

## **SCHEDULE 6B - CALL-OFF CONTRACT**

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

**Sub -Lot:4 – Multi-disciplinary Support**

**Outline Agreement: 46000TBC**

**Call-Off Contract Number:** GLA 81635 / Task 09 – Provision of Consultancy Services on Maximising Solar Photovoltaics (PV) across London Legacy Development Corporation (Call-Off Contract).

**THIS CALL-OFF CONTRACT** is made the **31 day of July 2024**.

- (1) London Legacy Development Corporation (LLDC) (“**the Authority**”).
- (2) Ove Arup & Partners Limited a company registered in England and Wales (Company Registration Number 1312453) whose registered office is at 8 Fitzroy Street, London, W1T 4BJ (“**the Service Provider**”).

### **RECITALS:**

- A. The Contracting Authority (GLA) and the Service Provider entered into an agreement dated 1<sup>st</sup> 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 an alternative is agreed in writing with the Contracting 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 Contracting 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 Contracting 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 Contracting Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 4 in a timely manner. If the Contracting 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 Contracting 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 Contracting 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 Contracting Authority and the Contracting 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 Contracting Authority within 30 days of receipt of the invoice from the Service Provider.

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

- 5.1 The Contracting Authority's Call-Off Co-ordinator/s 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 they 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;

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

**SIGNED**

For and on behalf of **Ove Arup & Partners Ltd** (“ **Service Provider**”)

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

**SIGNED**

For and on behalf of **London Legacy Development Corporation** (“**Authority**”)

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

## **Attachment 1 of Schedule 6B**

### **SERVICES TO BE PROVIDED AND ASSOCIATED INFORMATION**

#### **1. Summary**

To undertake a feasibility study for the London Legacy Development Corporation (LLDC), on how it could maximise the use of Solar PV across its sites. The activities required includes:

- Undertaking an initial desk-based study to prioritise locations across the LLDC estate where additional solar PV could be installed.
- Developing a priority project list and undertake detailed development work for those sites.
- Undertaking detailed project development of the priority projects to funding-ready stage supported by (but not limited to) carbon and cost benefit analysis.
- And provide support on securing funding, planning permission and subsequently onward project delivery.

The requirements are split into three Tasks; **Task A** - Desk based location Assessment to identify potential; locations across the estate where Solar PV could be suitable. **Task B** – Project Development of locations from Task A and **Task C** - which are ad hoc services to facilitate the delivery of projects.

Full description of Service Deliverable is outlined in **Appendix 1**.

#### **2. Project Timetable**

<b>Ref.</b>	<b>Milestone</b>	<b>Indicative Date(s)</b>
<b>1</b>	Inception meeting	30 <sup>th</sup> July 2024 at 10:00
<b>2</b>	Task A draft report issued	2 <sup>nd</sup> September 2024
<b>3</b>	Workshop Task A and B	w/c 9 <sup>th</sup> September 2024
<b>4</b>	Draft Task B outputs issued and presentation	w/c 24 <sup>th</sup> February 2025
<b>5</b>	Final Task B outputs issued	w/c 17 <sup>th</sup> March 2025
<b>6</b>	Task C ad hoc project development services	January 2025 to December 2026

### **3. Call-Off Contract Duration**

Contract Commencement Date: **31 July 2024**

Term of the Call-Off Contract: Contract shall terminate **31 December 2026**. with no option to extend.

The Call-Off Contract has no option to extend, as such the contract term is for a total period of Twenty-Eight (28) months.

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

### **4. Invoices**

The Service Provider is to submit invoices on completion of each project milestone below as outlined under Project Timetable.

The Service Provider must notify the Authority if at any stage they identify that they may exceed the expected Call-Off value, or half the Call-Off value per annum.

Any payments in excess of the Call-Off value will not be made unless agreed in writing with the Authority and a variation to the Call-Off agreed.

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

All invoices must have TfL's Contract Reference Number, SAP 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:

Transport for London  
[REDACTED]

### **5. The Authority's Call-Off Co-ordinator's:**

**Contract Manager (GLA):**

Name: [REDACTED]

Role: [REDACTED]

E- mail address: [REDACTED]

Telephone: [REDACTED]

**Procurement Manager (TfL):**

Name:

E-mail address:

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

	Description	Value £
1.	Employer's (Compulsory) Liability Insurance	£5,000,000.00
2.	Public Liability Insurance	£5,000,000.00
3.	**Professional Indemnity Insurance	£1,000,000.00

\*\* Please note the professional Indemnity value was rectified at clarification stage from £5m to £1m.

The Service Provider's total liability to all parties under or in connection with this Call-Off Contract, whether in contract (including by way of indemnity), tort (including, but not limited to, negligence), 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 £1 million. Within this limit:

- a) an aggregate limit shall apply in relation to all claims and/or liabilities arising out of or in connection with:
  - i. asbestos in the amount of £250,000; and
  - ii. the combustibility of any composite panels, cladding, internal or external wall systems and/or the fire safety of a building or structure in the amount of £250,000.

**7. Other information:**

Not Used

## SERVICE PROVIDER'S PROPOSAL

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Yours sincerely,

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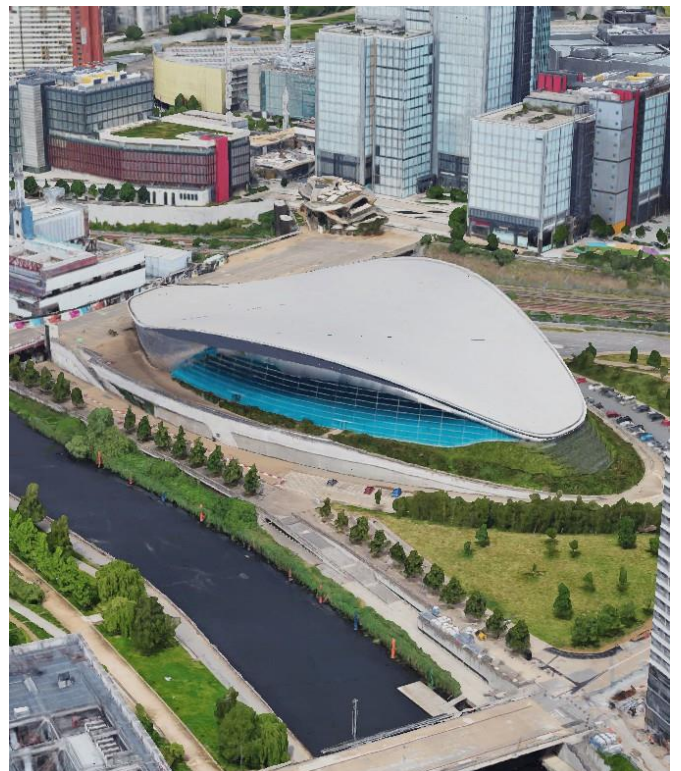
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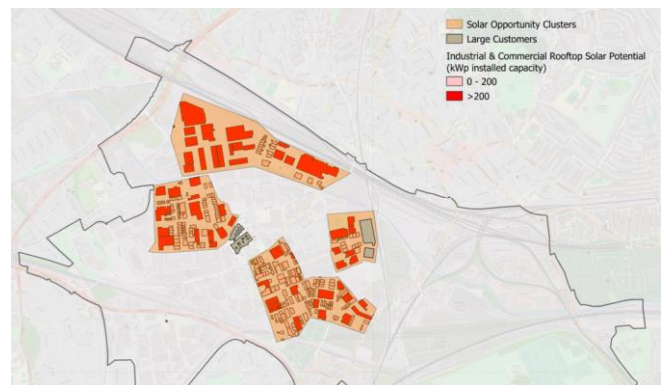
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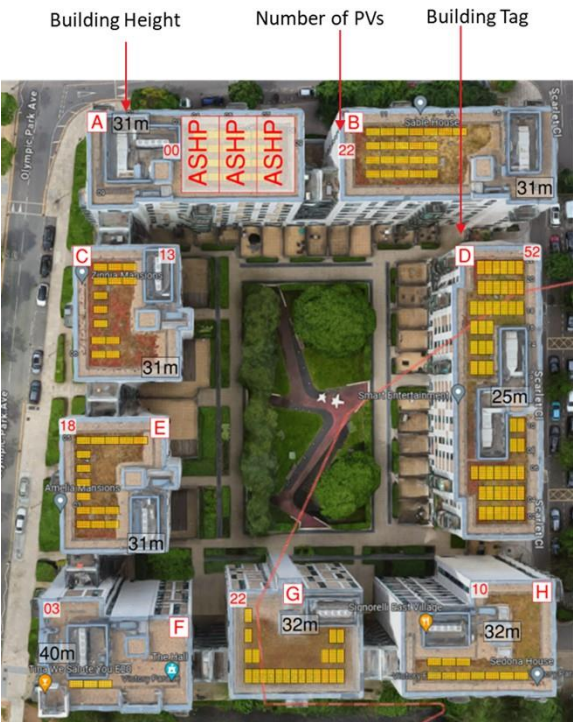
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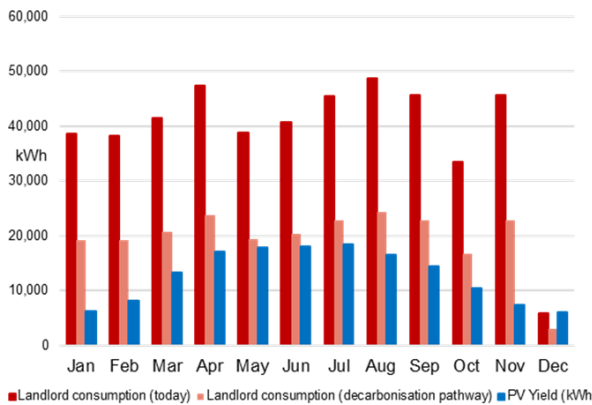
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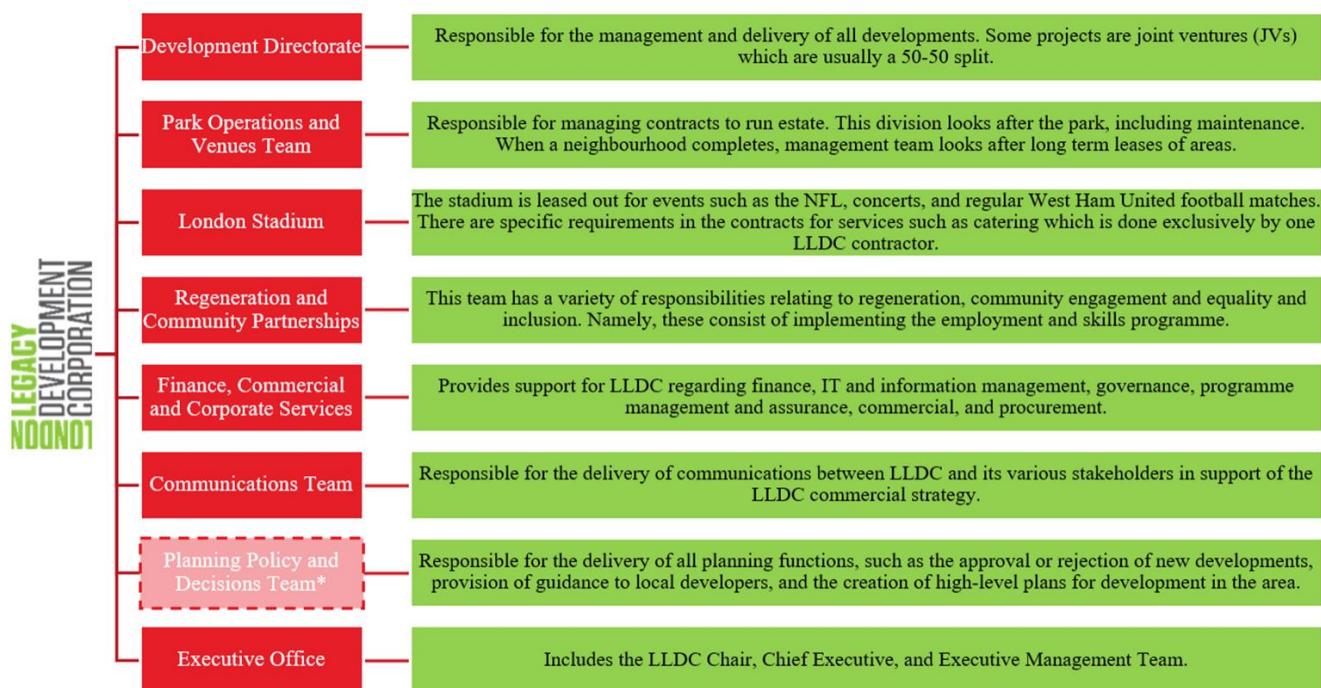
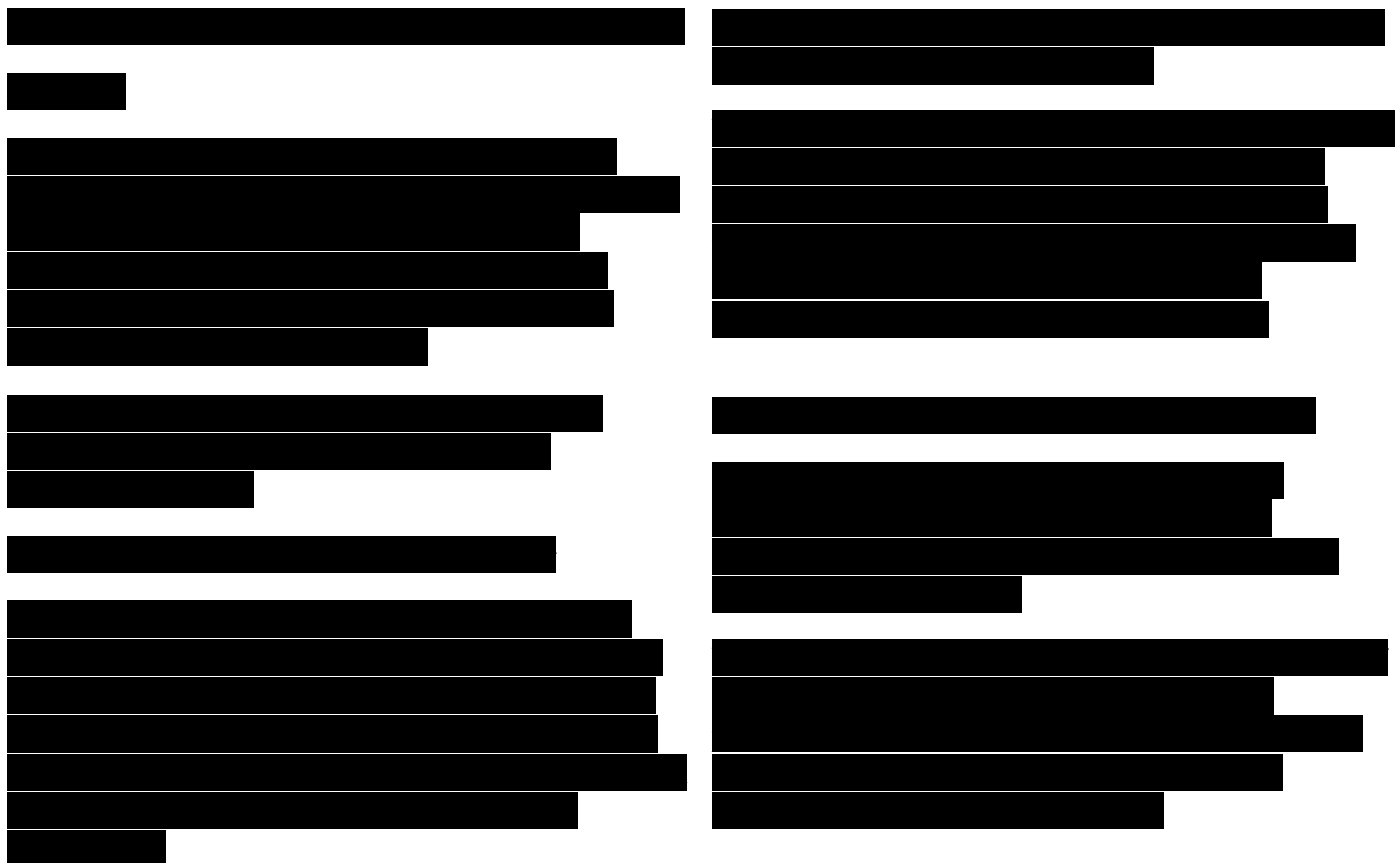
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\*The Planning Policy and Decisions Team will be dissolved following the return of planning powers to local London Boroughs in late 2024.

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Age Group	Should Take Action (%)	Should Not Take Action (%)
18-29	95	5
30-49	95	5
50-69	95	5
70+	95	5
Total	95	5

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Age Group	Percentage Vaccinated
18-24	65%
25-34	85%
35-44	90%
45-54	88%
55-64	92%
65-74	95%
75+	60%

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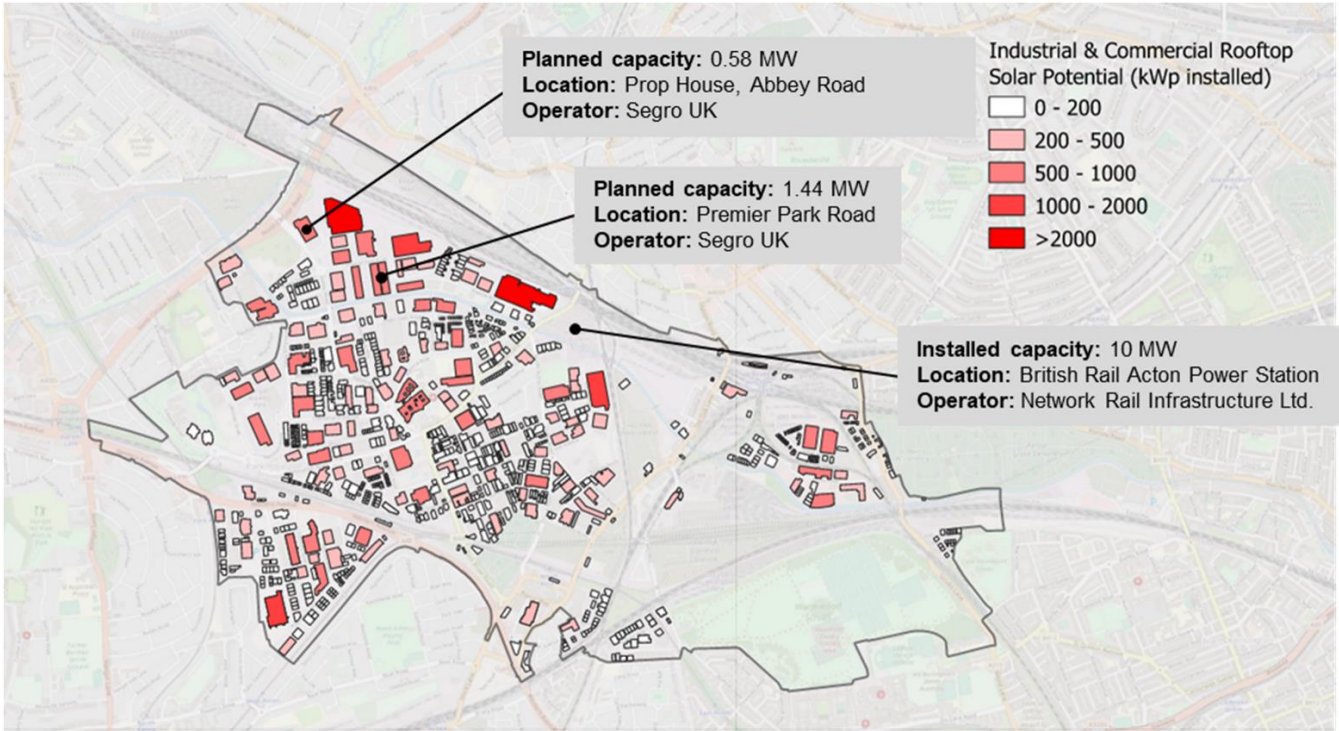
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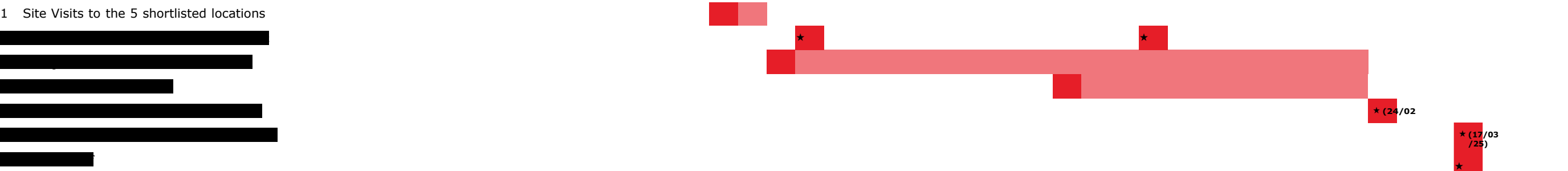
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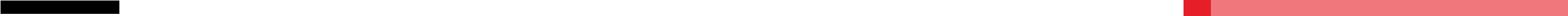
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**TABLE 1**

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## 2. Charges

The tendered total price is fixed. Please note GLA will not reimburse any additional costs for time, input, resource or other without prior written consent from GLA's contract manager.

### Pricing Task A - Desk Based Location Assessment

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### Pricing Task B- Project Development of Locations from Task A

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**Rate Card: Task C - Ad hoc Services to Facilitate Delivery of Project**

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**All pricing is based on 8 hours per day and should be inclusive of travel and subsistence charges, no other costs will be paid by LLDC.**

**Important Notice**

As per the LE Framework contract, rates are subject to a 2% annual uplift. Hence, we have shown rates for FY 24/25, FY 25/26, and FY 26/27. Also please note that the current framework agreement with the GLA is due to end on March 31st, 2026. Provision of services beyond this date assumes that the GLA contract can be varied to extend the end date to suit the needs of this project. Note - LLDC will need to seek clarification from the GLA that this is possible.

### 3. Tendering Clarification Questions and Response.

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**4. Key Service Team and Personnel**

Name: [REDACTED]  
Project Role: [REDACTED]  
Address: [REDACTED], [REDACTED]  
Email: [REDACTED]  
Phone: [REDACTED]  
Mobile: [REDACTED]

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Project Role: [REDACTED]  
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**5. Sub-Contractor details (if any or Remove)**

Ove Arup & Partners will not use subcontractors on this project.

## **Appendix 1 – Service Specification (Volume 2)**

### **Provision of a Consultancy Services on Maximising Solar Photovoltaics (PV) across LLDC Estate Project Development**



London Legacy Development Corporation Level 09, 5 Endeavour Square, E20 1JN

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# 1. Project Description

## 1.1 Project Summary

LLDC as part of its Climate Action Strategy has committed to maximising renewable energy generation across its estate (Queen Elizabeth Olympic Park and 3 Mills Studios) see Figures 1 and 2 below. To date this work has included the installation of a solar Photovoltaic membrane at the London Stadium.

The identified carbon and financial savings associated with the London Stadium's solar installation lead LLDC to consider wider application of solar PV.

LLDC proposes a project development study to develop ready-for-funding opportunities for increasing the amount of solar PV across the estate. The project is spilt into three Tasks A, B and C. Task A involves an initial desk-based assessment of potential location and prioritisation prioritised by (but not limited to) the following criteria: Carbon savings, CAPEX and revenue savings that are funding/deliver ready subject to any planning permissions. Task B involves project development of the priority project from Task A. Task C will be delivered under ad hoc services and involves further project development work through the project life cycle such as support to secure external funding, planning permissions and installation of the projects.



Figure 1: Map of QEOP estate (area within blue line) of 3 Mills Studios



Figure 2: Map

## 1.2 Project Vision & Objectives

LLDC through its Climate Action Strategy (CAS) and as a functional body to the Mayor of London is committed to net zero carbon (scopes 1 direct and 2 indirect

emissions) in 2030 and net zero carbon (scope 3 value chain emissions) in 2038 as per the [Greenhouse Gas Protocol](#) definitions. Within the CAS, a key commitment is to maximise renewable generation and the tasks proposed in this application represent a key step in delivering against that commitment.

**The objectives of the study are to:**

- Undertake an initial desk-based study to prioritise locations across the LLDC estate where additional solar PV could be installed.
- Develop a priority project list and undertake detailed development work for those sites.
- Undertake detailed project development of the priority projects to funding-ready stage supported by (but not limited to) carbon and cost benefit analysis.
- As required, support securing funding, planning permission and subsequently onward delivery of projects.

## **2. Background Information**

### **2.1 Climate Action Strategy**

In May 2024, LLDC's Board approved its Climate Action Strategy. The strategy outlines LLDC's response to the climate emergency including net zero carbon targets of 2030 for scopes 1 and 2 and 2038 for scope 3.

Under the net zero carbon objective is a commitment to maximise renewable energy across the estate and recognising the contribution it makes to delivering against LLDC's pathway and the 61% reduction in scope 1 and 2 emissions required by 2030.

The strategy commits LLDC to quarterly reporting against progress.

For further details the strategy can be found at: [LLDC Climate Action Strategy](#)

### **2.2 Site Location and Context**

Queen Elizabeth Olympic Park (Park) is situated within Stratford east London and covers the four London Boroughs of Newham, Hackney, Tower Hamlets, and Waltham Forest and 3 Mills Studios is situated in the London Borough of Newham.

The Park estate comprises sporting venues, food and beverage outlets, commercial, cultural, and academic buildings, the parklands and LLDC's new developments.

## **2.4 Planning Context**

In undertaking the study early consideration should be given to any town planning considerations and planning risks associated with installing the solar PVs. These will include, but are not necessarily limited to:

- Minimising any negative visual impact of the infrastructure on the individual locations;
- Minimising any impact on habitat that supports biodiversity;

## **2.5 Site Constraints**

The estate itself is crisscrossed by waterways, railways, roads, and underground utilities. Each potential location has its own constraints such as roof loading requirements, type roof, orientation for example that will need to be considered as part of prioritising locations.

On appointment these will be shared with the team.

## **3 Maximising Solar PV across LLDC estate project development**

### **3.1 Brief**

The project is split into three Tasks A and B initially involve undertaking an initial desk-based assessment of potential locations for solar PV, followed by a prioritisation exercise with up to 5 locations being taken forward to detailed project development. As required, the final task (Task C) to support the delivery of projects including technical input to secure external funding, planning permissions and onsite delivery.

The focus of this study is LLDC's estate area within blue line in figure 3 including: the parklands and public realm, London Stadium, London Aquatics Centre, Copper Box Arena, Riverside East, Timber Lodge and 3 Mills Studios see Figure 4 red line area. For clarity, LLDC's new neighbourhood developments, the multi-storey carpark, Here East and East Bank are outside the scope of this project the areas within the red line in figure 3.



Figure 3: QEOP Estate  
4: 3 Mills Studios



Figure

The work is to be undertaken against three tasks. The three tasks are outlined below along with key activities that the selected service provider is expected to undertake.

**Task A: Desk based location assessment.**

- Identify potential locations across the estate where solar PV could be suitable. The consultant will be expected to advise & review any opportunities, including the Aquatics Centre, Copper Box, “Wrap” surrounding the London Stadium, catering buildings/ kiosks.
- Undertake an initial assessment to refine potential locations considering but not limited to structure, fire prevention, orientation, potential generation capacity and technology, indicative CAPEX costs, ongoing maintenance costs, planning considerations, wider co-benefits.
- Develop a prioritisation matrix to identify the top up to 5 locations to go forward to Task B, with a clear rationale for why.
- Deliver a workshop with LLDC to finalise the priority projects for Task B.
- Undertake an optional site visit.

Existing structural and roof loading information will be provided. Please note that the study should not rule out roofs that have limited weight loading if suitable lightweight panel solutions are a viable option.

Information on the London Stadium roof solar project will be provided to the successful consultant, for the purposes of benchmarking other locations (e.g. to compare expected generation, capacity, maintenance and carbon savings).

**Task B: Project development of locations from Task A.**

- For each of the up to 5 locations shortlisted from Task A the following is to be undertaken:
  - Site visit to each location.
  - Assessment of the following:
    - Appropriate technology i.e., panels, membrane, film etc for the location.
    - Generation capacity potential.
    - Extent to which energy generated would be used on site or exported (and if so, indicate UK Power Network requirements)
    - Structural.
    - Fire detection.
    - CAPEX costs.
    - OPEX savings.
    - Payback period.
    - Carbon savings.
    - Maintenance requirements.
    - Other benefits.

- Produce concept design drawings for the locations including for example 1:100 roof plans and 1:100 elevations.
- Consideration of electrical interface for each location.
- Stakeholder engagement with internal LLDC colleagues and venue operators as required.
- External stakeholder engagement with UKPN and other stakeholders as required.

### **Task C: Ad hoc services to facilitate delivery of projects.**

- As required ad hoc services could include but not limited to:
  - Technical input into funding applications.
  - Technical input into planning applications.
  - Development of technical specifications for procurement.
  - Engagement with suppliers and/or contractors.
  - Reviewing any designs produced by suppliers and/or contractors.
  - Other relevant services as required.

## **4. Service Requirements**

### **4.1 Team Structure**

The appointed consultant should ensure they are able to provide the following services:

- Engineering
- Structural
- Cost
- Project management
- Sustainability

This could be provided in house or by means of subconsultant support where appropriate (i.e. cost consultancy). It is expected the lead consultant directly appoints and manages all sub-consultants. Any subcontractors required will need to be identified and approved as part of the tendering process.

Bidders are required to provide an organogram clarifying individual roles as well as CVs for key individuals.

### **4.2 Project Programme**

We are looking to appoint a single provider. The successful provider will provide Task A- C as described in this service specification. The anticipated contract term is from 30<sup>th</sup> July 2024 to 31<sup>st</sup> December 2026. This is split as follows:

- It is intended that Tasks A and B will be completed by March 2025.
- It is intended that Task C services would run January 2025 to December 2026.

Tenderers are expected to provide a programme which successfully delivers against the milestone dates and must include a contingency and risk mitigation measures for all key activities.

An indicative timescale, with key milestones, is proposed below as part of their submission bidders are expected to detail out milestones within their programme. The key milestone is Task A and B completion by w/c 17<sup>th</sup> March 2025.

<b>Ref.</b>	<b>Milestone</b>	<b>Indicative Date(s)</b>
<b>1</b>	Inception meeting	30 <sup>th</sup> July 2024 at 10:00
<b>2</b>	Task A draft report issued	2 <sup>nd</sup> September 2024
<b>3</b>	Workshop Task A and B	w/c 9 <sup>th</sup> September 2024
<b>4</b>	Draft Task B outputs issued and presentation	w/c 24 <sup>th</sup> February 2025
<b>5</b>	Final Task B outputs issued	w/c 17 <sup>th</sup> March 2025
<b>6</b>	Task C ad hoc project development services	January 2025 to December 2026

#### **4.3 Governance and Project Management**

The consultant will be required to interface with the Project Manager as the day-to-day lead on the project and first point of contact.

Regular progress meetings will be held with the core client Group. LLDC will organise wider internal stakeholder input at progress meetings as needed.

##### Meetings and workshops required for delivery of Task A and B

- Inception meeting with LLDC.
- Regular progress meetings with LLDC.
- Site visit(s).
- Review Workshop(s).
- Stakeholder engagement with LLDC internal stakeholders is expected to include London Stadium, 3 Mills Studios, venue operators- London Aquatics Centre, Copper Box Arena, Riverside East, and Timber Lodge.
- Stakeholder engagement with external stakeholders such as UKPN as required.
- Final project presentation.

Tenderers are expected to detail meetings and workshops in their programme.

## Key Performance Indicators (KPIs)

The performance and quality of the Supplier's service will be measured as per the framework Key Performance Indicators (KPIs), which will be assessed on a quarterly basis and shall apply throughout the duration of the contract term.

In addition, the following KPIs will apply for this contract:

No	Performance Criteria	Key Performance Indicator
1.	Carbon Reduction Impact: Assess the potential reduction in carbon emissions resulting from the solar PV installations and results initially included within Task B. Then included within Task C ad hoc tasks and reporting through agreed project timings.	100%
2.	Timeliness: Ensure that the Tasks are completed within the agreed-upon timeframe.	100%
3.	Quality of Documentation: Evaluate the quality and comprehensiveness of assessments and prioritisation of projects.	100%
4.	Compliance with Climate Action Strategy: Ensure that the updates align with LLDC's Climate Action Strategy commitment.	100%
5.	Prompt acknowledgement to all LLDC's enquiries within 24hrs	100%

## 4. Budget

The affordability threshold available for Tasks A and B

## 5. Appendices

- Appendix 1 – [LLDC Climate Action Strategy](#)