
- c. To provide transport planning advice in the development of the design of the Rotherhithe to Canary Wharf Crossing.

This brief sets out the *Employer's* requirements of the Transport Planning Consultant. Whilst feasibility studies continue to be undertaken by the *Employer* and the public consultation remains ongoing; for the purposes of this commission the crossing type should be assumed to be a navigable (moveable) bridge.

2.2 Management of Services

The *Consultant* shall provide a Project Manager responsible for all aspects of this commission.

The proposed programme is challenging and the *Consultant* should be prepared for these timescales and resource appropriately.

The *Consultant* should provide a team that can mobilise quickly and begin tasks imminently after contract appointment. The team should be flexible and adaptable to changes in the current programme.

It is expected that the *Consultant* team will report to and work closely with the *Employer's* Transport Planning Manager and team as well as the Project Manager and the *Employer's* Consents Manager.

The *Consultant* will work closely with other members of the project team, including the environment team, the engineers, the stakeholder manager and the operational modelling team within Network Management.

The *Consultant's* Project Manager will be embedded within the *Employers'* project team. They shall liaise and work with other members of the project team as necessary and/or as directed by the *Employer* to facilitate the delivery of the project and commission. It is expected that the *Consultant's* core team will co-locate to the project office currently based in Southwark for at least 1 day per week to ensure close co-ordination with the project team and the delivery of the Transport Planning work stream.

The *Employer* shall review and comment on drafts of the reports to be produced to enable them to comment and agree on them prior to finalisation. The *Consultant*

should allow for the *Employer* to have a three week review period of all documentation. Reports are to be submitted through 'ASITE' unless otherwise agreed with the *Employer*.

The format of all reports and the breakdown structure for all data shall be agreed with the *Employer* prior to production.

The *Employer* anticipates that the *Consultant* will be able to make available their proposed project team at any time to support the general workload set out above. Any alternate staff in addition to those proposed in tender submissions will need to be approved in advance of placement on the contract. Other approved specialist services may be drawn upon for discrete areas of technical work.

The *Consultant* will assist the *Employer* in following the *Employer's* project management methodology (Pathway) that is mandated for all the *Employer's* projects.

Meetings

The following meetings (and associated preparations) are envisaged for this commission:

- Monthly Modelling meetings with all modelling workstreams
- Fortnightly Progress meeting
- Ad-hoc stakeholder meetings

The Transport Planning and Modelling commission can be split into four key areas of work. Details of what is covered in each sub-category can be found in Sections 2.3-2.6. The sub-categories are:

- **Activity 1- Transport Assessment**
- **Activity 2- Modelling**
- **Activity 3- Ad Hoc tasks**
- **Activity 4- Project Execution Plan**

2.3 Transport Assessment (A01)

The principal task of this commission is to prepare a Transport Assessment suitable for submission as part of the Transport and Works Act Order application.

Activity 1 (A01): The *Consultant* will be expected to produce a draft and final version⁴ of a Transport Assessment, and may be expected to input into the Construction Logistics Plan, Delivery & Servicing Plan, and Staff Travel Plan. The Transport Assessment will include an assessment of the impact of the scheme on the surrounding pedestrian, cycle and highway networks, providing assurance that the impact of the scheme will not compromise the safe operation of the transport network.

2.4 Modelling (A02a- A02c)

A number of assessments and modelling work-streams will be required to support the production of a Transport Assessment. These are outlined below.

Assessment of transport impacts during construction

Activity 2a (A02a): Construction impacts

The *Consultant* shall undertake a technical assessment of the anticipated transport impacts during the construction phase of the scheme, based on a Construction Management Plan developed by the Engineering and Architectural Services Consultant. Depending on the scale of vehicle movements generated this will require a basic numerical assessment, local or strategic highway modelling and will require attendance at modelling meetings. The *Consultant* shall provide a technical note to summarise the output of this work and to feed into the Transport Assessment for the scheme.

The *Employer* shall review and comment on drafts of the technical note to be produced to enable them to comment and agree on it prior to finalisation. The format of all reports and review timescales shall be agreed with the *Employer* prior to production.

Assessment of transport impacts during operation

Activity 2b (A02b): Highway impacts

The *Consultant* shall provide a technical assessment of the anticipated impacts on the highway network including the impact of additional cycle trips and the impact of any relevant road network changes at the crossing's tie in junctions and beyond where required. Depending on the preferred crossing option, the detailed scheme design and the scale of impact, this may involve junction modelling and/or microsimulation modelling.

This will include the specification and management of traffic surveys, and review of other sources of data including relevant local planning applications and their associated Transport Assessments to allow the future situation to be assessed in the context of other local developments.

⁴ The *Consultant* should assume a three week review period for each

This is likely to involve require attendance at modelling meetings and production of relevant technical notes and report to summarise the output of this work and to feed into the Transport Assessment for the scheme.

The *Consultant* should be flexible to adapt to changes in requirements as a preferred crossing option is finalised and detailed design for the scheme is developed.

Activity 2c (A02c): Pedestrian and cyclist impacts

Cyclist and pedestrian demand forecasting has to date been carried out in-house by the *Employer*, however there will be an interaction between the pedestrian demand modelling and local highway modelling.

The *Consultant* shall use outputs from the pedestrian modelling and the *Employer's* strategic cycling model and feed these into suitable local highway models where appropriate, and into an assessment of pedestrian comfort levels on and around the crossing. This is likely to require attendance at modelling meetings to ensure collaborative working and consistency in modelling assumptions.

2.5 Ad-hoc transport planning support (A03)

Activity 3a (A03a): Ad-hoc support

The *Consultant* shall support the *Employer* with a number of ad-hoc transport planning tasks throughout the duration of the Transport Planning and Modelling commission, which could include:

- Producing technical notes on specialist transport matters.
- Attending meetings with key stakeholders to support the transport planning work-stream. In some cases the *Consultant* will be required to lead in a specific meeting (although the *Employer* will lead on stakeholder engagement overall) to discuss any transport matters.
- Provide technical input to consultation where required and attend consultation events.
- Provide any required technical input for a TWAO public inquiry supporting the expert witness.

Activity 3b (A03b): Provision of expert witness- Optional

There may also be an additional requirement for the *Consultant* to provide the transport planning expert witness for the TWAO hearings. The *Employer* will confirm (and subsequently instruct the *Consultant* to commence work) if this is required at a later date.

Technical activities and deliverables

Consultant Activity	Deliverable	Definition	Timescale and assumptions	Responsibility
Activity 1	Transport Assessment report	Production of Transport Assessment.	Draft- Summer 2018 Final- Late 2018	The <i>Consultant</i>
Activity 2a	Transport impacts during construction: Modelling outputs and a technical note	Develop an assessment methodology for the transport impacts of scheme construction in form of a basic numerical assessment, junction- or microsimulation modelling, depending on requirements identified. Provision of a technical note to summarise the output of this work and to feed into the Transport Assessment for the scheme.	Draft- Summer 2018 Final- Late 2018	The <i>Consultant</i>
Activity 2b	Highway impact forecasts in spreadsheet form and a technical modelling note	Local junction or microsimulation model outputs to inform the design process and to feed into the Transport Assessment for the Scheme.	Draft- Summer 2018 Final- Late 2018	The <i>Consultant</i>
Activity 2c	Pedestrian and cyclist demand forecasts	Pedestrian and cyclist model outputs for use in local highway modelling.	Draft- Summer 2018 Final- Autumn 2018	The <i>Employer</i> - the <i>Consultant</i> to utilise outputs
Activity 3a	Ad-hoc transport planning support	This may include the following: Where required to produce technical notes on specialist transport matters. Attend meetings with key stakeholders to support the transport planning work-stream. In some cases the <i>Consultant</i> will be required to lead in a specific meeting. <i>The</i>	Ad hoc. For the purpose of staff utilisation, assume 1 day per week of a Senior Consultant's time throughout the commission	The <i>Consultant</i>

		<p><i>Employer</i> will lead on stakeholder engagement overall.</p> <p>Provide technical input to consultation where required and attend consultation events.</p> <p>Provide any required technical input for a TWAO public inquiry supporting the expert witness.</p> <p>Provide transport appraisal section of the project's Business Case including undertaking analysis using the Business case model.</p>		
Activity 3b-Optional	Provision of expert witness	There may be an additional requirement for the <i>Consultant</i> to provide the transport planning expert witness for the TWAO hearings.	For the purpose of staff utilisation, assume 2 days per week of a Director's time (between Spring 2019 and Autumn 2019).	The <i>Consultant</i>

2.6 Project Execution Plan (A04a – A04d)

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.

Activity 4a (A04a): In collaboration with the *Employer*, the *Consultant* will develop a Project Execution Plan (PEP) to ensure compliance and proper coordination with the *Employer's* internal governance and the scope of this work.

The PEP shall set out the programme, key outputs, milestone deliverables and the means of coordinating all involved throughout the commission.

The PEP shall identify how the various interfaces with the other work packages will be managed (for example engineering and design, environment and town planning). The PEP shall also detail the process by which all transport planning work will be identified,

planned and managed and how outputs will be checked and authorised before handover to the *Employer*.

The PEP should outline how the structure of the commission might adapt and evolve between phases of the project.

In addition, the PEP 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.

Activity 4b (A04b): In collaboration with the *Employer*, the *Consultant* will develop a programme for the transport planning work-stream 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.

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.

Activity 4c (A04c): 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 A04) identified in the scope with the first 2 weeks of the commission start date. The *Consultant* shall track and report forecast on a 4 week period or on a period to be agreed with the *Employer*.

Activity 4d (A04d): 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.

The risk register and issues log is submitted to the Project Manager for including in the *Employer* project files. These will feed into the *Employer's* overarching risk and issues management strategy. The *Consultant* shall provide updates to the *Employer* on a monthly basis of any changes to the priority of risks.

2.7 Project Execution activities and deliverables

Consultant Activity	Deliverable	Definition	Timescale	Responsibility
Activity 4a	Project Execution Plan	The Project Execution Plan shall set out the programme, key outputs, milestone deliverables and the means of coordinating all involved throughout the commission.	February/March 2018	The <i>Consultant</i>
Activity 4b	Programme	A programme for the transport planning work-stream that is consistent with, and supports, the main project programme.	February 2018	The <i>Consultant</i>
Activity 4c	Fee forecast	A fee forecast that is in line with the programme and the fee forecast shall detail the utilisation of staff against activities identified in the scope.	February 2018	The <i>Consultant</i>
Activity 4d	Risk register and issues log	Risks and issues associated with the work are identified and a risk register and issues log are created and managed throughout the work period.	Throughout	The <i>Consultant</i>

EXISTING INFORMATION

3.1 The following work streams have already been commissioned separately (or will be commissioned separately) from this work. The *Consultant* shall work collaboratively with the *Employer* and other consultants to integrate work streams and understand the issues that will influence a successful design suitable to support a TWAO application. The organisation of these work-streams and how they sit with *the Employer's* team is illustrated in Figure 3-1.

Initial Technical Scoping

The *Employer* is currently working with Arcadis on the initial technical scoping for the project. The technical scoping consultant is providing the following:

- a. Establishing constraints
- b. Technical scoping
- c. Preparing the performance requirements

This work is expected to run until February 2018.

Design Consultant

An Engineering and Architectural Services Consultant is being procured separately to this commission. It is currently anticipated that they will be appointed in early 2018.

Land and property

The land and property commission will be delivered by the *Employer* from internal resources supplied separately to this commission.

Legal Support

Bircham Dyson Bell and K&L Gates have been appointed as external legal advisers on the project, advising on all legal aspects including (without limitation) Planning, Environment, Land, Procurement, Construction, and Commercial matters.

Environment

The environment work stream is not part of this commission. Mott MacDonald has been procured to:

- a. To provide environmental and sustainability support in the development of the design of the Rotherhithe to Canary Wharf Crossing
- b. To undertake the Environmental Impact Assessment process

- c. To support the project team to support the submission of consent application and associated licences

Town Planning

The town planning work stream is being led by the *Employer* and is not part of this commission. External support is being procured separately from this commission to supplement the *Employer's* team and provide additional expertise.

Marine

A marine support consultant will be procured separately to this commission to:

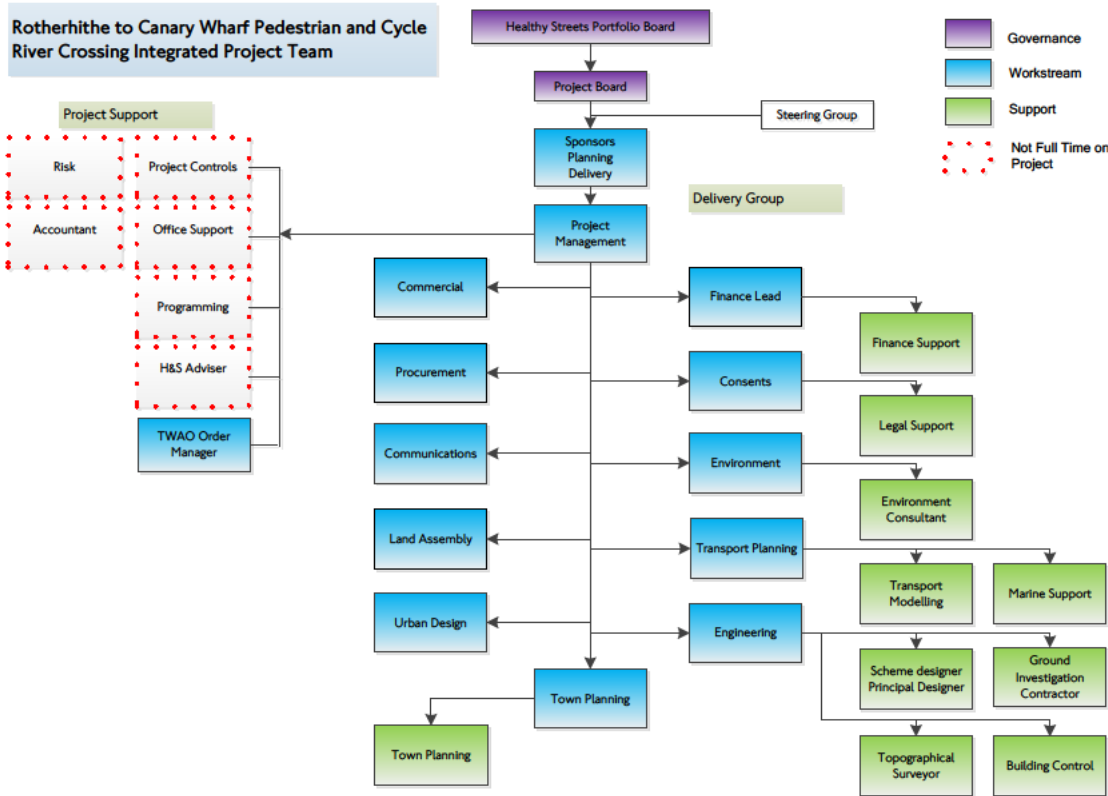
- a. Provide and analyse vessel tracking data
- b. Provide Navigational Risk Assessments for the pier locations and bridge type
- c. Lead on the approvals process with the Port of London Authority

Ground Investigation

A Ground Investigation contractor will be procured separately by the *Employer* to carry out ground investigations along the route of the single preferred option.

3.2 Organisational Structure

Figure 3-1 Organisational structure for the project illustrating the *Employer's Team* in relation to the Support Teams.



SPECIFICAION AND STANDARDS

Standards

The *Consultant* is to use their reasonable knowledge and experience of transport planning and transport modelling bearing in mind the nature, scale, location and other considerations associated with this structure for the specifications and standards required.

TIMING PROGRAMME AND COMPLETION

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

- Public consultation: November 2017 – January 2018
- Preferred alignment identified: March 2018
- Second public consultation: Summer 2018
- Design freeze: Late 2018
- Submission date for consent application: Spring 2019.
- Public Inquiry: Summer / Autumn 2019.

Dates for the programme milestones are to be determined by the overall project strategy, which is currently being finalised. It should also be noted that the programme dates may be subject to change at any point during the project lifecycle.

5.1 Information to be shown on the Programme

In collaboration with the *Employer*, the *Consultant* will develop a programme for the Transport Planning work stream 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.

5.2 Format of the Programme

The *Consultant* shall identify in the programme when the proposed commencement and duration of individual tasks (i.e. baseline studies, surveys, evidence gathering etc.) The programme shall identify key interfaces with other project areas. The *Consultant* shall report progress of the programme 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. This shall be recorded through the TfL contract management administration system: 'ASITE'.

INFORMATION AND OTHER THINGS PROVIDED BY THE EMPLOYER AND OTHERS

6.1 Form of Documentation for Retention

All model outputs and other electronically held data in connection with this contract are to be held by the *Consultant* for 7 years following the completion of the project.

6.2 Rights to Material

6.2.1 Employer's Use of Material

The *Employer* may use the material provided by the *Consultant* for the following purposes:

- Design
- Construction
- Future maintenance, repair and renewal
- Public exhibitions
- Stakeholder engagement
- Future procurement
- Training

6.2.2 The Consultant's Use of Material

The *Consultant* may not use the material prepared for this contract for any other purposes unless prior agreement from the *Employer* is given.

6.2.3 Transfer of Rights

The *Consultant* grants a royalty free 'non-exclusive' licence to the *Employer* to use the material prepared by the *Consultant* for the purpose of publicity, construction, operation, maintenance, reinstatement and repair, of the Rotherhithe to Canary Wharf River Crossing project.

SECTION FOUR

QUALITY SUBMISSION

Response to Transport for London's Invitation to Tender for Rotherhithe to Canary Wharf River Crossing –Transport Planning Services

19 January 2018

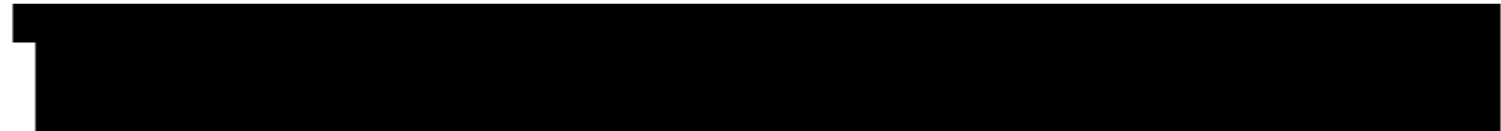
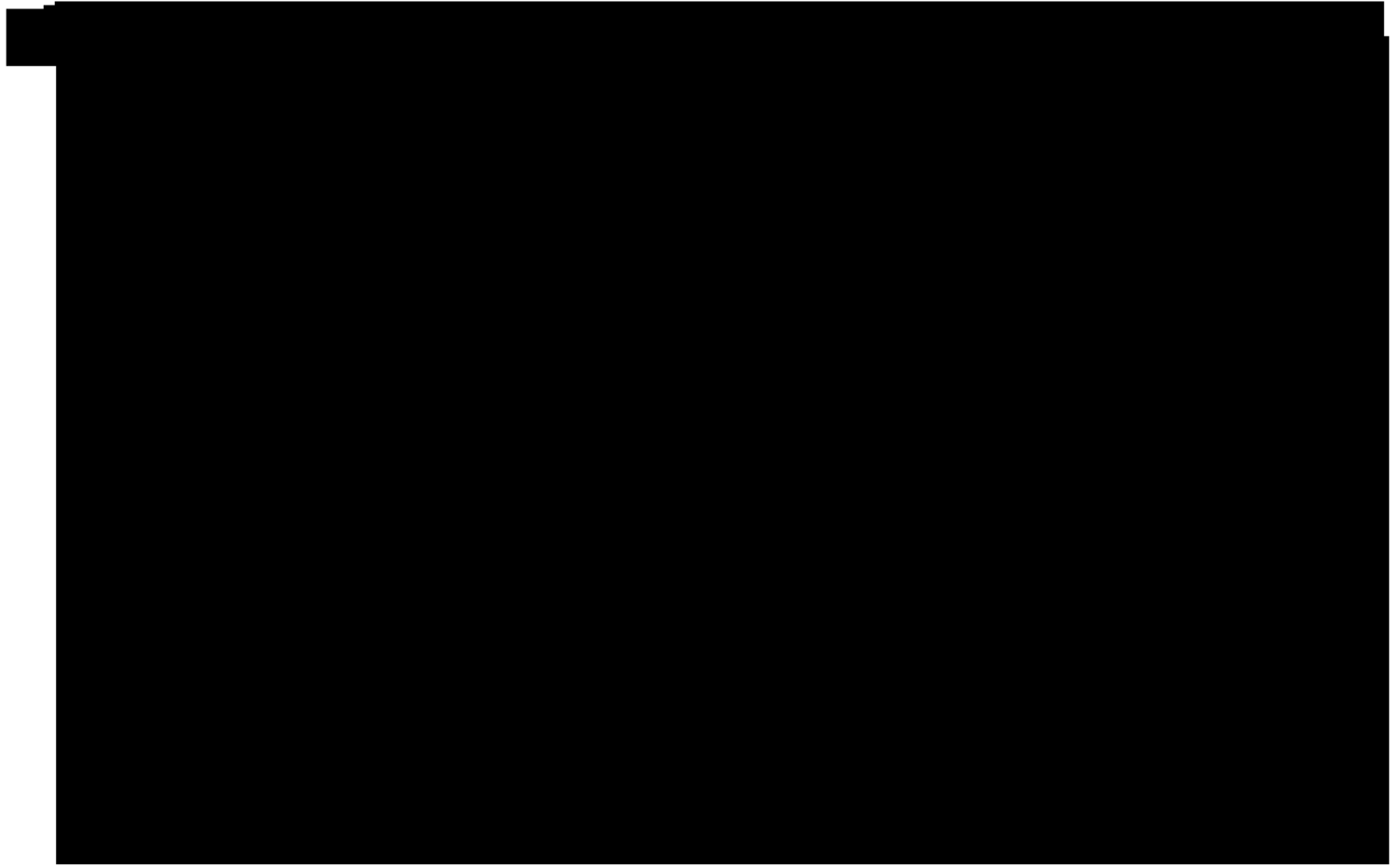
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Transport Planning Consultancy Support for the ROTHERHITHE TO CANARY WHARF CROSSING SCHEME

January 2018

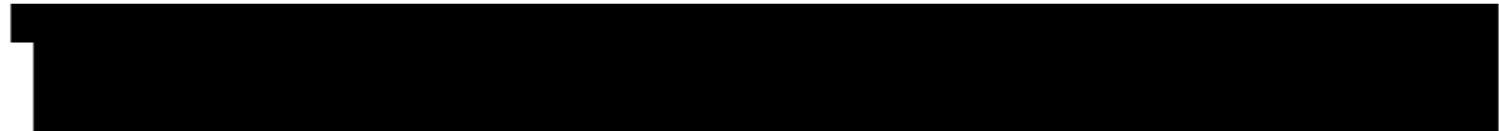


Transport
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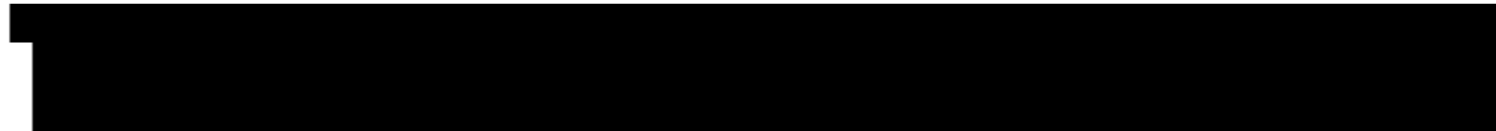
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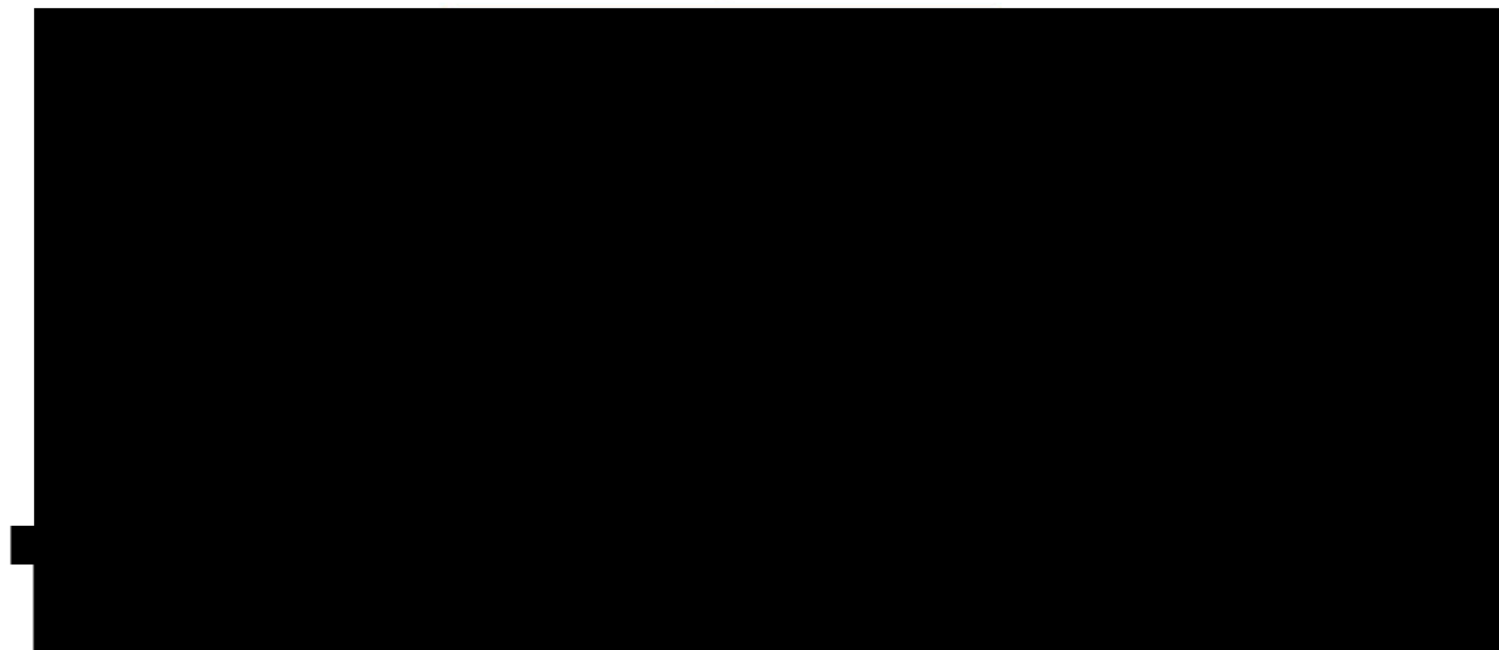
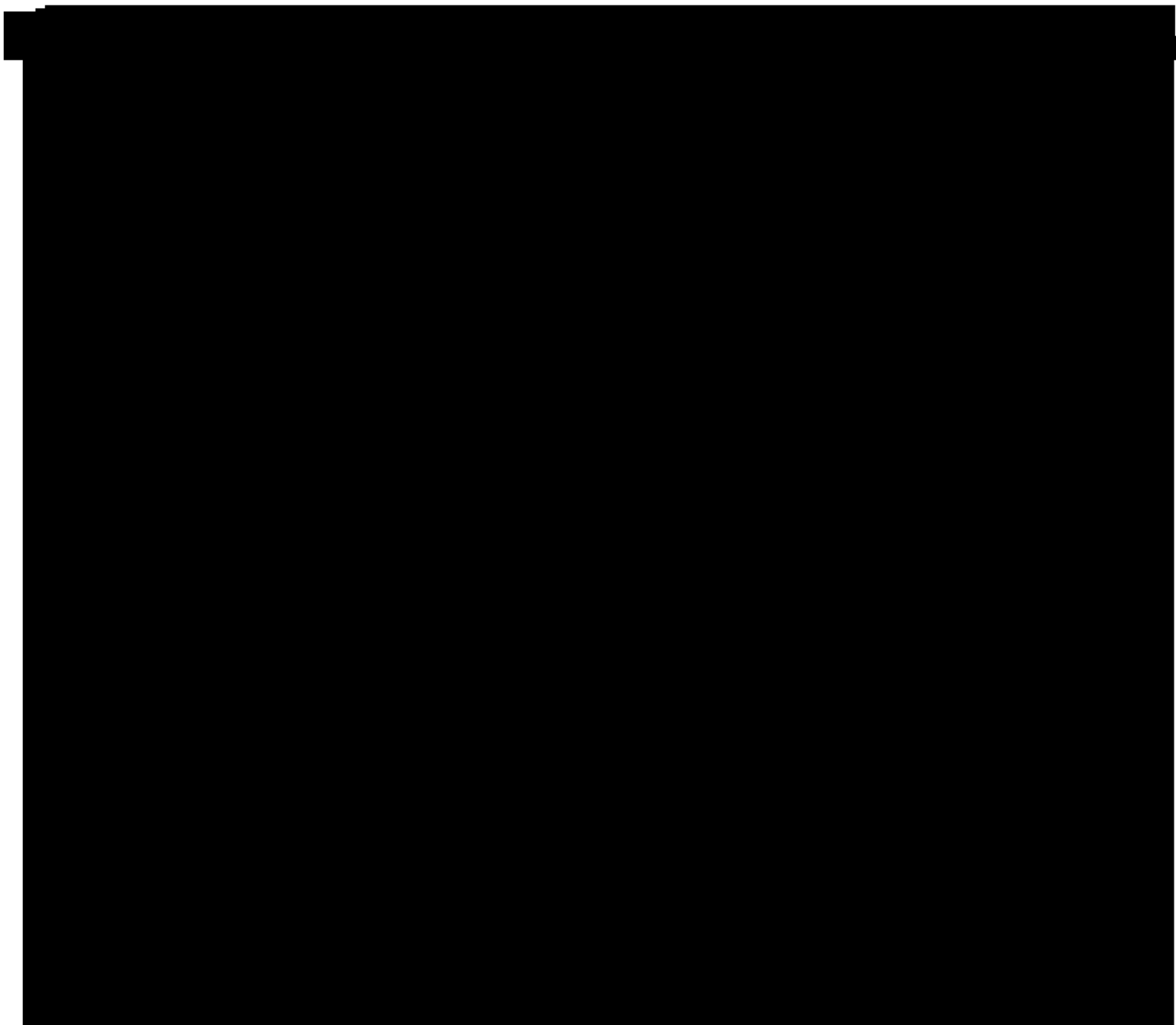
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