

SCHEDULE 6A - CALL-OFF CONTRACT

Framework Agreement: GLA 81635 - Local Energy Framework (Consultancy Services)

Sub-Lot: Lot 4 - Multidisciplinary

Call-Off Contract Number: GLA 81635 / Task 3 – East London Energy Concession Service

THIS CALL-OFF CONTRACT is made on the **07** day of **March** 2023

BETWEEN:

- (1) London Legacy Development Corporation (LLDC) (“**the Authority**”); and
- (2) AECOM Limited, a company registered in England and Wales (Company Registration Number 01846493) whose registered office is at Aldgate Tower, 2 Leman Street, London, E1 8FA (“**the Service Provider**”).

RECITALS:

- A. The Contracting Authority (GLA) and the Service Provider entered into an agreement dated 1st April 2022 which sets out the framework for the Service Provider to provide certain Services to the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it

has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing, unless otherwise an alternative is agreed in writing with the Authority during the Call-Off Contract Term.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

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

4. CHARGES

- 4.1 Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.
- 4.2 The Service Provider shall submit invoices to the address set out in Attachment 1 or in electronic format as set out in Attachment 1. Each invoice shall contain all information required by the Authority as required in Attachment 1. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 4.3 The Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 4 in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
 - 4.3.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved for payment and the Authority shall pay in accordance with clause 4.4.

- 4.3.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider. The parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority and the Authority shall pay in accordance with clause 4.4.
- 4.4 Subject to clause 4.3, the Service Provider will be paid for the invoiced fee plus VAT amount shown on the invoice by the Authority within 30 days of receipt of the invoice from the Service Provider.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

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

6. INSURANCES

- 6.1 The Service Provider shall comply with its obligations to maintain the insurances in accordance with Clause 22 of the Agreement, subject to any alternative insurance obligations the Parties may agree which shall be specified in Attachment 1.

7. DOCUMENTS

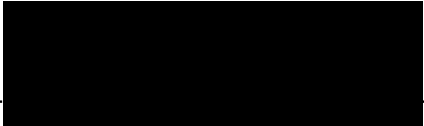
The documents forming the Call-Off Contract are:

- this Call-off Contract duly executed by the Parties;
- Call-off Contract Attachment 1
- Call-off Contract Attachment 2; and
- the following appendices
 - Appendix 1 – Authority Scope of Services
 - Appendix 2 – Service Provider's Proposal
 - Appendix 3 – Service Provider's Pricing Schedule

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

SIGNED

For and on behalf of AECOM Limited (the Service Provider)

Signature: 

Name: 

Title: 

Date: 22nd February 2023

SIGNED

For and on behalf of London Legacy Development Corporation (the Authority)

Signature: 

Name: 

Title: 

Date: 07 March 2023

Attachment 1 of Schedule 6A

SERVICES TO BE PROVIDED AND ASSOCIATED INFORMATION

1. Summary

The Service Provider is to undertake delivery of specialist technical, commercial and contract management consultancy services and advice in connection with the East London Energy (ELE) Concession.

The role of the Service Provider is to provide expert advice in respect of all matters (except legal) under the ELE Concession and its related documentation, and to provide advice and support to LLDC generally as the need may arise.

See Appendix 1 for the project Scope of Services.

2. Call-off Contract Duration

Contract Commencement Date: W/C 27th Feb 2023

Term of the Call-Off Contract: 2 years to end 28th Feb 2025.

The Call-Off Contract may be extended for one (1) further Year (Totalling 3 years) however any extensions will be at the Authority's own discretion and subject to the appointed Service Provider's satisfactory performance, ongoing requirement and funding availability. This will be confirmed and mutually agreed in writing.

Notice period in accordance with Clause 29 of the Framework Agreement (termination without cause): 30 days

3. Invoices

Date/Period for submission of Invoices: The Service Provider is to submit invoices on a 4-weekly period in arrears.

Invoices must be sent via email, in pdf format, to:

[REDACTED]

All invoices must have LLDC's Contract Reference Number, Purchase order number, TfL's Contact name, a separate calculation of VAT and a brief description of the Services provided.

Invoices should be addressed to:

London Legacy Development Corporation
Floor 9
5 Endeavour Square
Stratford
E20 1JN

4. The Authority's Call-Off Co-ordinator's:

Contract Manager:

Name:

E-mail address:

Telephone:

Procurement Manager:

Name:

E-mail address:

Telephone:

5. Insurance levels and additional insurances to be held by Service Provider:

- Public liability insurance in the amount of [REDACTED] per occurrence with financial loss extension;
- Professional indemnity insurance in the amount of [REDACTED] in respect of each and every claim for the duration of the Call-Off Contract and for six years after expiry or termination of the Call-Off Contract.
- The Service Providers total liability in contract, tort (including, but not limited to, negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Call off Contract shall in all circumstances be limited to [REDACTED].

Attachment 2 of Schedule 6A

SERVICE PROVIDER'S PROPOSAL

1. Proposed Solution

Service Provider – AECOM's Proposal sets out the technical approach for achieving the objectives for this Project.

See Appendix 2 for the Proposal.

2. Charges

The tendered total price for the First Year of the contract is fixed at [REDACTED] and shall not exceed this amount.

The cost for subsequent Years - 2 and 3 will be agreed annually which will be confirmed and mutually agreed in writing.

The Day Rates submitted for the Resources shall remain fixed for the life of this Call-Off Contract, including any contract extensions.

See Appendix 3 for the Service Provider's Pricing Schedule for detailed Cost Breakdown.

3. Key Service Team and Personnel

Name: [REDACTED]
Project Role: [REDACTED]
Address: [REDACTED]
[REDACTED]

Name: [REDACTED]
Project Role: [REDACTED]
Address: [REDACTED]
E-mail address: [REDACTED]

4. Sub-Contractor details

Name: [REDACTED]
Project Role: [REDACTED]
Company: [REDACTED]
Address: [REDACTED]
E-mail address: [REDACTED]

Appendix 1 – Authority Scope of Services

ATTACHED HEREIN,

Specialist Technical and Commercial Resource for the ELE District Energy Concession. Commencing January 2023 – Scope of Service

Background

As a key element of the delivery of the Games and Legacy infrastructure of the Park, the Olympic Delivery Authority (jointly with Stratford City Developments Limited) entered into a Concession Agreement with East London Energy (ELE) – part of the EQUANS group, for the provision and operation of two combined energy centres and a district heating network, which is centred around the use of combined cooling, heat and power (CCHP).

Under the terms of the Concession Agreement, the ODA is the Joint Employer, in a joint venture with SCDL. In 2014 the Concession Agreement was transferred from the ODA to London Legacy Development Corporation by Statutory Transfer, and LLDC has thereby become Joint Employer together with SCDL.

The ELE Concession

The ELE Concession serves two principal functions:

1. Construction of the combined energy centre and district heating network for Games and to serve the Westfield Shopping Centre; and to extend the network as required for new developments.
2. Operation of the ELE Concession for 40 years as the exclusive provider of heating and cooling energy in the Park and adjacent areas.

In the first function, the Joint Employer operated as a construction client. SCDL focused on the Westfield development and the ODA concentrated on the delivery of the Park. The initial build of the first function has been substantially discharged. Extensions of the network will be delivered as required during the Concession term.

In the course of the second function, the Joint Employer role is, *inter alia*, to serve as the "Supervisory Body" of the ELE Concession to provide quasi-regulatory services (price control, investment approvals, etc.), due to the lack of district heating regulation in the UK. The supervisory role of the Joint Employer is defined by the ELE Concession documentation (however, it is acknowledged that the distinction between the first and second functions is not always clearly defined).

LLDC requires an organisation (the successful bidder under this Procurement (Service Provider)) to provide it with technical specialist support in respect of its operations and responsibilities as the Joint Employer under the second function, and for residual matters under the first function.

Following transfer of the ELE Concession from the ODA, LLDC has taken the lead in the Joint Employer role. SCDL remain involved as a Joint Employer, but with a lesser degree of involvement.

Contract management of the ELE Concession is provided via a (Joint) Employer's Representative. This role is currently being delivered by the LLDC through in-house resources, although the scope of the services under this Procurement includes provision of this role by the Service Provider if it is deemed to be required to cover short term absence periods (e.g. illness, etc).

PROTECT

The Service Provider to be awarded with the contract will take up and deliver a role similar to an existing appointment which will terminate in January 2023 after completing a 3-year term.

The Services

It is intended that the Services will comprise the delivery of specialist technical, commercial and contract management consultancy services and advice in connection with the ELE Concession.

The Services will be sourced on the basis of a term appointment, initially for two years with an option to extend for a further twelve months (thus a maximum term of three years from appointment).

The role of the Services Provider is to provide expert advice in respect of all matters (except legal) under the ELE Concession and its related documentation, and to provide advice and support to LLDC generally as the need may arise.

The Services will involve direct liaison with ELE, and representing and negotiating for and on behalf of LLDC, developers, operators of venues and sites of/on the Park, users of sites and potential investors.

LLDC expects that its own staff will generally also participate in such activities. However, there will be some tasks which will require the specialist Service Provider to lead, and these will be defined as the Contract progresses. LLDC in this regard reserves the right, acting in accordance with the Regulations, to ask the Service Provider to provide additional and related services which might prove necessary for the provision of the key services or relevant services to the ELE Concession, which have become necessary because of currently unforeseeable circumstances.

The intensity of the use of the Services will largely depend on the timing of new developments that will use the Concession Agreement and the needs of LLDC. In the early stages of the Contract, it will be necessary to use the initial familiarisation period to review whatever guides etc. that may be needed to help LLDC competently deliver its obligations. Thereafter, the Services are likely to be predominantly reactive, responding to issues raised by ELE and by future developers, Park and Venues Operators, users and potential investors.

The resource / fee budget is based around an average of 40% of full time equivalent (FTE persons (i.e. two days per week). However, in practice, it is presently envisaged that resources will be required in scheduled, intense periods of activity, rather than being spread evenly throughout the year. The 40% FTE also anticipates different specialists participating in different issues. The actual time involvement will depend on the demand for Services. A task order process will operate to instruct the Service Provider to provide the Services, and assist with monitoring resource deployment.

In addition to the ongoing service, the Contract requires that the Service Provider familiarise themselves with all aspects of the ELE Concession; and to review the guides, policy and other relevant documents that will be required to facilitate effective management of the ELE Concession, for an initial 8-week period that will be funded by LLDC to allow for up to three FTE's. [REDACTED] has been identified for this. The need for

familiarisation or otherwise will be a consideration by LLDC in the evaluation, and this is reflected in the structure of the Pricing Submission.

Scope of the Services.

As and when requested by the Employer to do so, the Service Provider will provide any of the following list of potential actions:

A) Policy and Operational Guides

Review and update the following policy and operational guides, for subsequent inclusion in various briefs for issue to Others and Developers and Investors:

- The Contracting Authority's CCHP strategy;
- Design guides;
- Operational guides;
- Technical options;
- Performance Specifications;
- Pricing issues;
- Understanding of avoided costs.

Issue these guides to the EFM Contractor, Developers, Investors and the Venue Operators as may be directed by the Employer.

B) Capacity Model

Review and updating of capacity and strategic models, to provide:

- Understanding of capacity issues across the Park and of "exportation" potential;
- Identification of capacity reservation requirements needed to secure energy supplies to LLDC-sponsored developments.

C) Briefing Sessions and Technical Reviews

Support the Employer through briefing and liaison sessions to explain the ELE Concession and to stimulate engagement, including provision of ongoing advice on optimising the use of secondary networks, and maintaining required return water flow temperatures:

- Briefing sessions for developers and their consultants
- Briefing sessions for the Contracting Authority's EFM contractor and other Contractors/Service Providers as appropriate and venue operators
- Provision of advice in-use for secondary networks
- Technical reviews of the secondary heating designs prepared by developers, particularly to identify any problems being built in, and also to highlight where better configurations could be adopted, and where additional care may need to be paid to site installation.

D) Interface with ELE

Provision of technical and commercial interfaces between ELE and developers, and possibly investors, to assist formulation of developers' proposals and designs, and to vet emerging designs and commercial solutions. This will include direct discussions and negotiations with ELE on behalf of the Employer.

E) Annual Energy Statement

Creation of the Annual Energy Statement analysing the performance of the Energy Centres.

PROTECT

F) Carbon Emissions

Assist with the negotiations and agreement of:

- Carbon Emission standards; and
- Replacement of carbon intensity factor.

Participate in or lead studies in conjunction with ELE to identify potential means of de-carbonising the network by means of integrating energy generation technology alternatives and innovation into the current base of CHP.

H) Commercial Advice

Provide commercial advice on the Employer's aspects (responsibilities, duties and obligations as well as rights) of the ELE Concession:

- Contractual Price Control Formula reviews with ELE. This is the formal procedure in the ELE Concession that occurs at 5-yearly intervals, and includes making submissions to an independent adjudicator;
- Annual reviews of the Heat Price Control Formula;
- Unrecoverable costs;
- Employer costs, including liaison with organisations outwith the park.

I) Connection and Supply Agreements

Assist with the negotiations and agreements of revised connection and supply agreements for developments on the Park, including any variations to the existing ones and/or standard forms.

J) Contractual Advice and Contract Administration

Provide advice about all aspects of the ELE Concession and its associated documentation, and practical interpretation with respect to disagreements that may arise, including participation in dispute resolution. The focus of this advice will relate to the operational aspect of the ELE Concession rather than detailed knowledge of the historical Games-time aspects. However, the Service Provider will need to become broadly familiar with these, as the historical aspects will remain within the ELE Concession wording and the understanding of the historical aspects will be paramount to understanding the current and future arrangements.

When explicitly instructed to do so undertake the role of Contract Administrator (Employers' Representative) for an on behalf of the Joint Employers under the ELE Concession. This will be due to exceptional and unforeseen circumstances (e.g. sickness, etc) and for a short period of time.

K) Other Issues

Identify and advise on other issues relating to the ELE Concession and associated agreements that may emerge as the advice commission progresses e.g. advice on potential expansion in Legacy to areas surrounding the Park, implementation of sustainability improvement initiatives etc., strategic and policy involvement, including working with government agencies, local authorities, trade and industry bodies, and regulatory organisations.

Appendix 3 – Service Provider’s Pricing Schedule

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