

## Schedule 6 - Call-Off Contract

**Framework Number:** GLA 80868 ADUP2  
**Framework Lot:** Lot 4 - Architecture – Housing and Mixed-use  
**Call-Off Contract Number:** GLA 80868/Task 1001 – Chobham Farm North Site – Design Appraisal

**THIS CALL-OFF CONTRACT** is made the            day of            2018

### **BETWEEN:**

- (1) The London Legacy Development Corporation (“**the Authority**”); and
- (2) Adam Khan Architects Ltd, a company registered in England and Wales (Company Registration Number [REDACTED]) whose registered office is at [REDACTED] (“**the Service Provider**”).

### **RECITALS:**

- A. The Authority and the Service Provider entered into an agreement dated 27 March 2018 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 and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

### **3. CALL-OFF TERM**

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of 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.

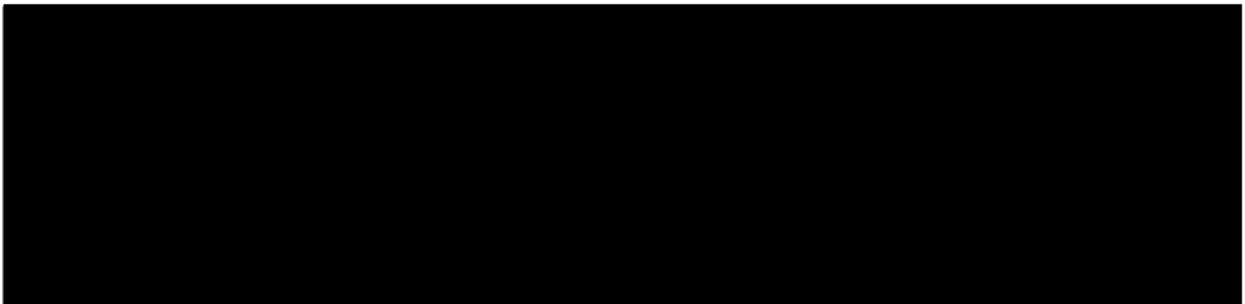
### **4. CHARGES**

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.

### **5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL**

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

### **6. LIABILITY**



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

**SIGNED**

For and on behalf of  
Adam Khan Architects Ltd

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED**

For and on behalf of  
The London Legacy Development Corporation

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: Dir. Developments / CEO

Date: 6.08.2018 / 23/08/2018

## Attachment 1

### 1. Services to be provided and associated information

The LLDC requires design feasibility services to develop and test options for a high-level mixed-use masterplan for consolidated landholdings (Plots A, B & C), and block design options for individual landholdings (Plots A & B). Proposals will optimise residential development and be responsive to the site's opportunities and constraints and planning policy context. The design work will be iterative and informed by financial sensitivity testing in order to develop a well-designed, commercially viable solution, which is supported by logical approach to phasing and delivery. These services are required from July 2018 and are targeted to conclude in October 2018.

A full Specification of the Services required is included within Appendix 1

### 2. Invoices

The Service Provider is to submit invoices in arrears, in line the with the payment period. The payment period shall be 4-weekly.

All invoices must have the Contract Reference Number, SAP Purchase order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.

### 3. Call off Contract duration

Commencement Date: 24 July 2018

Call-Off Term: 4 months (will be confirmed at award stage), with potential extension for additional works required for the scheme to progress.

Call-Off Expiry date: 01 November 2018

Option to extend and additional work:

The Authority reserves the right to appoint the Service Provider of this requirement to be retained to prepare and submit a planning application (RIBA Stage 2), and potentially to deliver the scheme in full (to RIBA Stage 6). The Authority also reserves the right to competitively tender any further work required.

The Service Provider shall be informed of the Authority's decision following the conclusion of the business case to be produced Spring 2019.

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

The Authority's Contract Manager is:

**Name:** Jo Rushton Development Manager



The Authority's Procurement Manager is:  
**Name:** Tufail Ahmed, Assistant Commercial Manager



## Attachment 2

### Service Provider's Proposal

#### 1. Proposed Solution

Adam Khan Architects to provide the services as per attached proposal included as Appendix 2

#### 2. Charges

The tendered total of the price is fixed at [REDACTED] excluding VAT.

The Authority will not reimburse any additional costs for time, input, resource or other without prior written consent from the Authority.

Any additional work identified for the progression of the scheme shall be undertaken within the rates submitted for Daily Rate Card.

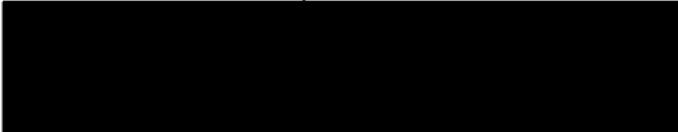
The Authority estimates to inform the Service Provider of any additional work required by Spring 2019

See Appendix 2 for full breakdown of Charges.

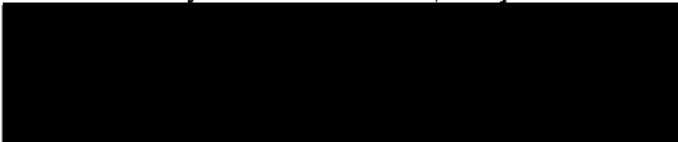
#### 3. Service Team and Personnel

The Service Provider's key personnel are:

**Name:** Adam Khan, Lead Director



**Name:** Jerry van Veldhuizen, Project Lead



A full breakdown of the team is included within Appendix 2.

#### 4. Experience

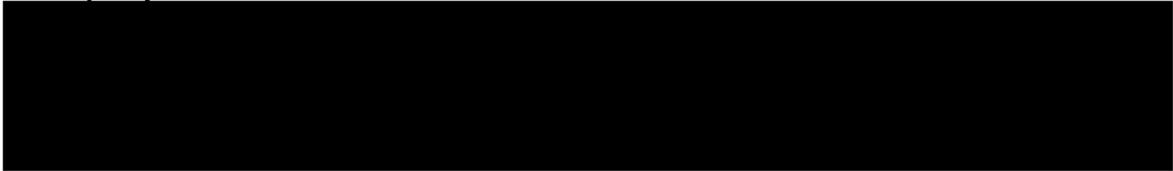
Details provided within Appendix 2

**5. Proposed sub-contractors (if any)**

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

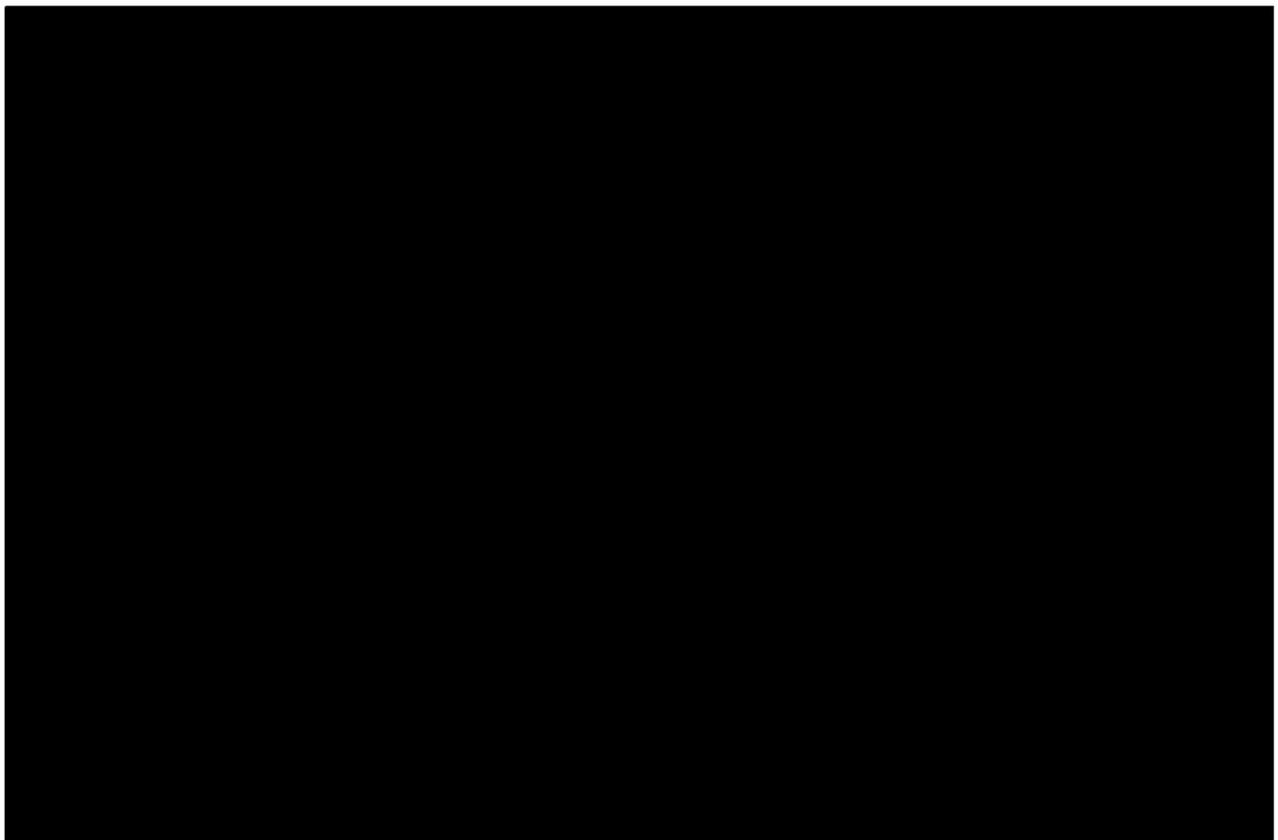
**Name:** Graeme Sutherland

**Company:** Adams & Sutherlands Architects



Full details of proposed sub-contracted work are included within Appendix 2

**6. Proposed completion date**



**8. Other Information**

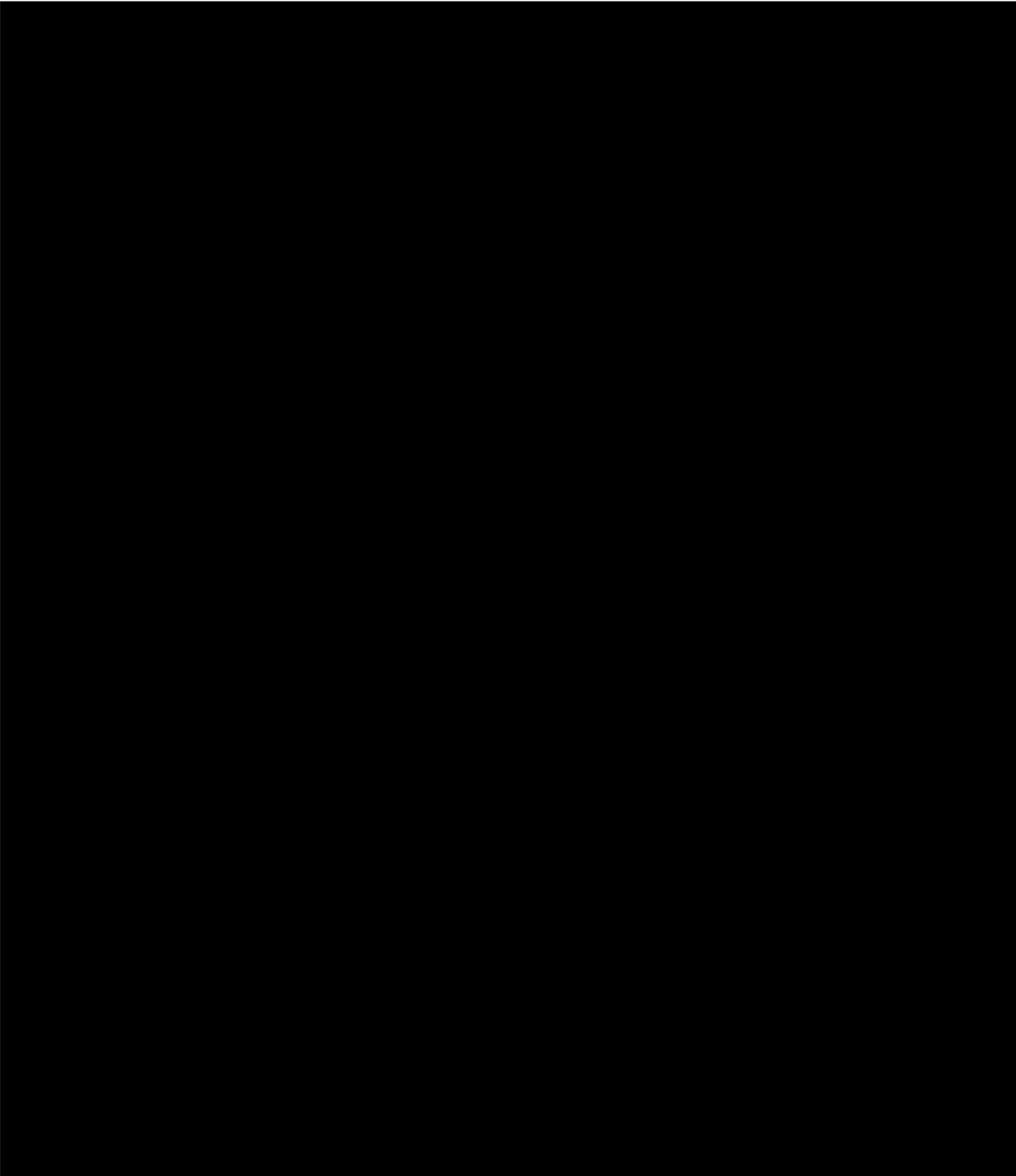
State if relevant

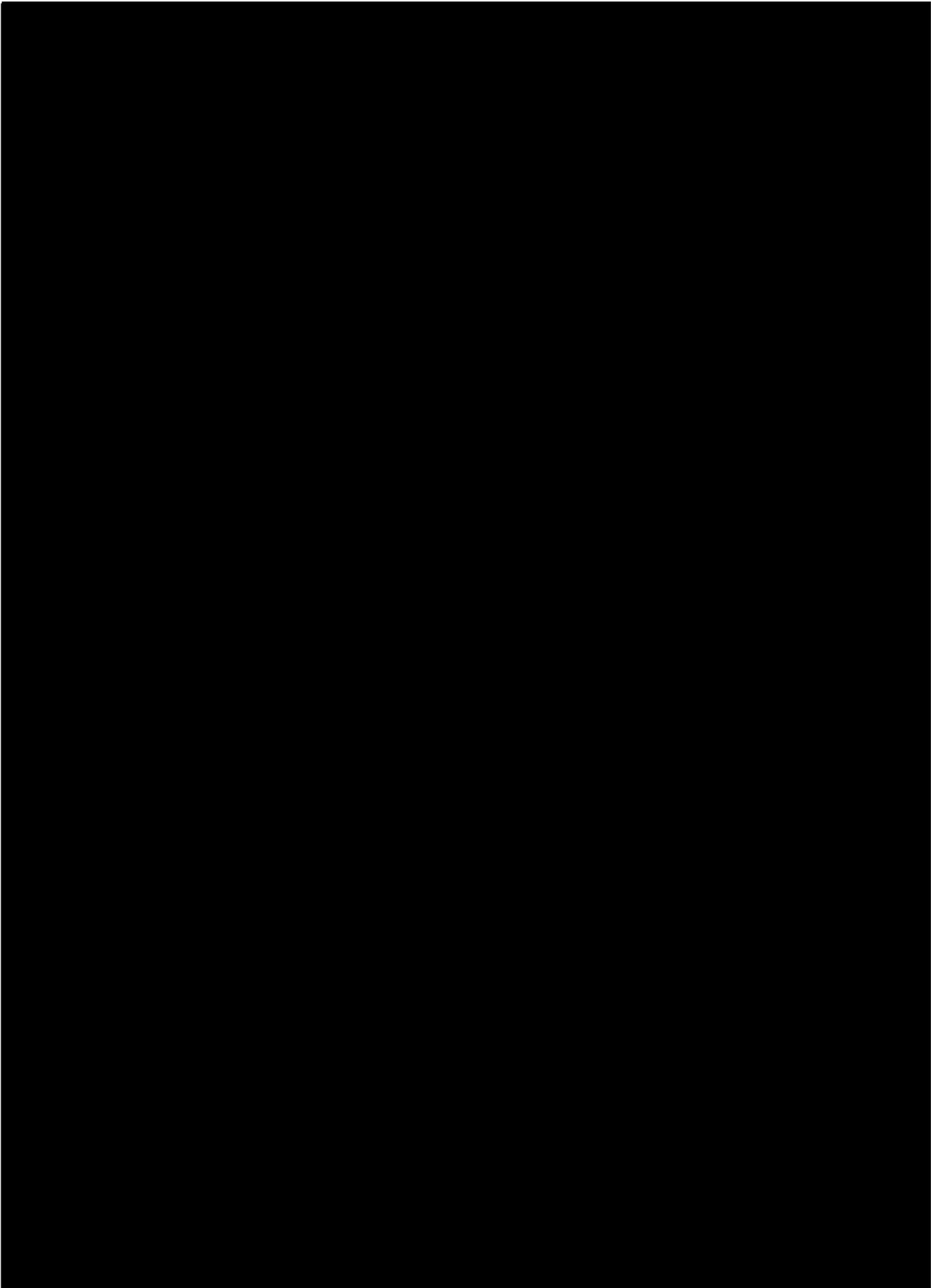
**Appendix 1**

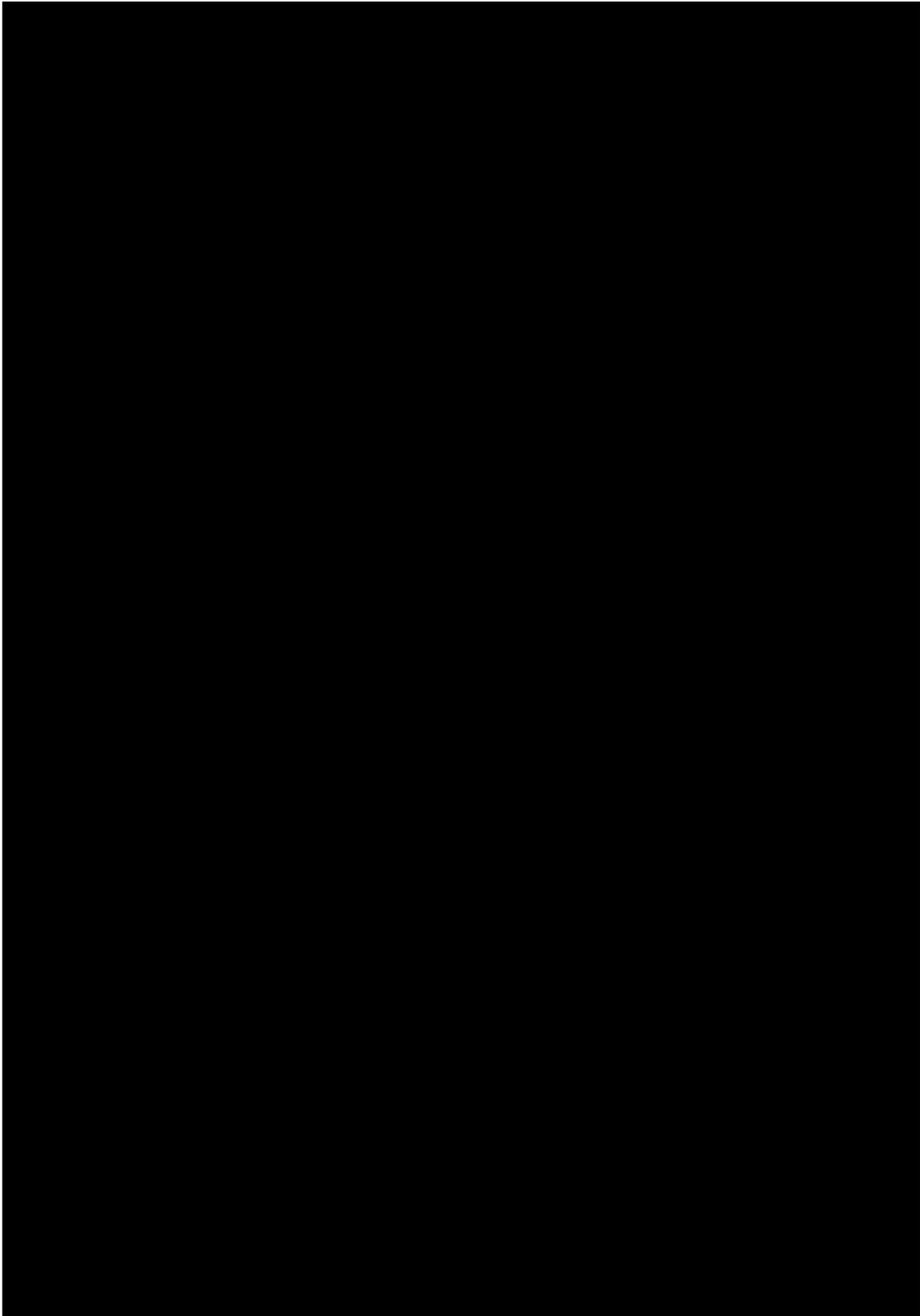
**Authority's Specification**

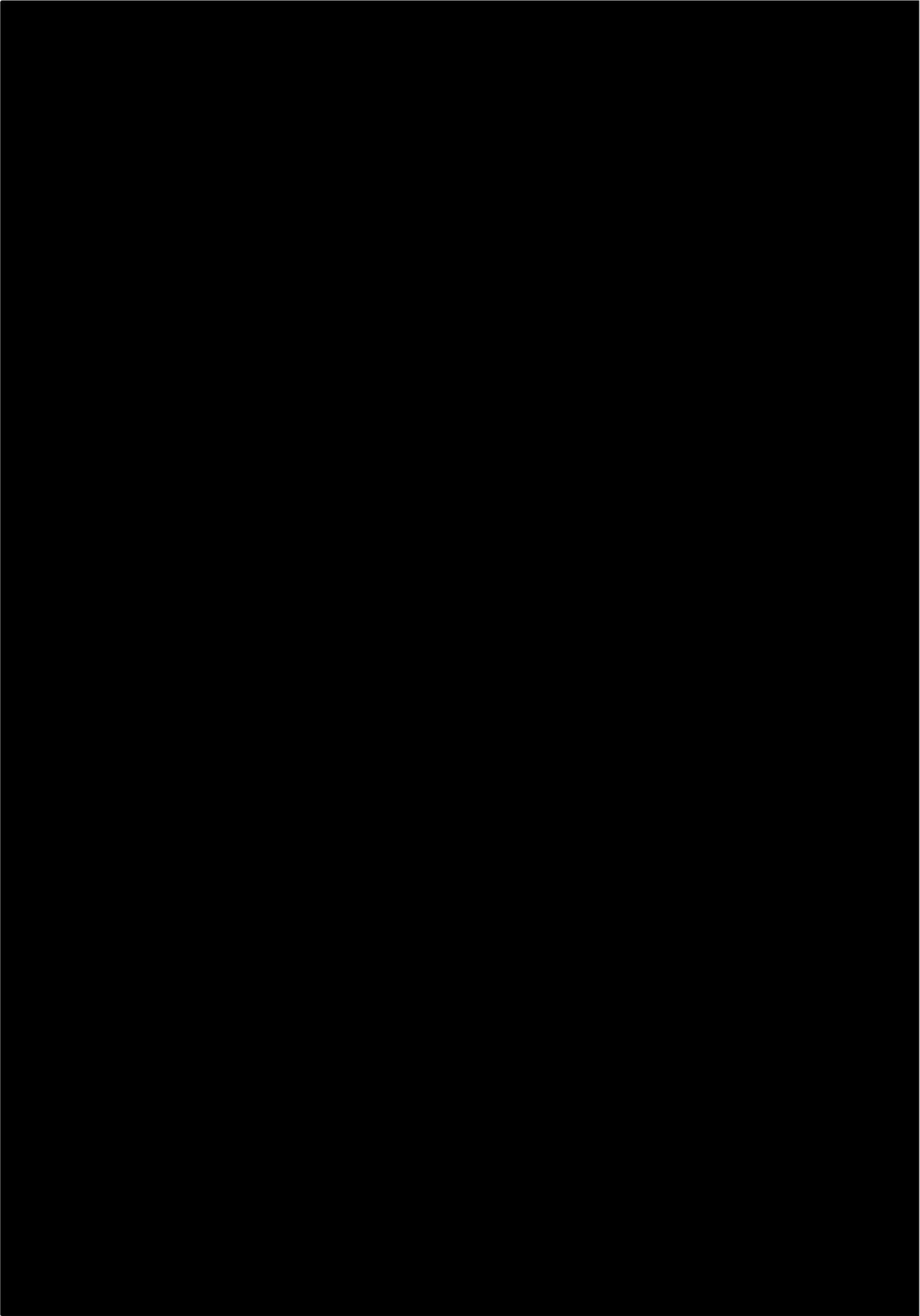
ATTACHMENT 4  
SPECIFICATION BRIEF  
FOR  
CHOBHAM FARM NORTH SITE –  
DESIGN APPRAISAL

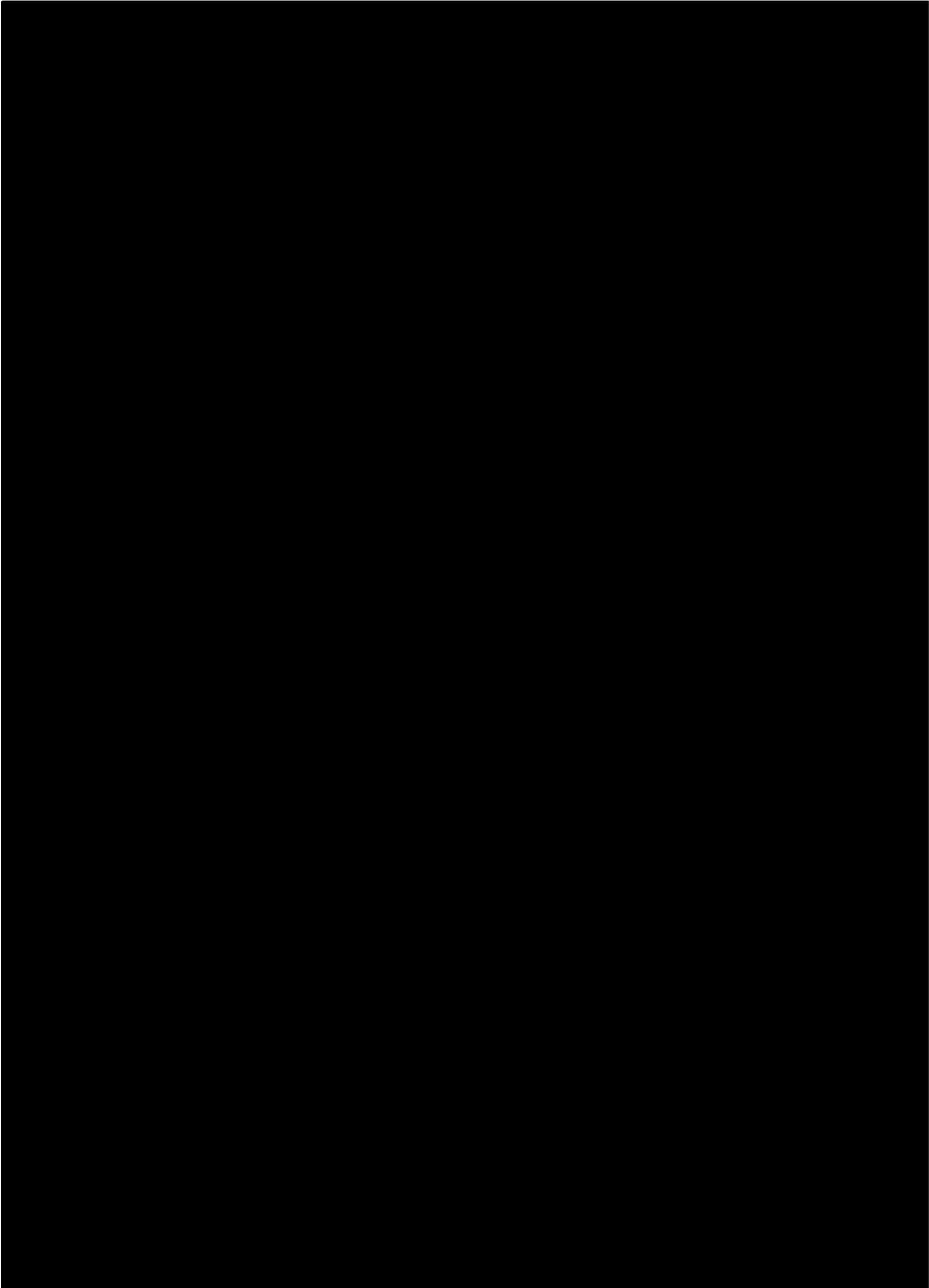
Reference: GLA 80868 /TASK 1001

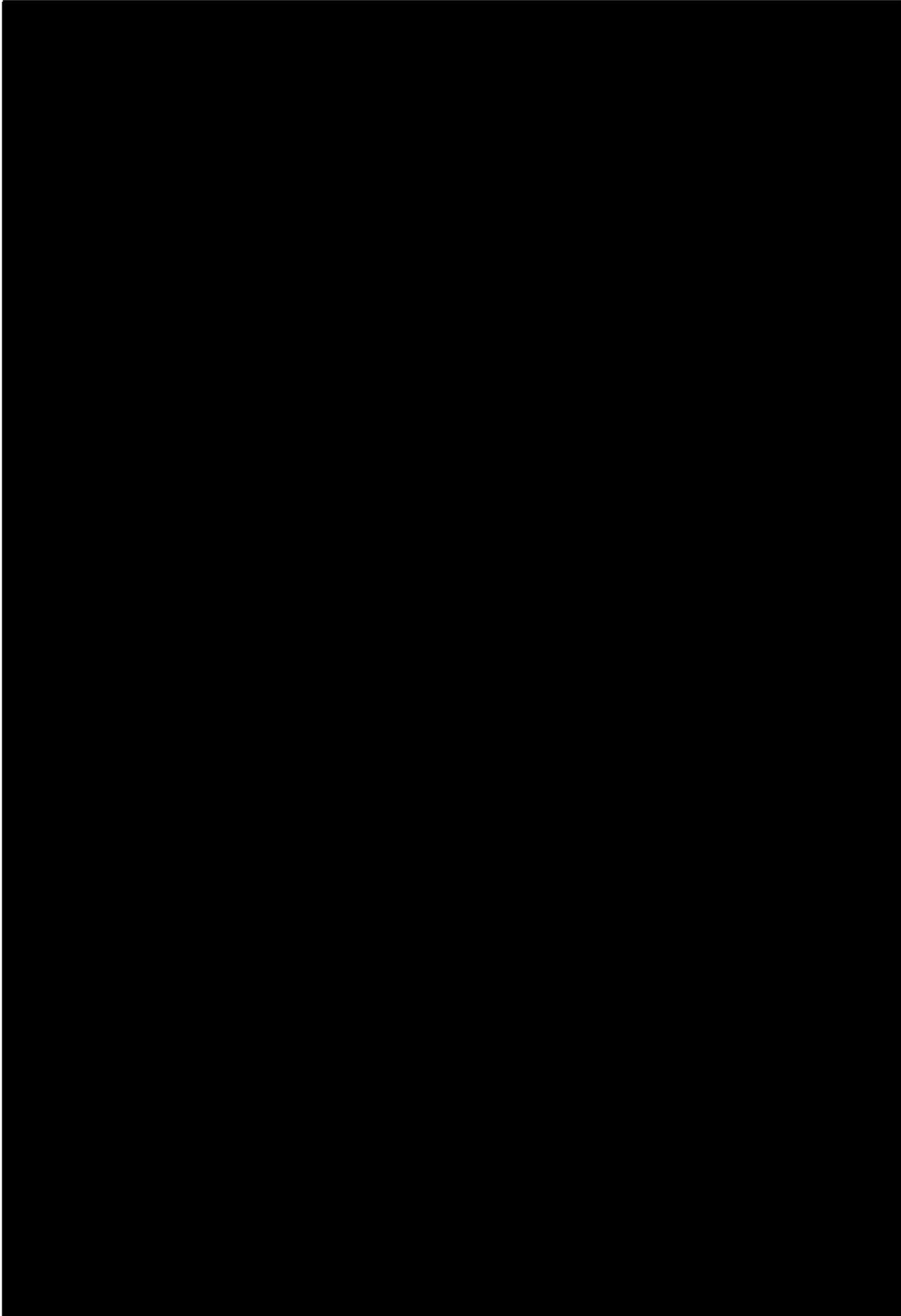




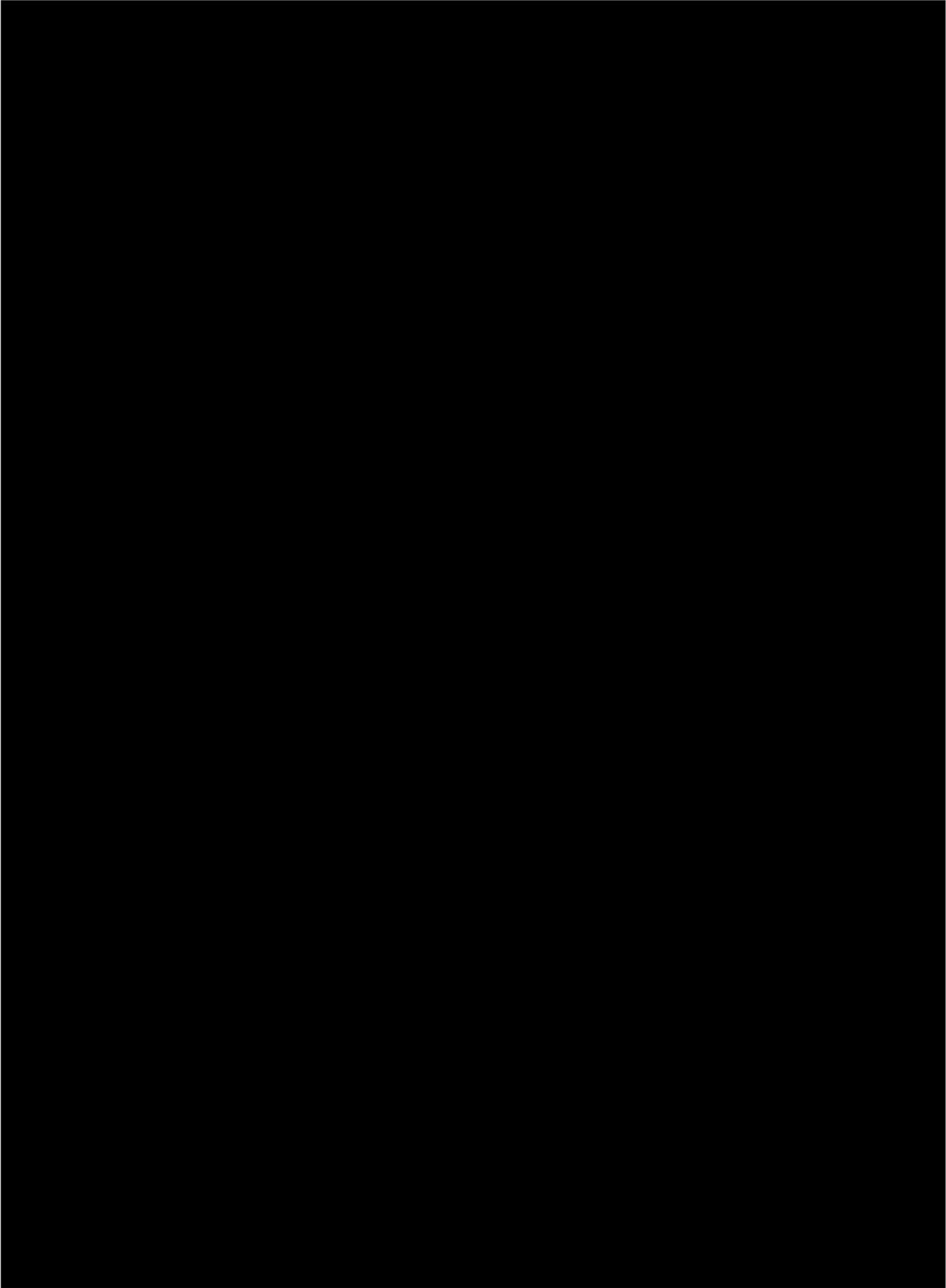


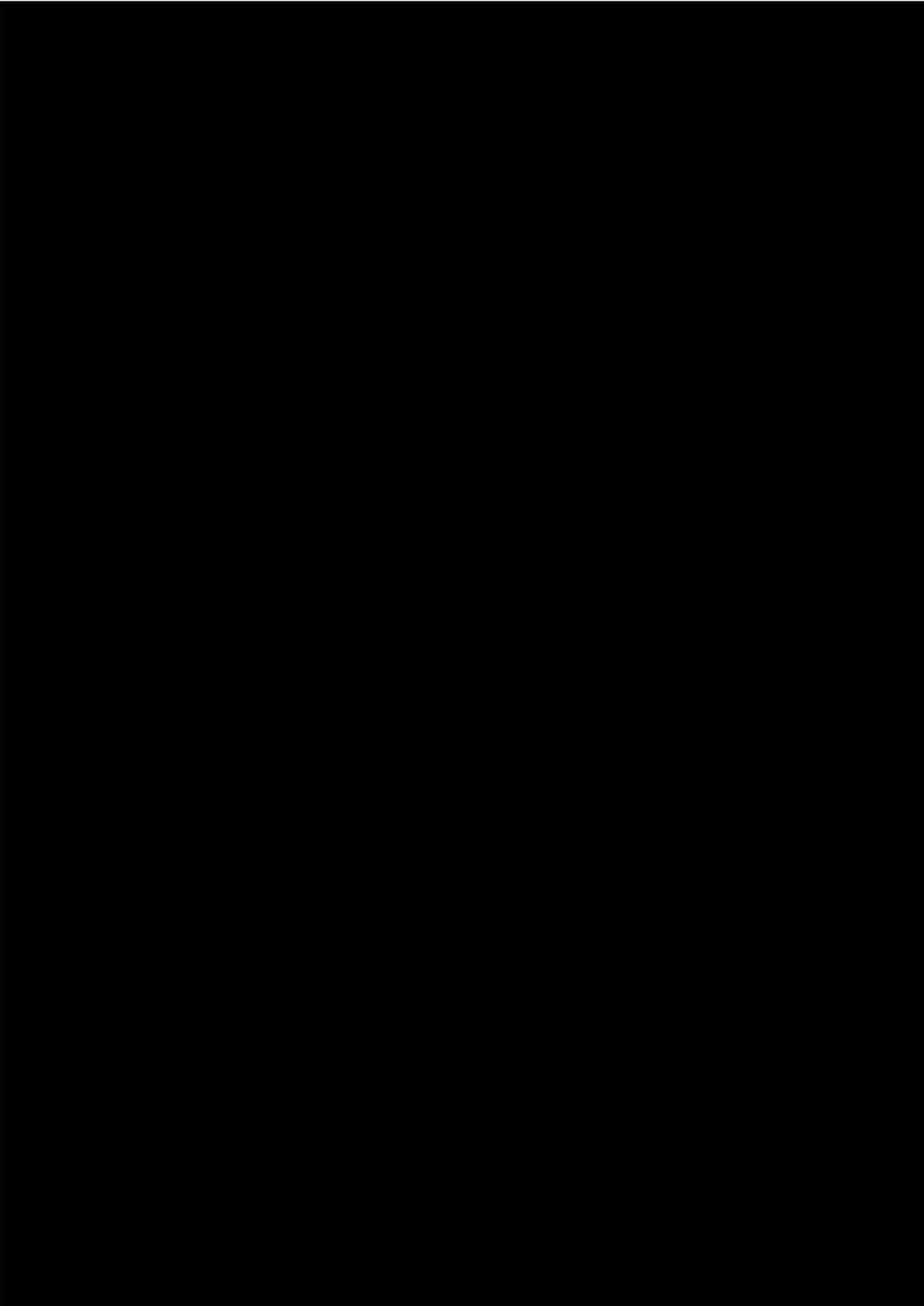


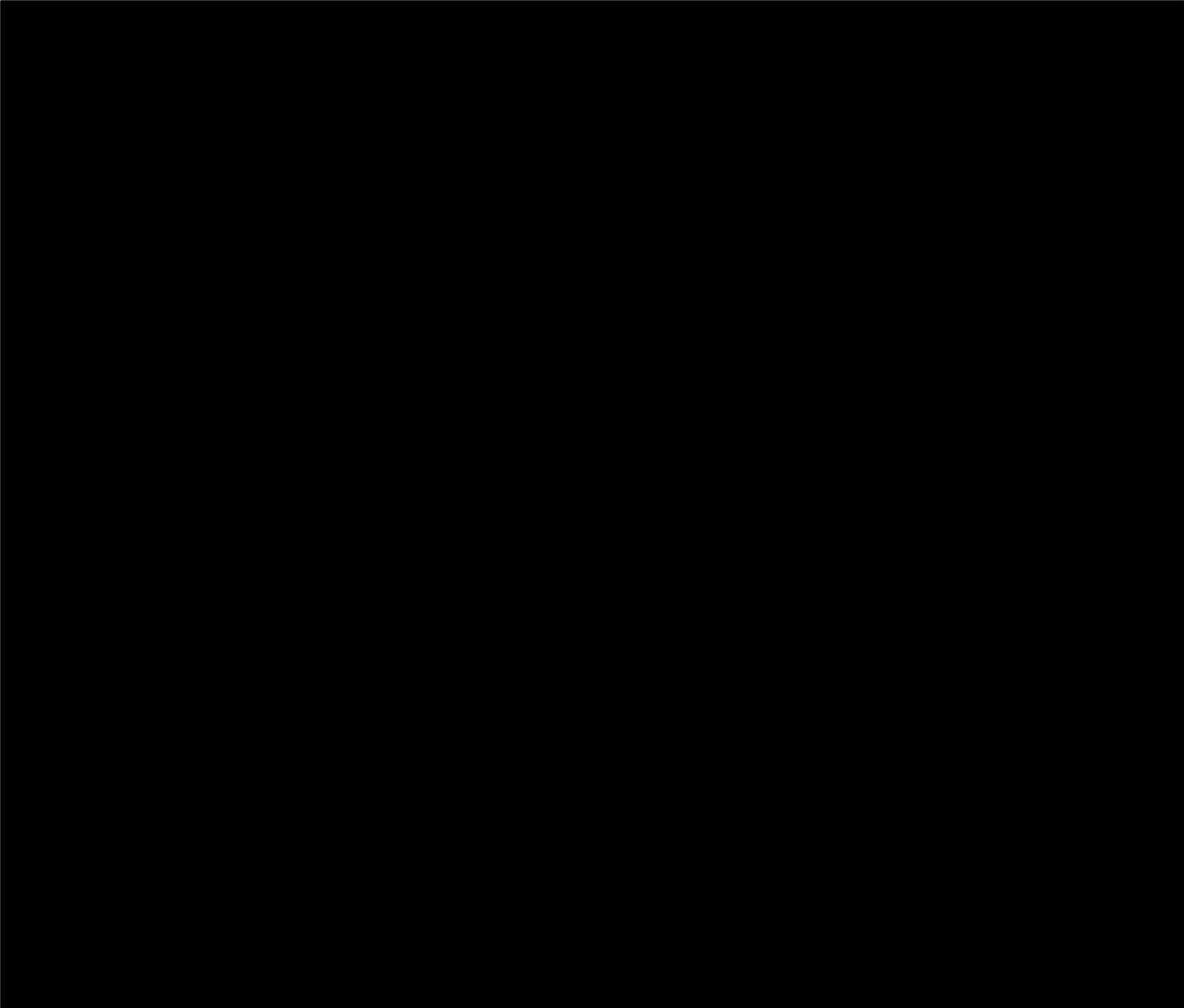


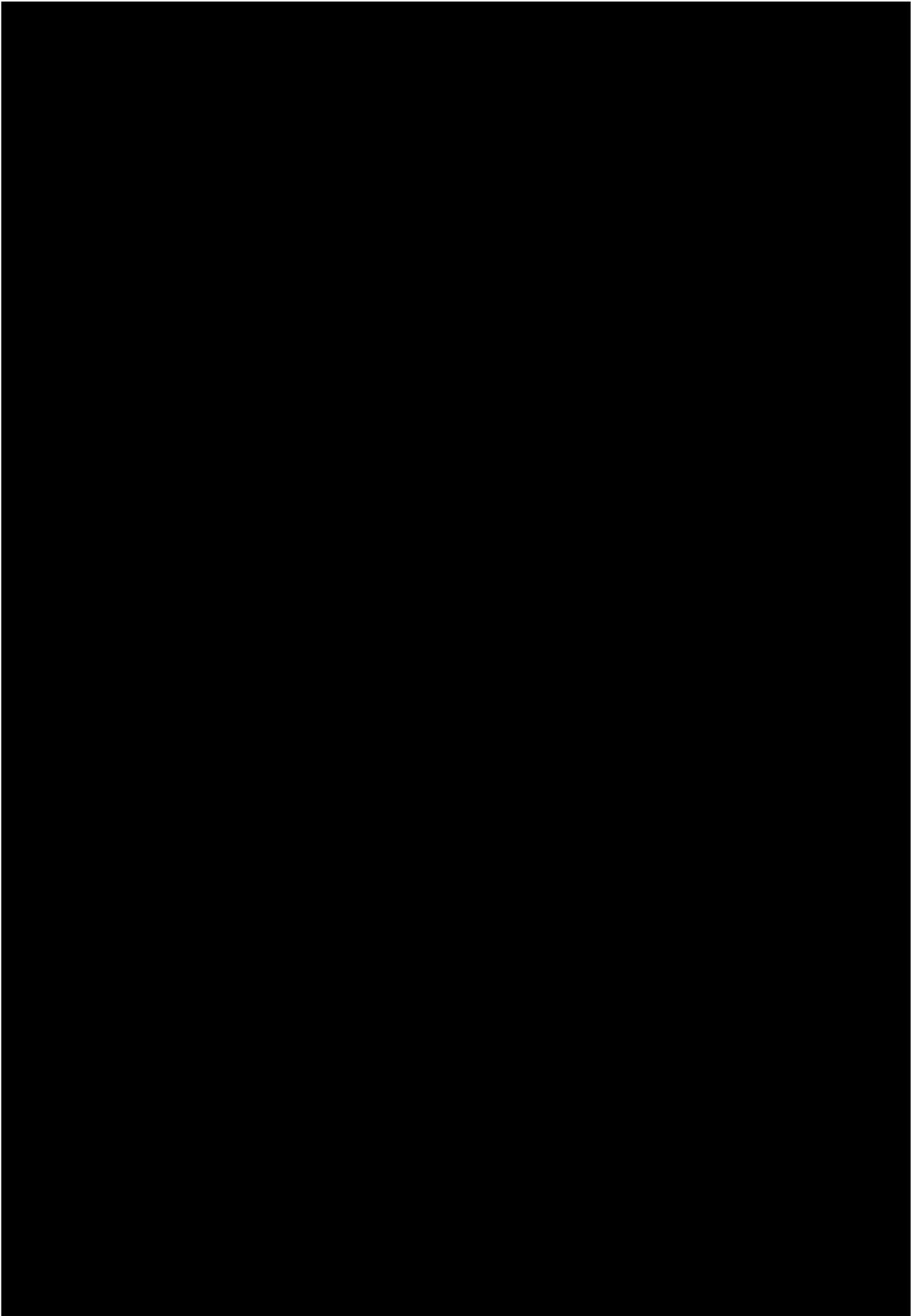


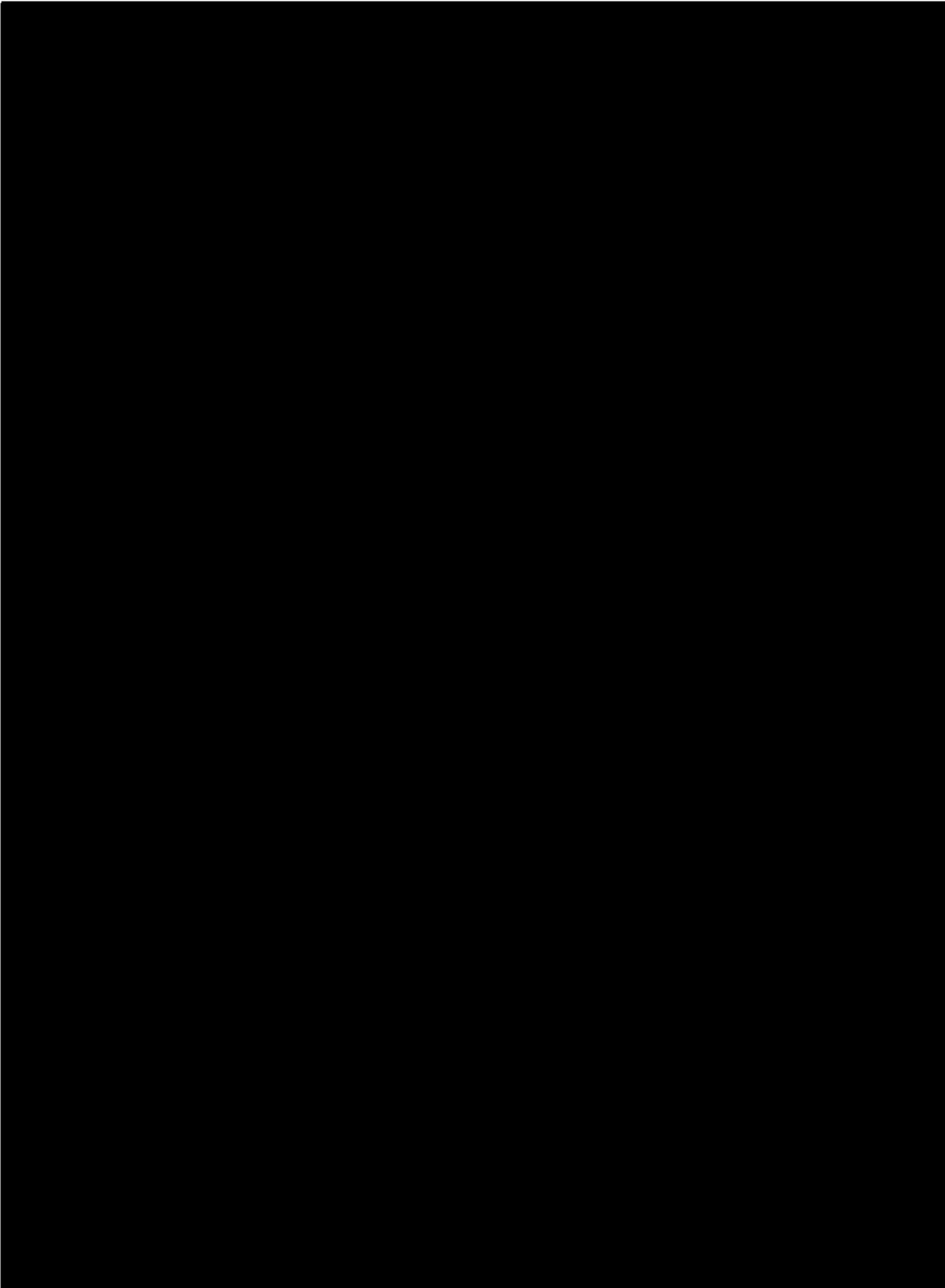


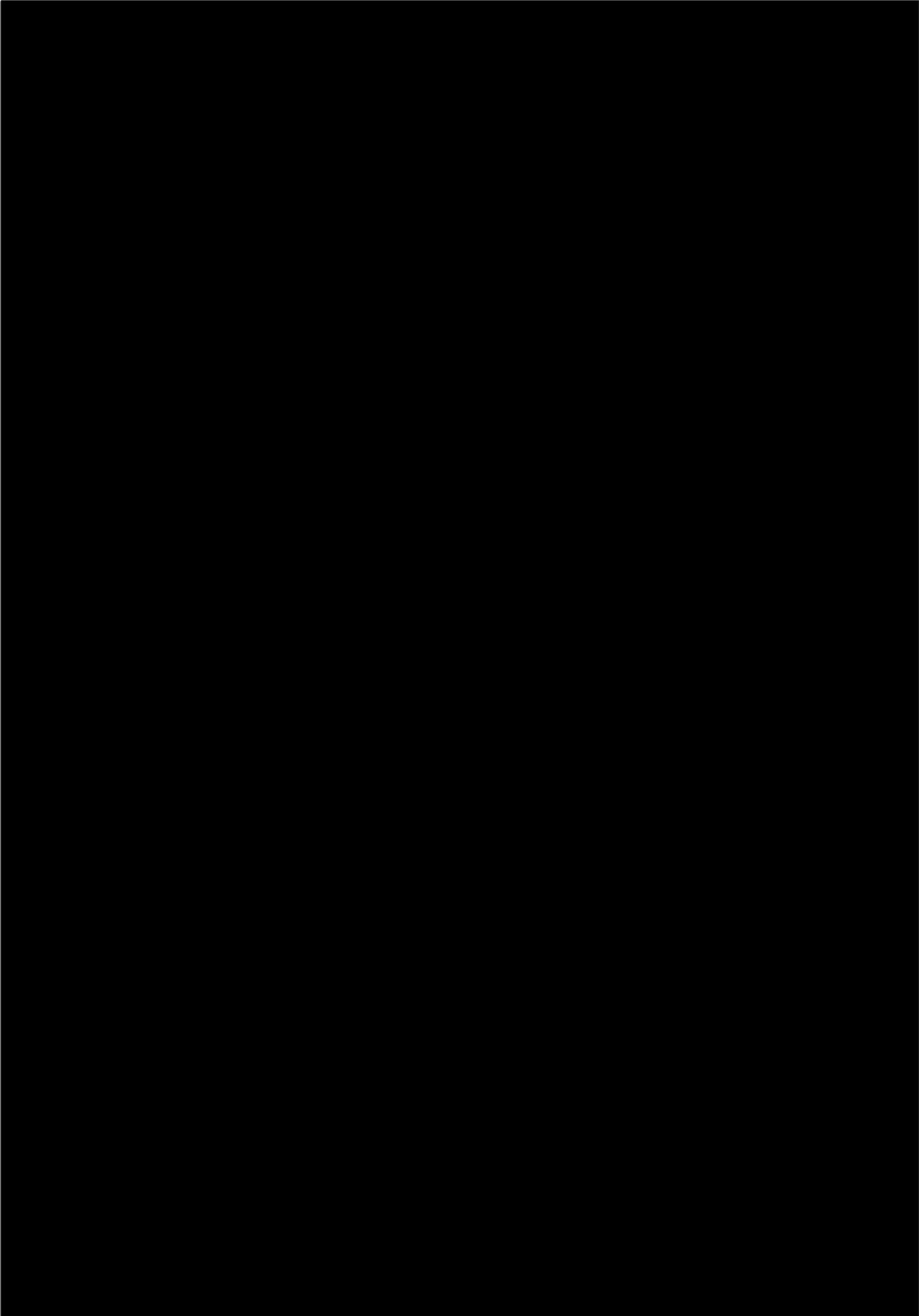


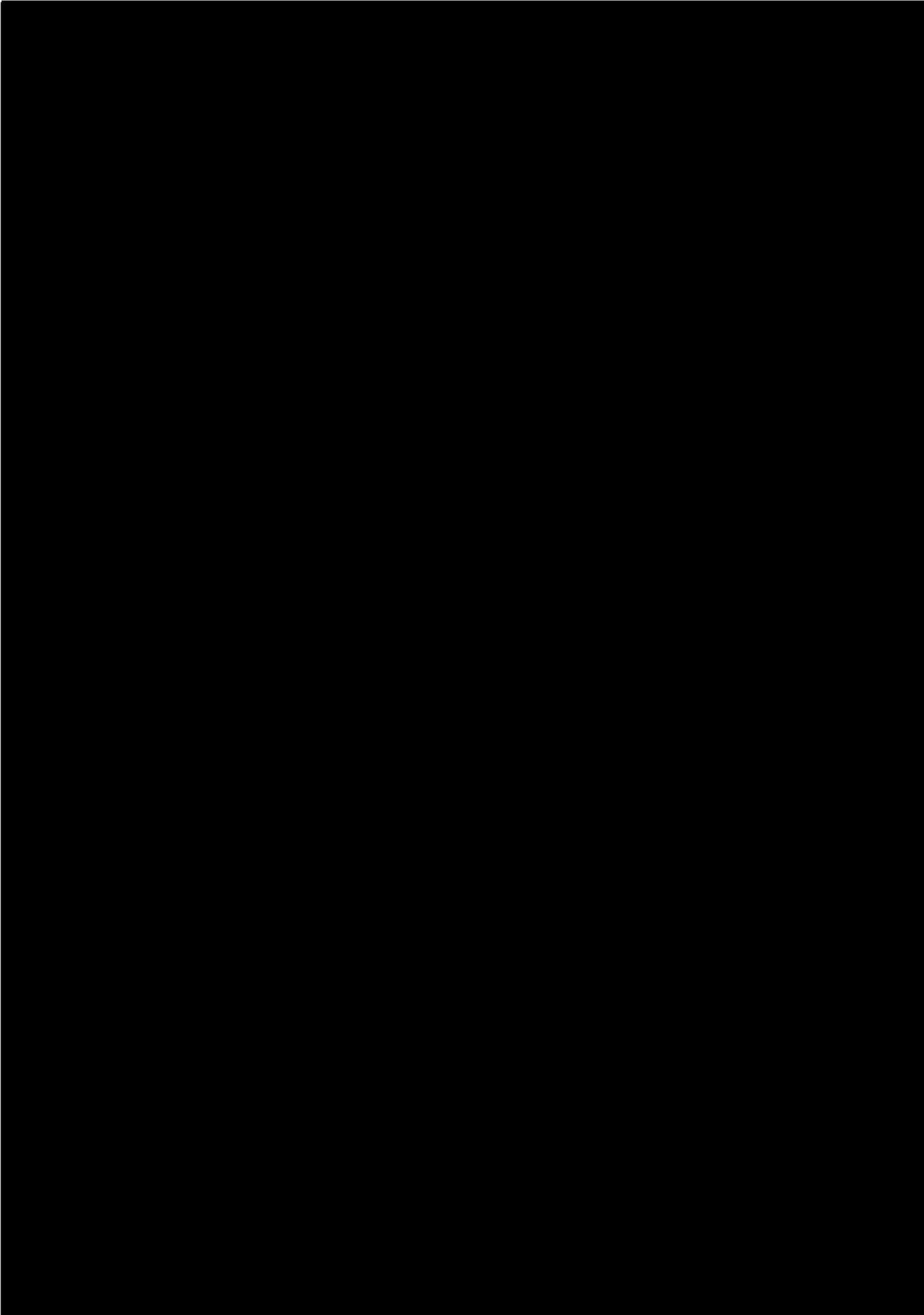












**Appendix 2**

**Service Provider's Proposal**

# Chobham Farm North

Specification Brief Response, 22 June 2018

**ADAM KHAN ARCHITECTS**

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