



# **Highways England Contract for the Provision of Rapid Electric Vehicle Charging Points**

**Volume 4**

**Service Information**

**ISSUE 3\_0**

# Highways England Contract for the Provision of Rapid Electric Vehicle Charging Points

## VOLUME 4 – SERVICE INFORMATION

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# Highways England Contract for the Provision of Rapid Electric Vehicle Charging Points

## VOLUME 4 - SERVICE INFORMATION

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## **1. INTRODUCTION**

### **1.1 Contract Overview and Objectives**

- 1.1.1 The Customer is Highways England, the government company responsible for operating, maintaining and improving the strategic road network in England (SRN). The SRN encompasses around 4,300 miles of motorways and all-purpose trunk roads, and carries approximately one-third of all traffic by mileage and two-thirds of all heavy goods traffic.
- 1.1.2 The Contract forms part of the Customer's strategy for realising its target, under the Road Investment Strategy: for the 2015/16 - 2019/20 Road Period, of ensuring that 95% of the SRN will have a charging point within 20 miles. Wherever possible, these will be rapid charging points that can charge a battery-powered electric vehicle in less than 30 minutes.
- 1.1.3 The key objective of the Contract is for gaps in existing public rapid charging point provision along the SRN to be filled by the provision of new public rapid charge points. The particular outputs from the Contract will be:
  - a. the installation of a sufficient number of new, high quality, Highways England-owned rapid charge points in proximity to the SRN to meet or exceed the 95% coverage target in the region defined in the Contract by October 2019; and
  - b. the operation and maintenance of the installed rapid charge points so that they are available for use by members of the public at all times for up to seven (7) years post installation.
- 1.1.4 Through the provision of new rapid charge points, the Contract will also support the uptake of electric vehicles and their use on the SRN, with the overall effect that carbon emissions from vehicles on the SRN will be reduced. Specifically, new charge points are intended to alleviate range anxiety (i.e., worry about being unable to reach a recharging facility) by giving electric vehicle users confidence that public charging points exist at regular intervals across the whole of the SRN.
- 1.1.5 The provision of each new public charging point is also expected to benefit the community in which it is located because it will provide an additional public charging facility for local electric vehicle users.
- 1.1.6 The Customer's aim is that "no one should be harmed when travelling or working on the SRN." This aim that "no one should be harmed" also applies to the people that will be using the rapid charge points which are to be provided under the Contract, and to the staff responsible for the delivery of the Contract.
- 1.1.7 The health, safety and wellbeing of users, workers and other parties that may be affected by the delivery of the Contract are the Customer's first imperative.

## 1.2 Scope of Work

1.2.1 The Supplier shall provide rapid charge point Goods and/or Services in relation to the lot and region stated in the Customer's Letter of Contract Award.

1.2.2 The lots and regions are identified in Table 1.

| Lot   | Region | Description                     |
|-------|--------|---------------------------------|
| Lot 1 | North  | As defined in Schedules 1 and 2 |
| Lot 2 | South  | As defined in Schedules 1 and 2 |

**Table 1 Lot Description**

1.2.3 The Supplier shall also provide the additional rapid charge point Goods and/or Services identified in Table 2 if instructed by the Customer in accordance with the Variation Procedure, such instruction(s) having been given on or before the date stated in Table 2.

| Item | Potential Additional Goods and/or Services                                                                                                                  | Maximum Scale of Additional Goods and/or Services | Customer's Instruction to be given on or before |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------|
| 1    | Delivery of additional rapid charge points in relation to the lot and region stated in the Customer's Letter of Contract Award or the other lot and region. | Up to 15 No. rapid charge points or sites.        | 31 December 2019                                |
| 2    | Delivery of rapid charge points in relation to the other lot and region owing to a Critical Service Failure by the supplier initially awarded a contract    | Up to 27 No. rapid charge points or sites.        | 31 December 2019                                |

**Table 2 Potential Additional Works**

1.2.4 The Supplier shall provide rapid charge point Goods and/or Services including all planning, design, supply, installation, testing, commissioning, operation, maintenance and decommissioning of all infrastructure, equipment, systems and other components required to achieve the functionality and levels of performance specified in the Contract.

1.2.5 The activities to be undertaken by the Supplier generally comprise:

- a. Project, design, construction and operational management, including the duties of principal designer and principal contractor, as defined in the Construction (Design and Management) Regulations 2015;
- b. stakeholder liaison;
- c. Customer reporting;
- d. the identification and selection of sites for the installation and operation of new rapid charge points;

- e. for the installation and operation of new rapid charge points at the selected sites:
    - i) planning and design;
    - ii) obtaining site leases;
    - iii) obtaining all other necessary agreements and Approvals;
    - iv) obtaining new electricity supply connections; and
    - v) supply, installation, testing and commissioning of equipment, systems and associated infrastructure;
  - f. operating and maintaining the installed rapid charge points and associated infrastructure and systems post-installation and for the remainder of each site lease term (up to 7 years), funded through the Supplier's operation of each charging point on a commercial basis and without further funding from the Customer; and
  - g. unless otherwise agreed with the Customer, decommissioning of the installed rapid charge points and associated infrastructure and systems following the period of operation, and reinstatement of each site, funded through the Supplier's operation of each charging point on a commercial basis and without further funding from the Customer.
- 1.2.6 For the Supplier's information, the key activities inherent in the scope of work and the Customer's phasing of the activities are illustrated in Schedule 3. Reliance on the completeness, accuracy and feasibility of the activities and timings indicated in Schedule 3 is entirely at the Supplier's risk.

### **1.3 Mutual Recognition**

- 1.3.1 Where there is a requirement in the Contract for compliance with any part of a British Standard or other technical specification, that requirement may be met by compliance with:
- a. a standard or code of practice of a national standards body or equivalent body of any European Economic Area (EEA) state or Turkey;
  - b. any international standard recognised for use as a standard or code of practice by any EEA state or Turkey;
  - c. a technical specification recognised for use as a standard by a public authority of any EEA state or Turkey; or
  - d. a European Technical Assessment issued in accordance with the procedure set out in regulation (EU) No. 305/2011;

provided that the relevant standard enables an equivalent level of performance and safety to be achieved to that provided for by the stated British Standard or technical specification.

## **2. GENERAL OBLIGATIONS**

### **2.1 Key Roles**

2.1.1 The Supplier shall undertake the following specific roles and duties in addition to all other roles and duties specified in the Contract:

- a. the principal designer appointed by the Customer in accordance with The Construction (Design and Management) Regulations 2015 and section 2.3 of this document;
- b. the principal contractor appointed by the Customer in accordance with The Construction (Design and Management) Regulations 2015 and section 2.3 of this document; and
- c. the operator as defined in The Automated and Vehicles Act 2018 and any regulations made under the Act.

### **2.2 Key Personnel**

2.2.1 The Supplier shall provide the following Key Personnel for the entire Contract Period:

- a. a project director, who shall:
  - i) be a director within the Supplier's organisation;
  - ii) be accountable within the Supplier's organisation for the delivery of the Supplier's obligations under the Contract;
  - iii) sponsor resolution of issues raised by the Customer or the Supplier's project manager;
  - iv) where required by the Customer, participate in the Customer's Project Committee in the role of 'Senior Supplier;'
- b. a project manager, who shall:
  - i) be a project manager who is skilled, knowledgeable and experienced in the provision of the Goods and/or Services required as part of the Contract;
  - ii) be responsible within the Supplier's organisation for the delivery of the Supplier's obligations and the management of the Supplier's risks under the Contract;
  - iii) be the Customer's key point of contact within the Supplier's organisation; and
  - iv) be aware of and able to report the current status of all activities within the Supplier's Implementation Plan to the Customer at all times;
- c. a design manager, who shall:
  - i) co-ordinate the Supplier's undertaking of the role and duties of principal designer;
- d. a construction manager, who shall:



- i) co-ordinate the Supplier's undertaking of the role and duties of principal contractor;
- e. an operations manager, who shall:
  - i) be responsible for the day-to-day operation and maintenance of the installed charge points; and
- f. other personnel, as nominated by the Supplier, who are necessary to assure:
  - i) delivery of the Supplier's obligations under the Contract;
  - ii) the health, safety and wellbeing of all persons affected by the activities described in the Contract;
  - iii) the quality of Goods and/or Services; and
  - iv) resilience and succession planning within the Supplier's delivery team.

## **2.3 Construction (Design and Management) Regulations 2015**

- 2.3.1 The Customer is the sole client for the purposes of the Construction (Design and Management) Regulations 2015. The Customer's arrangements for the management of the Contract during the Contract Period, including health, safety and welfare, are summarised in Schedule 4.
- 2.3.2 The Customer will appoint the Supplier as principal designer and principal contractor for the Contract in the Customer's Letter of Contract Award. The Supplier shall accept and acknowledge the Customer's appointments of the Supplier as principal designer and principle contractor in writing within two weeks of receipt of the Customer's Letter of Contract Award.
- 2.3.3 In undertaking the roles and duties of principal designer and principal contractor, the Supplier shall consider the Health and Safety Executive's "Managing health and safety in construction, Construction (Design and Management) Regulations 2015, Guidance on Regulations, L153, Published 2015" as Good Industry Practice, unless agreed otherwise with the Customer.

## **2.4 Implementation Plan**

- 2.4.1 The Supplier is to prepare an initial Implementation Plan at the time of tendering. The initial Implementation Plan prepared by the Supplier shall set out:
  - a. Milestones and Milestone Dates which reflect the stage gate reviews at the end of each of the Contract delivery phases, which are summarised in sub-clauses i) to v) inclusive, illustrated in Schedule 3 and described in section 3:
    - i) site identification;
    - ii) site delivery planning;
    - iii) site delivery;
    - iv) site operations and maintenance; and
    - v) contract close-out.

- b. The key activities that the Supplier will undertake and the outputs that the Supplier will produce during each of the aforementioned Contract delivery phases, including the particular activities and outputs identified in section 3.
- 2.4.2 The Supplier shall update the initial Implementation Plan to include the Supplier's activities and outputs with respect to each site selected for the installation and operation of new rapid charge points when further information becomes available and in advance of:
  - a. stage gate review meetings with the Customer, as described in section 2.6; and
  - b. progress meetings with the Customer, as described in section 2.7;
- 2.4.3 Updated Implementation Plans shall be submitted for Approval in accordance with section 2.11.
- 2.4.4 The Implementation Plan shall be presented in the form of a bar chart produced as a result of a 'critical path analysis' and must abide by all the constraints identified in the Contract. Each activity and output identified in the Implementation Plan shall be given a short title and shall be uniquely numbered; and detailed with its start date, finish date, and duration.
- 2.4.5 In planning and scheduling the Supplier's activities and outputs, the Supplier shall seek to minimise the overall duration of the works in so far as is practicable.

## **2.5 Health, Safety, Environmental and Quality (HSEQ) Management**

- 2.5.1 The Supplier shall prepare and implement a Contract-specific health, safety, environmental and quality (HSEQ) plan which shall detail the Supplier's arrangements for the management of health, safety, the environment and quality during the Contract Period.
- 2.5.2 The Supplier's HSEQ plan shall be prepared and updated for each of the Contract delivery phases identified in section 3.
- 2.5.3 The initial HSEQ plan shall be submitted to the Customer within four weeks of the Commencement Date for the Customer to review the plan in the context of the Contract requirements and to provide comments which the Supplier shall address in a final version of the initial plan.
- 2.5.4 Subsequent updates to the HSEQ plan shall be submitted to the Customer as part of the stage gate review which precedes the next Contract delivery phase for the Customer to review the plan in the context of the Contract requirements and to provide comments which the Supplier shall address in a final version of each updated plan.
- 2.5.5 The Supplier's Contract-specific HSEQ plan shall incorporate the methodologies and commitments identified by the Supplier during tendering and the following items:
  - a. The Supplier's organisational arrangements for the Contract including:
    - i) a definition of the Contract and its documentation;
    - ii) the lines of command and communication links between parties involved in the Contract;
    - iii) the names, contact details, roles, responsibilities and authority of the Key Personnel;
    - iv) identification of the Supplier's own staff responsible for overseeing each activity and output;

- v) identification of the Supplier's sub-contractors including their roles in carrying out the Contract and contact details;
- b. The Supplier's arrangements for managing:
  - i) HSEQ hazards and risks
  - ii) health, safety and environmental incidents;
  - iii) design work;
  - iv) construction work;
  - v) charge point operation;
  - vi) liaison and meetings with third parties;
  - vii) sub-contractors;
  - viii) waste;
  - ix) the preparation, review and adjustment of the Implementation Plan to reflect changing circumstances and the recording of completed activities and outputs; and
  - x) HSEQ audits and reviews; and
  - xi) continuous improvement (the Supplier's Continuous Improvement Plan).
- c. The Supplier's HSEQ control procedures for the Goods and/or Services, including.
  - i) the organisation for HSEQ control;
  - ii) configuration management including document control; and hardware and software version control;
  - iii) control and approval of purchases of equipment and materials that will form part of the Goods and/or Services;
  - iv) the procedures for the regular review and recording of the quality of the Goods and/or Services;
  - v) the procedure for the review and reporting of the quality of Goods and/or Services submitted for review but not accepted as conforming to the Contract;
  - vi) the procedure for implementing and reporting corrective and preventative actions; and
  - vii) the procedure for handling complaints by the Customer or a third party.

## **2.6 Stage Gate Reviews**

- 2.6.1 Stage gate reviews are to be used by the Customer to determine whether sites selected for the installation and operation of new rapid charge points are to be taken forward to the next Contract delivery phase.

- 2.6.2 The Supplier shall co-ordinate, attend and provide information to support stage gate reviews in accordance with the requirements of section 3 and Schedule 5.

## **2.7 Progress Reporting**

- 2.7.1 The Supplier shall attend and actively contribute to the following meetings:

- a. A Contract start-up meeting within two weeks of Contract award.
- b. Formal Monthly progress meetings during the Contract delivery phases up to the completion of the site delivery Contract delivery phase.
- c. Formal four-Monthly progress meetings during Contract delivery phases following the site delivery Contract delivery phase.

- 2.7.2 Not used.

- 2.7.3 Start-up and progress meetings shall follow the agenda and protocols set-out in Schedule 6. Matters arising and actions agreed during progress meetings will be recorded by the Customer in meeting notes that will be issued to all meeting attendees within one week of the meeting.

## **2.8 Health and Safety Incident Reporting**

- 2.8.1 The Supplier shall comply with the requirements of the Customer's Interim Advice Note 128/15/B, Highways England Supply Chain Health and Safety Incident Reporting ("IAN 128"), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128, a two-week time period applies unless agreed otherwise by the Customer.

- 2.8.2 If any incident occurs that the Supplier considers is not within the remit of IAN 128 then the Supplier shall:

- a. notify the Customer of the incident; and
- b. report the incident as if the incident was in the remit of IAN 128 if required by the Customer.

- 2.8.3 Any document that would otherwise fall to be disclosed by the Supplier to the Customer may be withheld by the Supplier provided the Supplier's legal advisor confirms to the Customer that the document is:

- a. a confidential communication between the Supplier and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normally expect to be given legal privilege in the normal course of its business with the Supplier; or
- b. a confidential communication between the Supplier or its legal advisors and a third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).

- 2.8.4 The requirements of this section 2.8 shall apply to all incidents during the Contract Period, irrespective of whether they involve the Supplier's personnel or personnel employed by the Supplier's supply chain.

## 2.9 Financial Reporting and Invoicing

- 2.9.1 The Supplier shall prepare and submit Contractor's Monthly Reports (CMRs) and draft and final invoices to the Customer for Approval in accordance with the requirements of Schedule 7.

## 2.10 Collaborative Performance Reporting

- 2.10.1 The Customer uses the Collaborative Performance Framework (CPF) and the Commercial Reporting and Monitoring System (CRaMS) to monitor the performance of its suppliers.
- 2.10.2 The Supplier shall prepare and submit CPF and CRaMS reports to the Customer for Approval every three Months during the Contract Period in accordance with the requirements of Schedule 8.

## 2.11 Notices and Communications

- 2.11.1 All notices, communications and submissions for Approval which are issued in accordance with the Contract shall be explicitly identified as a Contract notice or communication, and shall be given a unique sequential identification number.
- 2.11.2 The Supplier shall issue all notices, communications and submissions for Approval to the Customer Representative.
- 2.11.3 The Customer Representative for the purposes of sending notices and communications to the Supplier, and receiving notices or communications from the Supplier is identified in Table 3:

|                                                     |                                                                                                            |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Customer Representative</b>                      | Mr Mark Collins                                                                                            |
| <b>Postal Address for Notices and Communication</b> | Highways England Company Limited<br>Temple Quay House<br>2 The Square<br>Temple Quay<br>Bristol<br>BS1 6HA |
| <b>Email Address for Notices and Communications</b> | EDF_Carbon@highwaysengland.co.uk                                                                           |

**Table 3 Customer Representative**

- 2.11.4 The Customer Representative may delegate responsibility for the sending and receiving of notices at any time during the Contract Period by giving the Supplier written notice of:
- the Customer Representative's nominated delegate; and
  - the extent to which the Customer Representative is delegating the responsibilities of the Customer Representative.

## 2.12 Publicity

- 2.12.1 Except as permitted by Contract, the Supplier shall not without the written consent of the Customer:

- a. publish any article, advertisement or photographs in connection with the Contract;  
or
- b. give any information concerning the Contract for publication in the press or on  
radio, television or screen, or elsewhere.

### **3. SPECIFIC OBLIGATIONS**

#### **3.1 Site Identification**

- 3.1.1 For each gap in rapid charge point provision in the Contract region, which is identified in Schedules 1 and 2, the Supplier shall:
- a. identify all potential sites for the installation and operation of new rapid charge points which meet the minimum requirements identified in Schedule 9;
  - b. assess the potential sites against the desirable criteria identified in Schedule 9 to establish a shortlist of preferred sites;
  - c. establish the feasibility of installing and operating a new rapid charge point in accordance with the requirements of the Contract at each of the preferred sites, including engagement with land owners, site operators, planning authorities, electricity network operators and any other relevant parties;
  - d. prepare an options report setting out the outcomes of the assessment of potential sites, preferred sites and the feasibility studies, and providing a costed recommendation and a site delivery risk assessment for the site(s) to be taken forward to the delivery stages; and
  - e. participate in the Customer's stage gate review of the options report and the recommended site(s) for delivery in accordance with Schedule 5.

#### **3.2 Site Delivery Planning**

- 3.2.1 For each site which is Approved for the installation and operation of a new rapid charge point by the Customer at the preceding stage gate review, the Supplier shall:
- a. secure a licence for access to the site for the purposes of completing the detailed design for the site and construction planning;
  - b. complete the detailed design for the site in accordance with the requirements of Schedule 10 and Schedule 11;
  - c. obtain a suitable lease of the site for the installation, operation, maintenance and decommissioning of a rapid charge point and the associated infrastructure in accordance with Schedule 12;
  - d. secure firm costs for the installation of a new electricity supply connection;
  - e. where appropriate, secure planning permission for the installation of the rapid charging point and the associated infrastructure;
  - f. prepare a design report which sets out the scope of construction works to be undertaken, and includes pre-construction information, a construction phase plan, an updated construction cost schedule and an updated site delivery risk assessment;
  - g. commence preparation of the health and safety file for the site in accordance with Schedule 13; and

- h. participate in the Customer's stage gate review of the design report in accordance with Schedule 5 to confirm the continued viability of the site and the completion of all legal processes and design activities ahead of site delivery.

### **3.3 Site Delivery**

3.3.1 For each site which is Approved for delivery of a new rapid charge point by the Customer at the preceding stage gate review and subject to completion of the lease and underlease in accordance with Schedule 12, the Supplier shall:

- a. complete the supply, installation, testing and commissioning of the new charge point and associated infrastructure in accordance with the Approved design and construction phase plan;
- b. complete the health and safety file for the site in accordance with Schedule 13;
- c. complete a Maintenance Plan for the site in accordance with Schedule 14;
- d. participate in the Customer's stage gate review of the installed site and health and safety file in accordance with Schedule 5 to confirm that all the Customer's operational and technical requirements have been met for site operation.

### **3.4 Site Operations and Maintenance**

3.4.1 The Supplier's access to and use of the sites shall be governed by the conditions of the relevant lease and underlease.

3.4.2 For each site which is Approved for operation of the new rapid charge point by the Customer at the preceding stage gate review and subject to completion of the lease and underlease in accordance with Schedule 12, the Supplier shall:

- a. operate and maintain the charge point and associated infrastructure for the remainder of the site lease term (up to 7 years) in accordance with the conditions of the lease and underlease, and the requirements of Schedule 14;
- b. prepare a site decommissioning and reinstatement plan in accordance with Schedule 15 for submission to the Customer twelve Months before the end of the operational period identified in clause 3.4.2a; and
- c. participate in the Customer's stage gate review of the site decommissioning and reinstatement plan in accordance with Schedule 5 to confirm the Customer's requirements for site decommissioning and reinstatement;

all of which shall be funded through the Supplier's operation of the charge point on a commercial basis and without further funding from the Customer.

### **3.5 Contract Close-Out**

3.5.1 For each site which is Approved for decommissioning and reinstatement by the Customer at the preceding stage gate review, the Supplier shall decommission and reinstate the site in accordance with the Approved site decommissioning and reinstatement plan.

3.5.2 Such decommissioning and reinstatement of the site shall take place before the end of the operational period identified in clause 3.4.2a.



- 3.5.3 Decommissioning and reinstatement of the site shall be funded through the Customer's prior funding of the site delivery Contract delivery phase and the Supplier's prior operation of the charge point on a commercial basis, and without further funding from the Customer.

## **4. PRICING AND VARIATIONS**

### **4.1 Items Included within the Tendered Price**

4.1.1 The Supplier provides all inclusive rates and prices for each stage of delivery of the required rapid charge points and associated infrastructure in Part A of Volume 5 – Pricing Document. Section 2.1.1 of Volume 5 – Pricing Document contains details of the item coverage.

4.1.2 In addition to the all-inclusive prices for delivery, the Supplier provides a percentage fee in Part B of Volume 5 – Pricing Document which is to be applied to:

- a. variations, where a rate or price for an activity or item does not already exist in Part A; and
- b. variable cost items;

which will be remunerated on a cost reimbursable plus fee basis.

4.1.3 The variable cost items identified in section 4.1.2b are:

- a. the costs of new electricity supply connections to the Supplier's feeder pillar; and
- b. legal fees incurred by landlords when agreeing site leases and underleases with the Customer and the Supplier in accordance with section 3.2 and Schedule 12;

each of which excludes the Supplier's costs for project management, procurement and supervision which are included in the prices in Part A of Volume 5 – Pricing Document.

4.1.4 Contract Charges associated with the items identified in sections 4.1.2a and 4.1.2b shall be priced in accordance with the Variation Procedure.

### **4.2 Variation Procedure**

#### **Notification**

4.2.1 For a variation that arises from an instruction of the Customer such as a change in the requirements of Volume 4 - Service Information, the Customer will notify the Supplier of the variation and will instruct the Supplier to provide a quotation.

4.2.2 For all other variations, the Supplier shall notify the Customer, usually as a part of developing the construction cost schedule for each site.

4.2.3 In meeting the requirements of section 3.2 and as a part of developing the construction cost schedule, the Supplier shall obtain third party quotations related to variable cost items identified in section 4.1.3 and shall apply the Supplier's fee percentage to these quotations. In addition to these identified elements, the Supplier shall also notify the Customer of any other elements the Supplier considers to be additional to the all-inclusive elements defined in section 4.1.1 and shall gain the Customer's Approval to provide quotations for these elements.

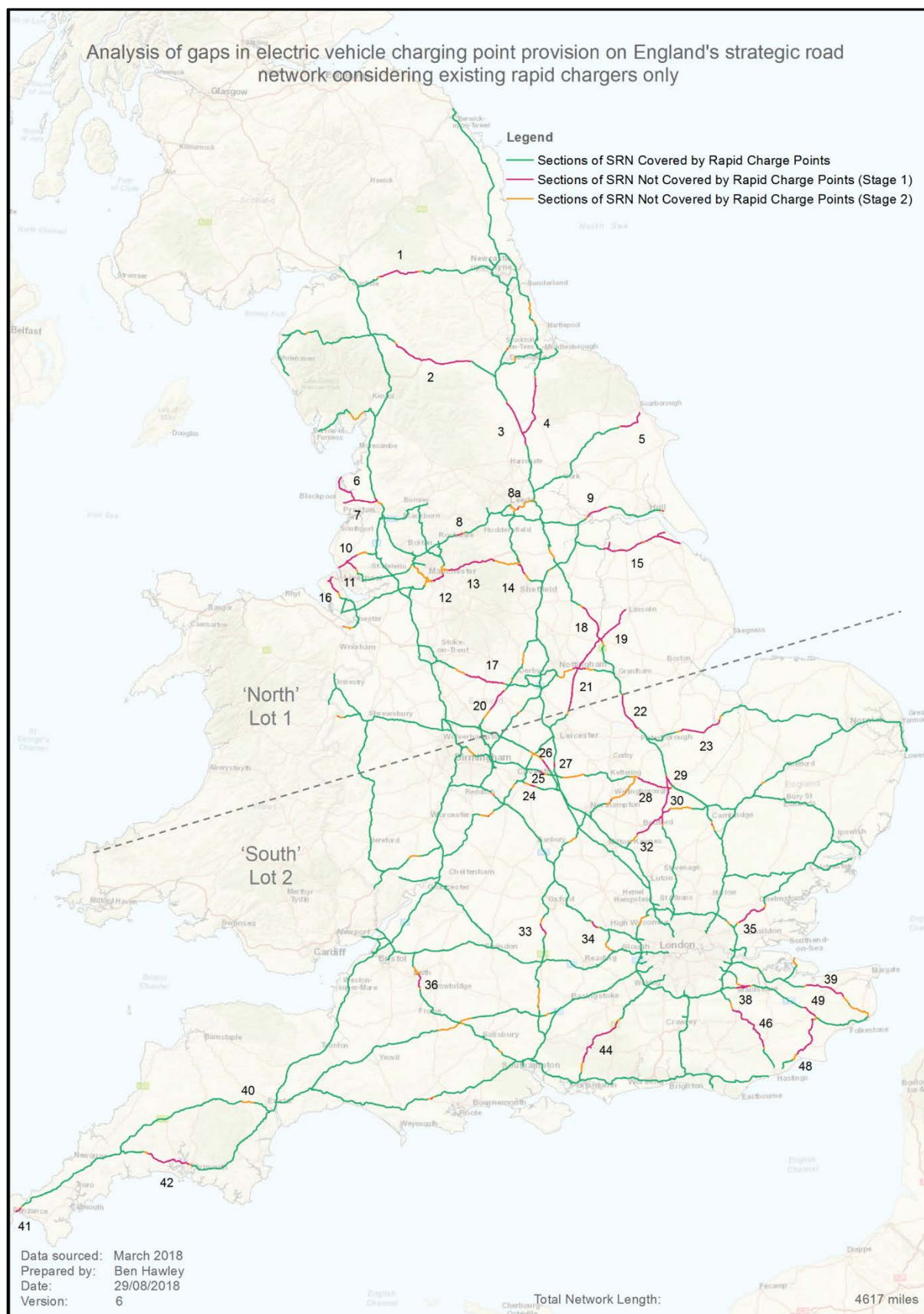
4.2.4 On receipt of a notification from the Customer and an instruction to provide a quotation, the Supplier shall provide that quotation within 3 weeks, a period that can be extended by written agreement from the Customer.

- 4.2.5 On receipt of a notification from the Supplier, the Customer may decline to instruct the variation where:
- a. the event is the Supplier's fault (in which case the Supplier shall correct the problem to the reasonable satisfaction of the Customer at the Supplier's sole cost);
  - b. in the reasonable opinion of the Customer the variation has not occurred or is not going to occur; or
  - c. the variation is not required by the Customer.
- 4.2.6 In all other cases, the Customer may instruct the Supplier to provide a quotation for the cost of the additional activity or item.
- 4.2.7 When instructing the Supplier to provide a quotation, the Customer may, after discussion with the Supplier, instruct him to provide other quotations for alternative methods of dealing with the event.
- 4.2.8 If any element of the quotation for a variation is unclear, the Customer will state the assumptions on which the Supplier shall base the quotation. If those assumptions are later deemed incorrect then a further variation will be agreed.

#### **Quotation**

- 4.2.9 When providing a quotation to the Customer, the Supplier shall include details of its assessment including transparency of third party costs; the build-up of the Supplier's direct costs (if any) in terms of people, plant and materials, equipment, and overheads; and the associated fee.
- 4.2.10 On receipt of a quotation, the Customer will respond within 2 weeks (or an agreed and notified extended period). This response will be one of the following three permitted responses:
- a. An acceptance of the quotation.
  - b. A confirmation that the proposed variation will not be instructed.
  - c. A notification that the quotation has not been prepared properly (with reasons) and an instruction to resubmit the quotation.
- 4.2.11 An accepted quotation for a variation shall be included as a distinct element of the construction cost schedule presented to the Customer.

## SCHEDULE 1 MAP OF LOTS

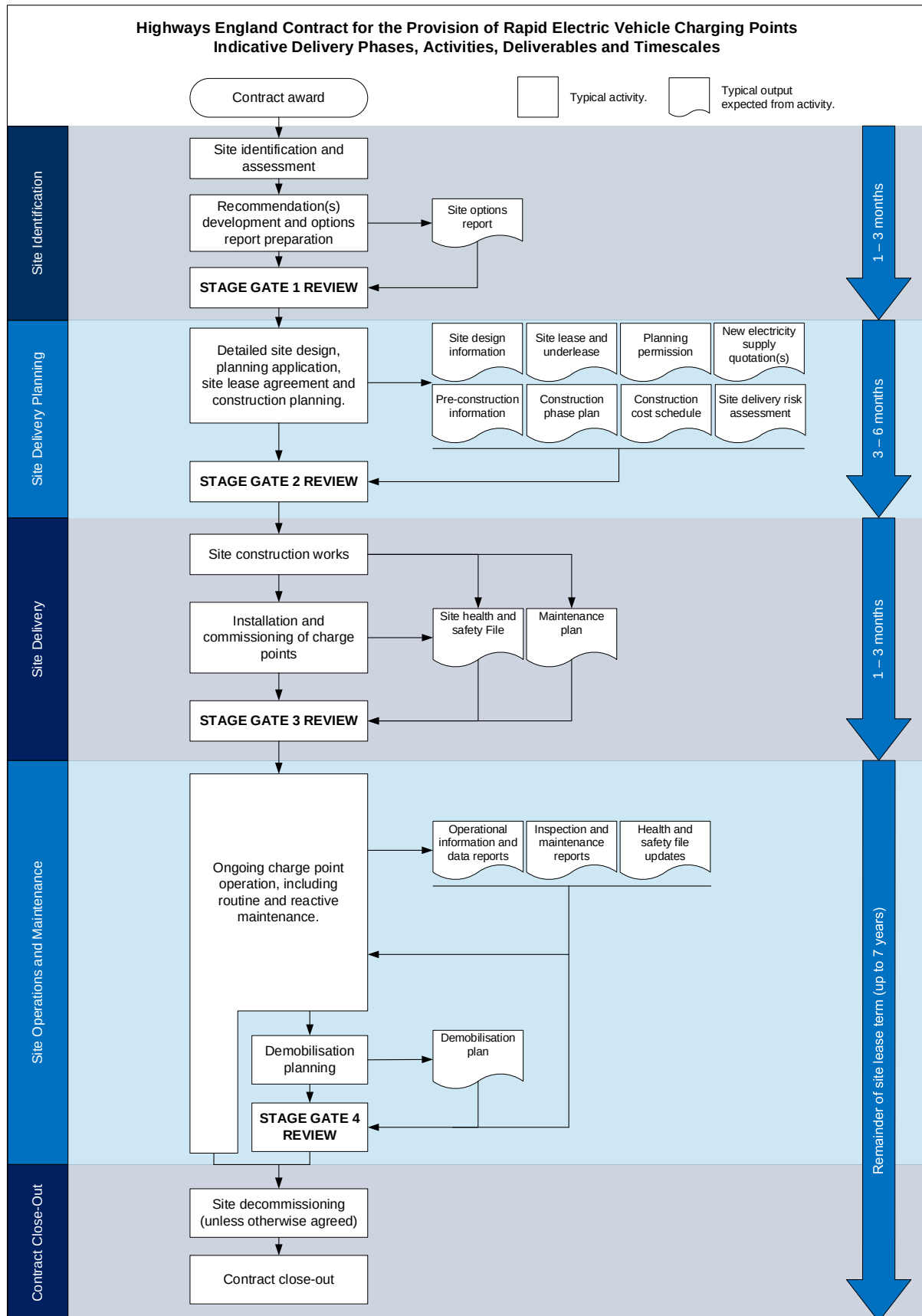


## SCHEDULE 2 GAPS IN RAPID CHARGING PROVISION BY LOT

S2.1.1 This Schedule should be read in conjunction with Schedule 1 and Schedule 9.

| Gaps to be Filled |        |           |                                            | Stage 1           |           |                 |           |                               | Stage 2           |           |                 |           |                               | Total Gap Length of<br>Stage 1 & 2 (Miles) |
|-------------------|--------|-----------|--------------------------------------------|-------------------|-----------|-----------------|-----------|-------------------------------|-------------------|-----------|-----------------|-----------|-------------------------------|--------------------------------------------|
| LOT #             | Number | Road      | Recommended No of<br>Charge Points to Fill | Start Coordinates |           | End Coordinates |           | Stage 1 Gap<br>Length (Miles) | Start Coordinates |           | End Coordinates |           | Stage 2 Gap<br>Length (Miles) |                                            |
|                   |        |           |                                            | Latitude          | Longitude | Latitude        | Longitude |                               | Latitude          | Longitude | Latitude        | Longitude |                               |                                            |
| 1                 | 1      | A69       | 1                                          | 54.950294         | -2.676747 | 54.976694       | -2.354254 | 13.9                          | 54.933496         | -2.722018 | 54.977663       | -2.307733 | 4.1                           | 18                                         |
| 1                 | 2      | A66       | 2                                          | 54.603248         | -2.538577 | 54.518417       | -1.875594 | 29.3                          | 54.611718         | -2.545606 | 54.517922       | -1.873404 | 0.7                           | 30                                         |
| 1                 | 3      | A1 (M)    | 1                                          | 54.087778         | -1.401301 | 54.311913       | -1.571023 | 18.2                          | 54.318254         | -1.573543 | 54.081953       | -1.397438 | 0                             | 18.2                                       |
| 1                 | 4      | A168/A19  | 2                                          | 54.15101          | -1.433512 | 54.44033        | -1.322176 | 22.2                          | 54.15101          | -1.433512 | 54.439881       | -1.323957 | 0                             | 22.2                                       |
| 1                 | 5      | A64       | 1                                          | 54.179268         | -0.590496 | 54.280346       | -0.405172 | 13.1                          | 54.16944          | -0.62112  | 54.280346       | -0.405172 | 1.4                           | 14.5                                       |
| 1                 | 6      | A585      | 1                                          | 53.807181         | -2.889902 | 53.920807       | -3.013153 | 11.6                          |                   |           |                 |           |                               | 11.6                                       |
| 1                 | 7      | M55       | 1                                          | 53.793642         | -2.99168  | 53.80683        | -2.700797 | 13.2                          |                   |           |                 |           |                               | 13.2                                       |
| 1                 | 8      | M62       | 1                                          | 53.629005         | -2.025731 | 53.643397       | -1.947246 | 3.4                           | 53.629393         | -2.026276 | 53.647509       | -1.933127 | 0.6                           | 4                                          |
| 1                 | 8a     | M1        | 1                                          | 53.763942         | -1.486443 | 53.776268       | -1.470531 | 1.1                           | 53.756254         | -1.514243 | 53.809866       | -1.341189 | 8                             | 9.1                                        |
| 1                 | 9      | M62       | 1                                          | 53.727139         | -0.875832 | 53.766361       | -0.713938 | 7.3                           | 53.707971         | -0.905191 | 53.770207       | -0.696701 | 2.6                           | 9.9                                        |
| 1                 | 10     | M58       | 1                                          | 53.464676         | -3.016101 | 53.535383       | -2.839945 | 9.1                           | 53.464676         | -3.016101 | 53.537704       | -2.776079 | 2.8                           | 11.9                                       |
| 1                 | 11     | M57       | 1                                          | 53.492469         | -2.94974  | 53.456162       | -2.870223 | 4.6                           | 53.492469         | -2.94974  | 53.435815       | -2.854762 | 1.2                           | 5.8                                        |
| 1                 | 12     | M60       | 1                                          | 53.400558         | -2.216623 | 53.431672       | -2.127283 | 4.7                           | 53.471428         | -2.371001 | 53.480349       | -2.11701  | 12.9                          | 17.6                                       |
| 1                 | 13     | M67       | 1                                          | 53.452718         | -2.076662 | 53.505848       | -1.69769  | 17.6                          | 53.456844         | -2.134265 | 53.478425       | -1.467438 | 12.7                          | 30.3                                       |
| 1                 | 14     | M1        | 1                                          | 53.47900          | -1.462776 | 53.433644       | -1.425676 | 3.6                           | 53.494099         | -1.472475 | 53.401066       | -1.380982 | 4                             | 7.6                                        |
| 1                 | 15     | M180/A180 | 2                                          | 53.557028         | -0.74603  | 53.5746         | -0.081233 | 29.4                          |                   |           |                 |           |                               | 29.4                                       |
| 1                 | 16     | M53       | 1                                          | 53.413867         | -3.058361 | 53.336396       | -3.019051 | 7.4                           | 53.413867         | -3.058361 | 53.312632       | -3.006579 | 1.8                           | 9.2                                        |
| 1                 | 17     | A50       | 1                                          | 52.919578         | -1.919938 | 52.877247       | -1.620707 | 13.4                          | 52.95613          | -2.041864 | 52.873576       | -1.6023   | 6.5                           | 19.9                                       |
| 1                 | 18     | A1        | 1                                          | 53.254075         | -0.919542 | 53.094768       | -0.787507 | 13.3                          | 53.26931          | -0.952352 | 53.058476       | -0.766182 | 4.5                           | 17.8                                       |
| 1                 | 19     | A46       | 3                                          | 53.24323          | -0.573343 | 52.738658       | -1.067152 | 43.5                          | 52.711584         | -1.084988 | 53.24323        | -0.573343 | 2                             | 45.5                                       |
| 1                 | 20     | A38       | 1                                          | 52.84888          | -1.590334 | 52.730114       | -1.741659 | 10.6                          | 52.695081         | -1.786185 | 52.853324       | -1.584552 | 3.5                           | 14.1                                       |
| 1                 | 21     | A52       | 1                                          | 52.94872          | -1.024469 | 52.945458       | -0.908847 | 5.1                           | 52.913842         | -1.159708 | 52.945669       | -0.912308 | 10.1                          | 15.2                                       |
| 2                 | 22     | A1        | 1                                          | 52.803586         | -0.61116  | 52.640052       | -0.495352 | 12.9                          | 52.815363         | -0.621626 | 52.633371       | -0.475502 | 1.9                           | 14.8                                       |
| 2                 | 23     | A47       | 1                                          | 52.62440          | -0.115212 | 52.670958       | 0.199307  | 15.5                          | 52.614489         | -0.161451 | 52.698047       | 0.228889  | 4.5                           | 20                                         |
| 2                 | 24     | A45       | 1                                          | 52.359319         | -1.405759 | 52.342717       | -1.329962 | 3.4                           | 52.369427         | -1.444153 | 52.340659       | -1.322273 | 2.2                           | 5.6                                        |
| 2                 | 25     | M6        | 1                                          | 52.42951          | -1.32529  | 52.413041       | -1.276474 | 2.4                           | 52.42951          | -1.32529  | 52.407361       | -1.236248 | 1.7                           | 4.1                                        |
| 2                 | 26     | A5        | 1                                          | 52.48010          | -1.287497 | 52.428283       | -1.230396 | 4.3                           | 52.523451         | -1.38327  | 52.424669       | -1.227171 | 5.5                           | 9.8                                        |
| 2                 | 27     | M1        | 1                                          | 52.455027         | -1.192105 | 52.501868       | -1.189074 | 3.3                           | 52.442124         | -1.193315 | 52.485281       | -1.192078 | 0                             | 3.3                                        |
| 2                 | 28     | A14       | 1                                          | 52.389686         | -0.505753 | 52.330652       | -0.222758 | 13                            | 52.392666         | -0.579005 | 52.340003       | -0.20994  | 4.1                           | 17.1                                       |
| 2                 | 29     | A14       | 1                                          | 52.378423         | -0.253888 | 52.341396       | -0.210254 | 3.2                           | 52.392374         | -0.259959 | 52.342615       | -0.212357 | 0.9                           | 4.1                                        |
| 2                 | 30     | A1        | 1                                          | 52.378423         | -0.253888 | 52.149818       | -0.301171 | 16.2                          | 52.392374         | -0.259959 | 52.130731       | -0.300818 | 2.9                           | 19.1                                       |
| 2                 | 32     | A421      | 1                                          | 52.103311         | -0.505365 | 52.224709       | -0.22761  | 15.7                          | 52.054978         | -0.574565 | 52.220879       | -0.047268 | 12.5                          | 28.2                                       |
| 2                 | 33     | A34       | 1                                          | 51.649625         | -1.31976  | 51.596144       | -1.278344 | 4.2                           | 51.680037         | -1.296971 | 51.590672       | -1.280559 | 2.8                           | 7                                          |
| 2                 | 34     | M40       | 1                                          | 51.655575         | -0.898793 | 51.627079       | -0.848402 | 3.2                           | 51.660081         | -0.910524 | 51.625182       | -0.839266 | 1                             | 4.2                                        |
| 2                 | 35     | A12       | 1                                          | 51.639131         | 0.318532  | 51.715848       | 0.528942  | 12.6                          | 51.624694         | 0.286138  | 51.723239       | 0.527705  | 1.5                           | 14.1                                       |
| 2                 | 36     | A36       | 1                                          | 51.390606         | -2.31671  | 51.324407       | -2.310263 | 5.2                           | 51.432759         | -2.365518 | 51.300781       | -2.30539  | 6.2                           | 11.4                                       |
| 2                 | 38     | M26       | 1                                          | 51.300691         | 0.270536  | 51.308989       | 0.389415  | 5.3                           | 51.301218         | 0.250368  | 51.311312       | 0.414796  | 2                             | 7.3                                        |
| 2                 | 39     | A2        | 1                                          | 51.303153         | 0.844441  | 51.236415       | 1.138324  | 14.7                          | 51.294947         | 0.814063  | 51.208511       | 1.171411  | 3.8                           | 18.5                                       |
| 2                 | 40     | A30       | 1                                          | 50.729546         | -3.734071 | 50.730192       | -3.68635  | 2.2                           | 50.731554         | -3.748906 | 50.725239       | -3.635192 | 2.9                           | 5.1                                        |
| 2                 | 41     | A30       | 1                                          | 50.153938         | -5.46974  | 50.126271       | -5.527068 | 3.5                           | 50.126271         | -5.527068 | 50.16124        | -5.461834 | 0.6                           | 4.1                                        |
| 2                 | 42     | A38       | 1                                          | 50.449866         | -4.475099 | 50.601798       | -3.614462 | 16.5                          | 50.458212         | -4.505518 | 50.39656        | -4.123642 | 3.2                           | 19.7                                       |
| 2                 | 44     | A3        | 2                                          | 50.94650          | -0.982806 | 51.142817       | -0.705966 | 20.5                          | 50.892809         | -0.999639 | 51.155922       | -0.684752 | 5.2                           | 25.7                                       |
| 2                 | 46     | A21       | 2                                          | 51.18728          | 0.238218  | 50.87536        | 0.558627  | 20.4                          | 51.235541         | 0.212886  | 50.985257       | 0.478843  | 7.8                           | 28.2                                       |
| 2                 | 48     | A2070     | 1                                          | 50.883673         | 0.621709  | 51.125656       | 0.88157   | 16.8                          | 50.883673         | 0.621709  | 51.137227       | 0.909721  | 4.8                           | 21.6                                       |
| 2                 | 49     | M20       | 1                                          | 51.147792         | 0.897368  | 51.189064       | 0.809725  | 4.9                           | 51.189102         | 0.806967  | 51.137227       | 0.909721  | 1.2                           | 6.1                                        |
|                   |        | Total     | 52                                         |                   |           |                 | Total     | 515.5                         |                   |           |                 |           |                               |                                            |

### SCHEDULE 3 INDICATIVE SCOPE OF WORK AND DELIVERY TIMESCALES



## SCHEDULE 4 CUSTOMER'S CONTRACT MANAGEMENT ARRANGEMENTS

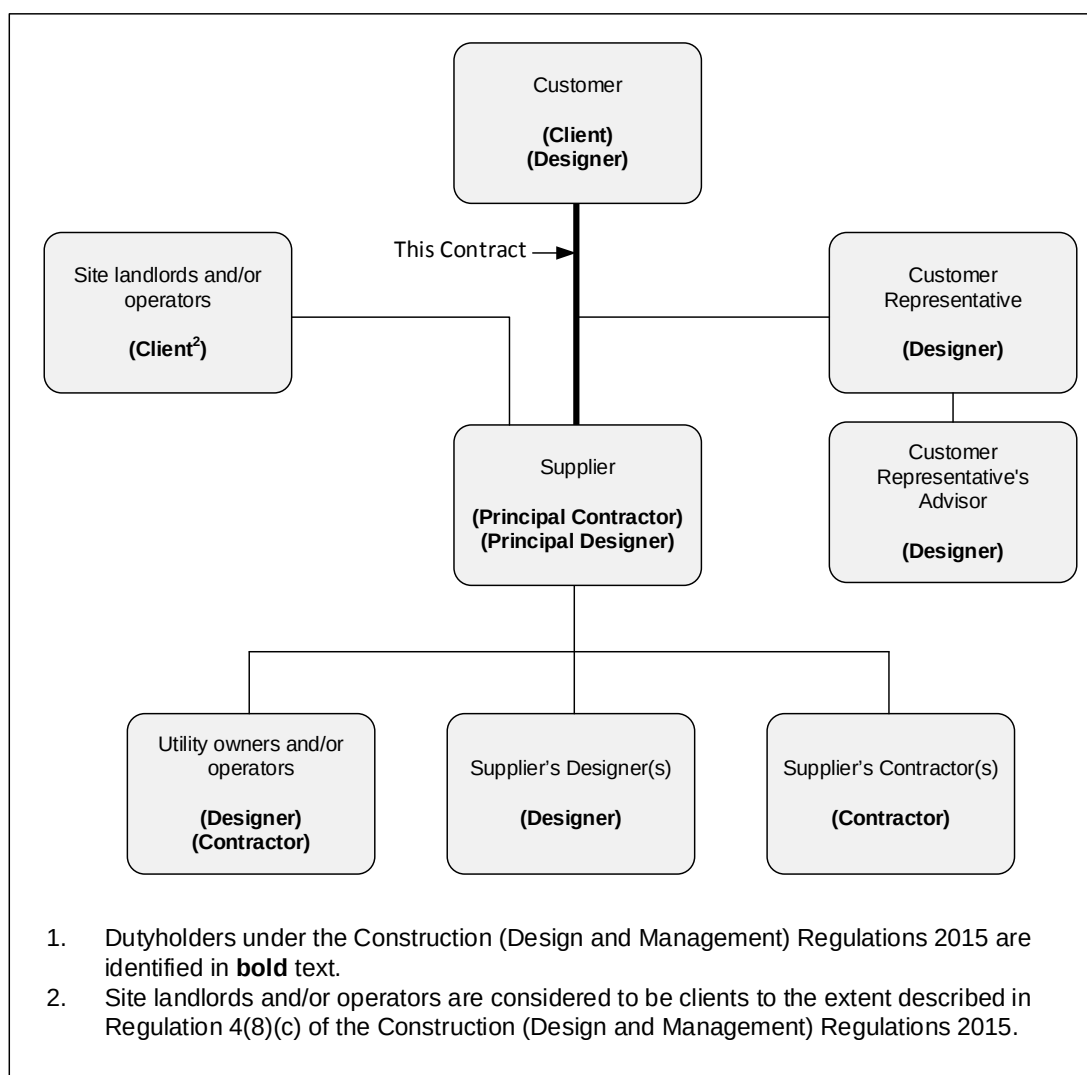
### S4.1 Overview

S4.1.1 The Contract Document forms the 'client's brief' as identified in clause 32 of the Health and Safety Executive's "Managing health and safety in construction, Construction (Design and Management) Regulations 2015, Guidance on Regulations, L153, Published 2015."

S4.1.2 This Schedule summarises the Customer's (client's) arrangements and requirements for managing the Contract including, in particular, the arrangements and requirements for managing the Contract so that health, safety and welfare is secured.

### S4.2 Contract Team

S4.2.1 The Customer's arrangements and expectations for the assembly of the team for the Contract are illustrated in Figure 1. Dutyholders, as defined in the Construction (Design and Management) Regulations 2015, are also identified in Figure 1.



**Figure 1 Contract Team**

S4.2.2 The Customer is using the tendering process for the Contract to assure itself that the appointed Supplier and any organisation appointed by the Supplier have the organisational capability to manage the health and safety risks inherent in the Contract.

S4.2.3 Any individual appointed by the Supplier to perform a key role in managing the health and safety risks inherent in the Contract (e.g., a person nominated to coordinate the Supplier's delivery of the principal designer role) shall be subject to a separate Customer assessment of that individual's skills, knowledge and experience.

S4.2.4 The Customer may request the replacement of any individual that does not demonstrate the skills, knowledge or experience to perform the health and safety duties for which that person has been nominated.

### **S4.3 Roles, Functions and Responsibilities**

S4.3.1 The Customer is appointing the Supplier to undertake the roles, functions and responsibilities defined in the Contract.

S4.3.2 The Customer has appointed the Customer Representative and the Customer Representative's Advisor to:

- a. plan and document the Customer's requirements for the delivery of the Contract in the Contract Document;
- b. execute the Customer Responsibilities under the Contract; and
- c. monitor the Supplier's performance and provide assurance to the Customer that the Supplier is meeting the requirements of the Construction (Design and Management) Regulations 2015 and the other requirements of the Contract through the communications mechanisms identified in section S4.5.

S4.3.3 The Supplier shall define the particular roles, functions and responsibilities of the team members that it appoints. Such details shall be included in the pre-construction information and construction phase plans that the Supplier shall prepare in accordance with sections 2.3 and 3.2 of this document, and this schedule.

### **S4.4 Allocation of Resources and Time**

S4.4.1 The Customer is using the tendering process for the Contract to assure itself that sufficient resources and time are allocated to the Contract.

### **S4.5 Arrangements for Communications and Cooperation**

S4.5.1 The following mechanisms will be used for communication between the Customer and the Supplier, and shall include reviews of the arrangements for securing health, safety and welfare:

- a. Stage gate reviews in accordance with section 2.6 of this document and Schedule 5.
- b. Start-up and progress meetings in accordance with section 2.7 of this document and Schedule 6.
- c. Formal submissions made by the Supplier in accordance with the Contract.

S4.5.2 The Supplier shall develop mechanisms for communicating and cooperating with the designers and contractors that it appoints. Such mechanisms shall be defined in the pre-



construction information and construction phase plans that the Supplier shall prepare in accordance with sections 2.3 and 3.2 of this document, and this schedule.

#### **S4.6 Notification**

S4.6.1 The Supplier shall prepare, submit and, if necessary, update the notice required by Regulation 6 (Notification) of the Construction (Design and Management) Regulations 2015.

S4.6.2 The Supplier shall provide copies of such notices to the Customer as soon as they have been submitted.

S4.6.3 The Supplier shall display copies of such notices in any construction site offices so they can be read by workers engaged in construction work.

#### **S4.7 Pre-Construction Information**

S4.7.1 For each site at which construction work is planned, the Supplier shall:

- a. obtain and collate pre-construction information from each of the parties designated as a client under the Construction (Design and Management) Regulations 2015; and
- b. disseminate the pre-construction information to the designers and contractors for that site.

S4.7.2 The Customer has specified its requirements for the design of each rapid charge point site in Schedule 10 and has completed a design risk assessment which is reproduced in Volume 6 – Supporting Documentation. The Supplier shall consider the residual health, safety and welfare risks identified in the Customer's design risk assessment during the Supplier's preparation of pre-construction information in accordance with S4.7.1.

S4.7.3 All the pre-construction information that the Customer currently holds is detailed in the Contract.

#### **S4.8 Supplier's Health and Safety Performance**

S4.8.1 The Customer is to monitor the Supplier's health and safety performance through:

- a. the Supplier's health and safety incident reporting in accordance with section 2.8 of this document;
- b. the Supplier's performance reporting in accordance with section 2.10 of this document and Schedule 8; and
- c. audits of the Supplier's construction site health, safety and welfare arrangements which will be conducted by the Customer during periodic construction site visits.

S4.8.2 The Supplier shall facilitate the Customer's audits of construction site health, safety and welfare arrangements and shall ensure that all personnel engaged in construction work cooperate with the Customer during the audit process.

#### **S4.9 Welfare Provision**

S4.9.1 For all construction sites forming part of the Contract, the Supplier shall provide the welfare facilities required by Schedule 2 of the Construction (Design and Management) Regulations 2015.

## **SCHEDULE 5 STAGE GATE REVIEWS**

### **S5.1 Overview**

S5.1.1 The Supplier shall use stage gate reviews to identify and demonstrate to the Customer that, for each gap in rapid charge point provision or site which is Approved for the installation and operation of a new rapid charge point by the Customer at the preceding stage gate review:

- a. the current Contract delivery phase has been completed;
- b. all required outputs from the current Contract delivery phase have been completed and:
  - i) have met the requirements of the Contract; and
  - ii) have incorporated lessons learnt from previous work or stage gate reviews, and demonstrate continuous improvement;
- c. a robust estimate of the costs that the Customer will incur during the next Contract delivery phase is in place;
- d. the Supplier's Implementation Plan for the next Contract delivery phase is in place and is realistic;
- e. risks inherent in the next Contract delivery phase have been identified and appropriate mitigations are in place; and
- f. the Supplier is seeking Approval from the Customer to proceed to the next Contract delivery phase.

### **S5.2 Format of Stage Gate Reviews**

S5.2.1 The Supplier shall chair and determine the agenda and format for each stage gate review, which shall:

- a. take place at a meeting or during a telephone conference between the Supplier and Customer; and
- b. take the form of a presentation of information by the Supplier to the Customer.

S5.2.2 The Customer will record the outcomes of each stage gate review.

### **S5.3 Arrangements for Stage Review Meetings and Telephone Conferences**

S5.3.1 The Supplier shall co-ordinate the date, time and duration of each stage gate review meeting or telephone conference with the Customer so that the arrangements for the meeting or telephone conference are mutually agreed.

S5.3.2 The Supplier shall provide the Customer with at least two weeks' notice of the requirement for a stage gate review meeting or telephone conference.

S5.3.3 Wherever possible, the Supplier shall schedule stage gate reviews for multiple gaps or sites to take place during the same meeting or telephone conference to make the best use of the Supplier's and the Customer's time.

S5.3.4 Wherever possible, the Supplier shall schedule stage gate reviews to take place at the same time as Contract progress meetings to make the best use of the Supplier's and the Customer's time.

S5.3.5 Meetings shall be held at the Customer's offices in Bristol although may be held elsewhere by mutual agreement between the Supplier and the Customer.

#### **S5.4 Submission of Documentation**

S5.4.1 The Supplier shall submit the agenda and supporting documentation for each stage review to the Customer in electronic form at least two weeks before the scheduled stage gate review meeting or telephone conference.

S5.4.2 The Supplier shall include copies of all the required outputs from the current Contract delivery phase in the package of supporting documentation.

#### **S5.5 Outcomes of Stage Gate Reviews**

S5.5.1 The Customer will determine, document and issue the outcomes of each stage gate review in writing within one week of the stage gate review meeting or telephone conference, including:

- a. whether the Customer is giving Approval for a site to proceed to the next Contract delivery phase or rejecting the Supplier's proposals;
- b. the basis on which the Customer has made its determination; and
- c. any actions arising from the stage gate review.

## **SCHEDULE 6 PROGRESS MEETINGS**

### **S6.1 Overview**

S6.1.1 The Supplier shall use progress meetings to:

- a. identify and demonstrate to the Customer the progress made by the Supplier in delivering the Approved Implementation Plan;
- b. identify and demonstrate to the Customer the Supplier's compliance with its duties under the Construction (Design and Management) Regulations 2015;
- c. review key Contract risks and issues in conjunction with the Customer;
- d. review the Contract finances in conjunction with the Customer; and
- e. review the Supplier's performance in conjunction with the Customer.

### **S6.2 Format of Progress Meetings**

S6.2.1 The Supplier shall chair each progress meeting, which shall:

- a. take the form of a meeting between the Supplier and Customer; and
- b. adhere to the following agenda items:
  - i) Introductions (where necessary).
  - ii) Safety moment (in accordance with Action 130 of the Customer's Health and Safety Five year Plan).
  - iii) Progress against the Approved Implementation Plan.
  - iv) Health, safety and welfare including the Supplier's compliance with its duties under the Construction (Design and Management) Regulations 2015.
  - v) Risks and issues.
  - vi) Finances.
  - vii) Supplier performance.
  - viii) Any other business.

S6.2.2 The Customer will record the outcomes of each progress meeting.

### **S6.3 Arrangements for Progress Meetings**

S6.3.1 The Supplier shall co-ordinate the date, time and duration of each progress meeting with the Customer so that the arrangements for the meeting are mutually agreed.

S6.3.2 The Supplier shall provide the Customer with at least two weeks' notice of the requirement for a progress meeting.

S6.3.3 Wherever possible, the Supplier shall schedule progress meetings to take place at the same time and place as stage gate reviews to make the best use of the Supplier's and the Customer's time.

S6.3.4 Meetings shall be held at the Customer's offices in Bristol although may be held elsewhere by mutual agreement between the Supplier and the Customer.

#### **S6.4 Submission of Documentation**

S6.4.1 The Supplier shall submit the agenda and any supporting documentation that the Supplier intends to rely on in the progress meeting to the Customer in electronic form at least one week before the scheduled progress meeting.

#### **S6.5 Outcomes of Progress Meeting**

S6.5.1 The Customer will prepare and issue notes describing the key points and actions from each progress meeting within one week of the progress meeting.

## **SCHEDULE 7 FINANCIAL REPORTING AND INVOICING**

### **S7.1 Contractor's Monthly Reports and Invoices**

S7.1.1 The Supplier shall submit a 'Contractor's Monthly Report' ('CMR') and a draft invoice to the Customer on or before the 24<sup>th</sup> day of each Month during the periods of the Contract when Contract Charges continue to be incurred or remain payable.

S7.1.2 The Supplier's Monthly CMR submission shall:

- a. use the relevant Microsoft Excel template provided in Volume 6 – Supporting Documentation;
- b. provide the key data describing the Contract;
- c. provide a record of the Supplier's forecasting of the Contract Charges and when they will be incurred at commencement of the Contract or at the start of each new financial year ('Annual Budget');
- d. provide an accurate record of the Contract Charges incurred during the Month and in previous Months ('Work Completed'), and in previous financial years ('Total spend to end of Previous Year');
- e. provide the Supplier's forecast of the Contract Charges that will be incurred in subsequent Months ('Work Forecast'), and in subsequent financial years ('Next Year's Forecast,' 'Following Year's Forecast' and 'Remaining Future Year's Forecast');
- f. provide a summary of the work undertaken by the Supplier during the Month ('Activities & completions this month');
- g. provide a summary of the work to be undertaken by the Supplier during the following Month ('Activities & completions planned for next month'); and
- h. highlight any particular Contract issues requiring resolution ('Issues & proposed resolution').

S7.1.3 The Supplier shall note that the accuracy of the Supplier's forecasting of the Contract Charges and when they will be incurred is one of the metrics that will be subject to performance monitoring and reporting in accordance with section 2.10 of this document and Schedule 8.

S7.1.3A The Supplier shall submit draft invoices no more frequently than once per Month and at the same time as submitting the CMR for the Month.

S7.1.4 The Supplier's draft invoice each Month shall detail the Contract Charges which have become payable during the Month and the particular aspects of the Contract to which the Contract Charges relate.

S7.1.5 The Supplier shall submit a final invoice following receipt of the Customer's confirmation of the acceptability of each of the Supplier's draft invoices and an associated invoice receipt number.

S7.1.6 The Supplier's final invoices shall:

- a. include:

- i) the Customer's project number (PIN)\*;
- ii) the Customer's purchase order number\*;
- iii) the name of the Customer Representative;
- iv) the Customer's invoice receipt number; and
- v) the Approved Contract Charges.

\* Details to be provided to the Supplier by the Customer on commencement of the Contract.

- b. be submitted electronically to [invoices@highwaysengland.co.uk](mailto:invoices@highwaysengland.co.uk) or by post to:

Highways England Company Limited  
Accounts Payable  
The Cube  
199 Wharfside Street  
BIRMINGHAM  
B1 1RN

## **S7.2 New Vendors**

- S7.2.1 Where the Supplier is not a current supplier to Highways England, the Supplier may be required to complete the Customer's new supplier form to identify the bank account the Supplier wishes to use for payments from the Customer to the Supplier.

## **SCHEDULE 8 COLLABORATIVE PERFORMANCE REPORTING**

### **S8.1 Overview**

S8.1.1 The Supplier's Collaborative Performance Framework (CPF) and Commercial Reporting and Monitoring System (CRaMS) reports shall:

- a. use and follow the guidance notes given in the relevant Microsoft Excel templates provided in Volume 6 – Supporting Documentation;
- b. include the evidence required by each of the CPF metrics;
- c. be submitted to the Customer for completion of the CPF's 'Project Manager to use' section by the last Working Day of each three-Month period; and
- d. be submitted to the Customer's Supplier Performance Team by the tenth (10<sup>th</sup>) Working Day following the end of each three-Month period.

S8.1.2 The Supplier shall prepare and submit its first CPF report after the end of the third Month of the Contract Period.

### **S8.2 Agreed Relaxations**

S8.2.1 Any relaxations to the CPF and CRaMS reporting regime shall be discussed and agreed between the Supplier and the Customer at the Contract start-up meeting. Such relaxations may include a determination that some metrics are not applicable for all or part of the Contract Period.



## **SCHEDULE 9 SITE SELECTION REQUIREMENTS**

### **S9.1 Siting of Rapid Charge Points with Respect to 'Stage 1' Gaps in Existing Charge Point Provision**

- S9.1.1 Each rapid charge point that is proposed for installation and operation as part of the Contract shall be located so that it fills all or part of a 'Stage 1' gap in the existing provision of rapid charge points in proximity to the SRN.
- S9.1.2 The 'Stage 1' gaps in the existing provision of rapid charge points in proximity to the SRN are defined in Schedule 2.
- S9.1.3 Any part of a 'Stage 1' gap in the existing provision of rapid charge points will be deemed to have been filled when that part is within 10 miles of driving distance of a proposed or new rapid charge point, such distance having been calculated using only dual-carriageway roads or single carriageways roads with a minimum width of two lanes.

### **S9.2 Minimum Requirements for Sites Proposed for the Installation and Operation of New Rapid Charge Points**

- S9.2.1 Sites proposed for the installation and operation of new rapid charge points shall, as a minimum:
- a. fill all or part of a 'Stage 1' gap in the existing provision of rapid charge points in accordance with section S9.1;
  - b. be no more than 2.5 miles of driving distance from the SRN, such distance having been calculated using only dual-carriageway roads or single carriageways roads with a minimum width of two lanes;
  - c. be readily accessible to and from the SRN, and local routes;
  - d. be accessible to members of the public wishing to use the charge point and the Supplier at all times;
  - e. be within 200m of an amenity offering public toilet facilities, including facilities for disabled users, for at least eight (8) hours per day on weekdays and Saturdays, and at least six (6) hours per day on Sundays, such an amenity being safely accessible by all charge point users from the site;
  - f. have a paved and adequately drained area which is sufficient to meet vehicle loading requirements and the requirements of Schedule 10 without requiring pavement or drainage works; and
  - g. be externally illuminated in accordance with the minimum lighting recommendations in the Health and Safety Executive's "Lighting at work, HSG38, Published 1997" so that users of the rapid charge point will be able to move around the area and use the charge point unit in safety and with expediency.

### **S9.3 Desirable Features of Sites Proposed for the Installation of New Rapid Charge Points**

- S9.3.1 Where several potential sites meeting the minimum requirements given in section S9.2 exist to fill all or part of a 'Stage 1' gap in the existing provision of rapid charge points, the following criteria shall be considered as part of the determination of a preferred or recommended site:

- a. The efficiency with which the 'Stage 1' gap in the existing provision of rapid charge points will be filled.
- b. The extent to which of all or part of an associated 'Stage 2' gap in the existing provision of rapid charge points, as defined in Schedule 2, will be filled.
- c. The extent to which other amenities (e.g., retail outlets; cafés or restaurants; tourist or leisure attractions) are present on the same site or property, and can offer electric vehicle users the opportunity to undertake another activity whilst recharging is taking place;
- d. The extent to which a location is perceived to be safe and secure because of, for example, well-maintained surroundings; low crime rates for the area or type of location; regular throughput of people or vehicles, night-time lighting and CCTV surveillance.
- e. The extent to which restrictions can be put in place to limit parking in the bay(s) associated with a charge point to those recharging an electric vehicle.
- f. The extent to which additional traffic signs can be provided to clearly identify the charge point location.
- g. The extent to which sufficient electricity supply and telecommunications services connections are available at a reasonable cost.

## **SCHEDULE 10            SITE DESIGN REQUIREMENTS**

### **S10.1    Operational Service Life**

S10.1.1 The operational service life of each rapid charge point site Approved for installation and operation by the Customer shall be a minimum of seven (7) years from the point of installation.

S10.1.2 The Supplier shall reflect the required operational service life in:

- a. the quality of the Supplier's design, fabrication and installation of each charge point unit and the associated infrastructure; and
- b. the regime devised by Supplier to operate, inspect, test, maintain, repair and renew the charge point unit and the associated infrastructure in accordance with Schedule 14.

### **S10.2    Rapid Charge Points**

S10.2.1 The Supplier shall provide rapid charge points that meet the minimum requirements of Schedule 11.

### **S10.3    Site Layout and Infrastructure**

S10.3.1 The Supplier shall subject each rapid charge point site to a formal design process in which:

- a. the design and layout of the site is determined in accordance with the requirements of this document; the particular requirements and recommendations of the rapid charge point unit manufacturer; and Good Industry Practice;
- b. designs and documentation are prepared for the purposes of securing any necessary permissions for use of the site in accordance with Schedule 12; safely constructing the site in accordance with the Supplier's Implementation Plan and construction phase plan; and safely operating and maintaining the site in accordance with Schedule 14; and
- c. consideration is given to the safe operation, maintenance, renewal and decommissioning of the site, and the measures necessary to address any residual safety hazards for individuals that may come into contact with the site once it is operational.

S10.3.2 The Supplier shall consider the residual safety risks identified in the Customer's design risk assessment, which is provided in Volume 6 – Supporting Documentation, during the design process.

S10.3.3 The Supplier shall provide the following items of infrastructure at each rapid charge point site in accordance with the requirements of this Schedule:

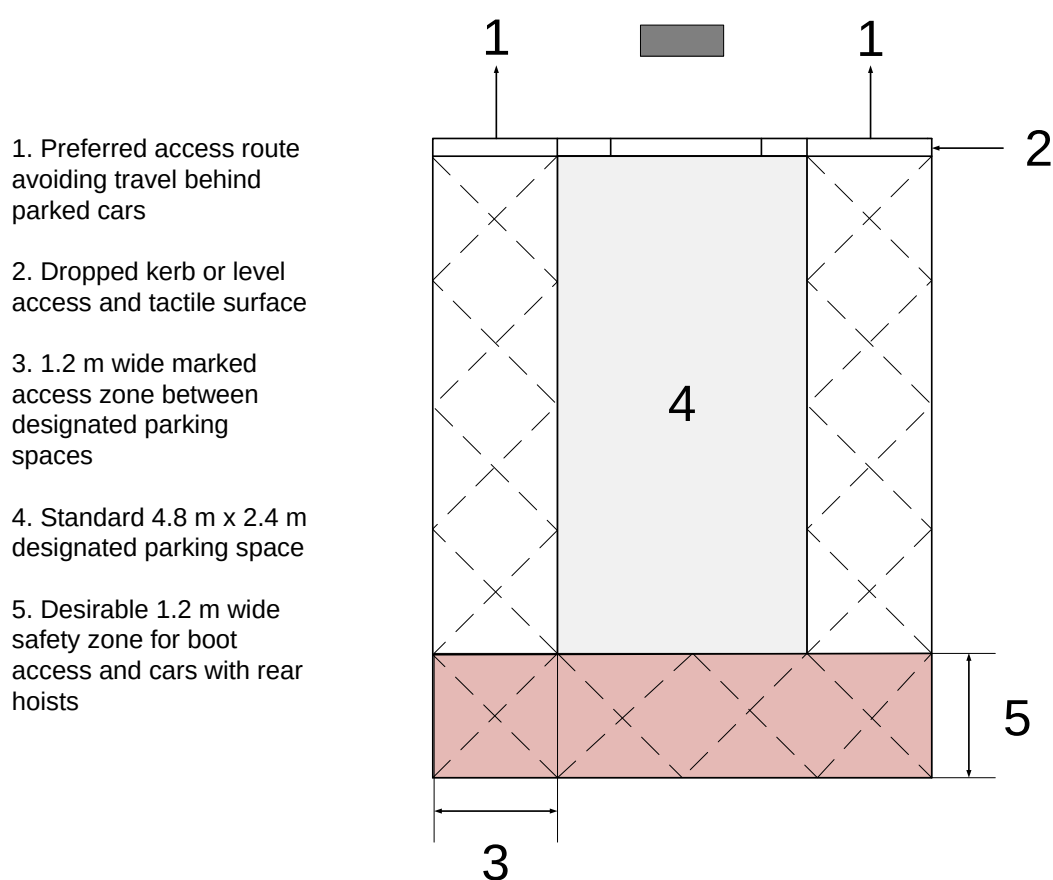
- a. the rapid charge point unit, its foundations and a surrounding paved area;
- b. parking bay(s);
- c. vehicle restraint systems;
- d. traffic signs and road markings; and

- e. an incoming electrical supply, electricity feeder pillar and associated electrical installations.

S10.3.4 The Supplier shall design and construct each rapid charge point site so that the needs of disabled electric vehicle users are met. The Supplier shall apply the guidance in BS 8300-1 (*Design of an accessible and inclusive built environment. Part 1: External environment – Code of practice*) when determining the standard of provision of access routes to the rapid charge point unit, and the location, orientation and form of construction of the charge point unit and the associated infrastructure.

#### S10.4 Parking Bay(s)

S10.4.1 The Supplier shall provide a minimum of one dedicated parking bay for each rapid charge point unit. This bay shall have the minimum dimensions and features which have been derived from BS 8300-1 and which are shown in Figure 2.



**Figure 2 Parking Bay Requirements**

S10.4.2 Vehicle access to and from the dedicated parking bay shall be readily available from the nearest interface with the public highway.

#### S10.5 Vehicle Restraint Systems

S10.5.1 The Supplier shall provide vehicle restraint systems to protect each rapid charge point unit from low speed impacts (up to and including 30mph) by errant vehicles.

S10.5.2 The vehicle restraint systems employed shall not obstruct access to the rapid charge point unit by users or maintenance personnel.

S10.5.3 The vehicle restraint systems employed shall not cause damage to the rapid charge point unit if subject to a low speed impact (up to and including 30mph) from an errant vehicle.

## **S10.6 Traffic Signs and Road Markings**

S10.6.1 The Supplier shall furnish each rapid charge point site with clear road traffic signs and road markings to indicate:

- a. the dedicated parking bay where vehicles must park to access the rapid charge point unit;
- b. user access routes to and from the dedicated parking bay and charge point unit; and
- c. the restrictions applicable to users of the dedicated parking bay.

S10.6.2 The Supplier shall provide at least one (1) post-mounted traffic sign adjacent to each rapid charge point unit identifying that the dedicated parking bay is to be used for parking for “electric vehicle recharging point only.” The traffic sign shall comply with *The Traffic Signs Regulations and General Directions 2016* and be specified using BS EN 12899-1 – *Fixed, vertical road traffic signs. Fixed signs*.

S10.6.3 The Supplier shall provide an appropriate symbol or text road marking to identify the dedicated parking bay. Road markings used to demarcate the dedicated parking bay shall employ a different colour to that used to identify any adjacent parking areas.

S10.6.4 The traffic signs and road markings applied to rapid charge point sites shall be consistent across all sites installed under the Contract.

## **S10.7 Incoming Electrical Supply**

S10.7.1 The incoming electrical supply to each rapid charge point unit shall have sufficient capacity to meet the demands of the unit when it is operating at its maximum rated output.

S10.7.2 Where the Supplier is required to procure a new or upgraded electricity supply connection for a rapid charge point site from a distribution network operator (DNO) and where it is possible without incurring additional costs, the Supplier shall obtain an electricity supply from the DNO which will cater for an additional or up-rated rapid charge point at the site (i.e., potential future needs).

## **S10.8 Electrical Installations**

S10.8.1 Electrical designs and installations shall comply with BS 7671 (Requirements for Electrical Installations) and the applicable guidance within the Code of Practice for Electric Charging Equipment Installation published by The Institution of Engineering and Technology (IET).

## **S10.9 CCTV**

S10.9.1 Where CCTV infrastructure exists, the charge point site should be included in a CCTV monitoring regime as a safety provision for rapid charge point users and to deter criminal behaviour.

## **S10.10 Bar Codes**

S10.10.1 Each of the following components of the installation shall be bar-coded in accordance with the Customer's specification, MCH 1953E - *NMCS Maintenance Instruction - Technology Performance Management Service (TPMS) - Bar Code Procedures*, a copy of which is available in Volume 6 – Supporting Documentation:

- a. feeder pillar cabinets;
- b. rapid charge point unit housing; and
- c. each line replaceable unit or module within a rapid charge point unit.

## **SCHEDULE 11            RAPID CHARGE POINT REQUIREMENTS**

### **S11.1    General**

S11.1.1 The Supplier shall supply, install, test and commission rapid charge point units which meet the minimum requirements set out in this Schedule.

S11.1.2 Each charge point unit shall:

- a. cater for over 90% of the electric and plug-in hybrid cars and vans registered in the United Kingdom at the time of the Supplier's Quotation Submission; and
- b. provide sufficient power output to provide at least an 80% battery charge within 45 minutes for an electric car or van meeting the criteria given in sub-clause a.

S11.1.3 References to standards or regulations in this Schedule refer to the current edition of such standards or regulations at the time of the installation.

S11.1.4 The Supplier shall demonstrate compliance with the requirements of this Schedule.

### **S11.2    Charging Equipment – Common Requirements**

S11.2.1 The design and installation of charging equipment shall permit compliance with the requirements and guidance of BS 8300- 1.

S11.2.2 Charging equipment shall be CE marked and a copy of the EC declaration of conformity provided to the purchasing authority in accordance with EC Directive 768/2008/EC.

S11.2.3 Charging equipment shall be compliant with BS EN 61851 Part 1.

S11.2.4 Mode 1 or Mode 2 charging shall not be compliant with this specification.

S11.2.5 Charging equipment shall utilise tethered cables (BS EN 61851:1 Case C connection).

S11.2.6 This specification requires three vehicle connectors to be associated with a single unit (Type 2, CHAdeMO and CCS).

S11.2.7 For AC charging, equipment:

- a. output power shall be measured or calculated at a nominal supply voltage of 400Vac three-phase;
- b. shall be compliant with BS EN 61851 Part 22;
- c. shall use Mode 3 charging; and
- d. shall be fitted with one tethered cable with one BS EN 62196 Part 2 Type 2 vehicle connector per outlet.

S11.2.8 For DC charging, equipment:

- a. shall be compliant with BS EN 61851 Part 23;
- b. shall use Mode 4 charging;
- c. shall be fitted with:

- i) one tethered cable with a CHAdeMO vehicle connector per outlet; and
- ii) one tethered cable with a Combined Charging System (CCS) vehicle connector per outlet.

S11.2.9 For charging equipment with embedded generation capability (V2X):

- a. Charging equipment with embedded generation capability of up to and including 16A per phase shall be compliant with ENA Engineering Recommendation G83.
- b. Charging equipment with embedded generation capability greater than 16A per phase shall be compliant with ENA Engineering Recommendation G59.

### **S11.3 Installation**

S11.3.1 Charging equipment shall be installed in accordance with BS EN 61851; BS 7671; the recommendations of the IET Code of Practice for Electric Vehicle Charging Equipment Installations (as amended); the manufacturer's instructions; and all other applicable standards.

S11.3.2 In cases of apparent inconsistency in electrical installation requirements, BS 7671 shall take precedence and details of the inconsistency shall be notified to the Customer.

S11.3.3 Installations on the public highway shall use a contractor registered through the Highways and Electrical Registration Scheme (HERS).

### **S11.4 User Interface**

S11.4.1 Charging equipment status shall be indicated using lights, light emitting diodes (LEDs) or display, and from a user's perspective shall appear intuitive and aligned with Good Industry Practice.

S11.4.2 Simple and clear information describing how to use the charge point unit shall be displayed on the unit and must include provisions such as diagrams for non-English speakers.

S11.4.3 Details of any precautions necessary to ensure safe operation with Active Implantable Medical Devices shall be provided and must also be clearly displayed on the charging equipment.

S11.4.4 Charging equipment shall display instructions for payment and equipment operation.

### **S11.5 Back Office System**

S11.5.1 Charging equipment shall interface with the Supplier's back office systems for the charge point management purposes stated in Schedule 14.

S11.5.1 Data communications shall be provided to enable the interface with the Supplier's back office systems.

S11.5.2 A data acquisition system compatible with the operational data requirements in Schedule 14 shall be provided.

S11.5.3 Each unit shall provide measurement of energy supplied, to be output to both display (where fitted) and data acquisition system compatible with the operational data requirements in Schedule 14. Where a Measuring Instruments Directive (MID)



(2014/32/EU)-approved meter is not used, details of metering and accuracy shall be provided.

### **S11.6 Branding**

- S11.6.1 Each charge point unit shall be clearly identified as having been funded by the Customer via a direct paint application, a paint decal or self-adhesive sticker showing the information and branding given in Figure 3.
- S11.6.2 The information and branding shown in Figure 3 shall be placed on the front face of the charge point so that it is clearly visible to approaching motorists and to users of the charge point.
- S11.6.3 The design of the paint application, paint decal or self-adhesive sticker shall adhere to the Customer's visual identity guidelines which are available at the following location:
- [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/639459/N150213 -  
\\_Highways England Visual Identity Version 1.1.1 Jan 17.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/639459/N150213_-_Highways_England_Visual_Identity_Version_1.1.1_Jan_17.pdf)
- S11.6.4 The paint application, paint decal or self-adhesive sticker shall remain in place for the operational service life of the unit without degradation or discolouration.
- S11.6.5 The Supplier shall develop a final design for the direct paint application, paint decal or self-adhesive sticker to be provided and shall submit the design to the Customer for Approval before production of the required materials.



**Figure 3 Branding**

### **S11.7 Product Acceptance Testing and Site Acceptance Testing**

- S11.7.1 Each rapid charge point unit shall be subject to product acceptance testing (PAT) prior to installation and site acceptance testing (SAT) following installation by the Supplier to demonstrate that the requirements of the Contract have been met.
- S11.7.2 The Supplier shall prepare PAT and SAT specifications. The PAT and SAT specifications shall contain sufficient individual tests for the Supplier to demonstrate to the Customer that each element of the charge point unit provided fulfils the

requirements of the Contract. The PAT and SAT specifications shall be submitted to the Customer for Approval prior to the commencement of any testing.

S11.7.3 The Supplier shall give the Customer the opportunity to witness all testing. To enable the Customer to attend, the Supplier shall provide the Customer with at least two weeks' notice of the dates and venues of each testing session.

#### **S11.8 Servicing and Maintenance**

S11.8.1 Charging equipment shall be supplied with a warranty on parts and installation which aligns with the operations and maintenance requirements in Schedule 14.

## **SCHEDULE 12            SITE LEASING REQUIREMENTS**

### **S12.1    Site Leases**

S12.1.1 The Supplier shall secure a lease on each site Approved for the installation and operation of a rapid charge point by the Customer whereby:

- a.        the Customer is the tenant under a lease; and
- b.        the Supplier is a sub-tenant under an underlease with the Customer.

S12.1.2 The Supplier shall use the lease and underlease templates provided in Volume 6 – Supporting Documentation – to establish the leasing arrangements for each site.

S12.1.3 Any variations to the form of lease and underlease shall be Approved by the Customer.

S12.1.4 The Supplier shall secure leasing terms for the Customer and the Supplier which will enable the Supplier to meet its obligations, under sections 1.2.5f and 3.4.2a of this document, and Schedule 14, to fund the operation and maintenance of each charge point on a commercial basis.

S12.1.5 The initial term of the underlease (under which the Supplier is the tenant) shall not exceed the minimum period for which the Supplier is responsible for the operation of the rapid charging point. Where the Supplier has been able to secure it from the owner of the relevant site the lease shall contain an option (exercisable by the Customer) allowing the lease to be extended to correspond with any extension of the period for which the Supplier (or another supplier appointed by the Customer) is responsible for the operation of the rapid charge point.

S12.1.6 The Supplier shall indemnify the Customer against all rents, costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), damages, claims and demands that the Customer incurs under the terms of the lease,

S12.1.7 The Supplier shall liaise with the Customer's Property Team to:

- a.        jointly agree a protocol for the negotiation, agreement and signing of leases with landlords prior to any negotiations taking place, including the extent and timing of the Property Team's involvement;
- b.        agree landlords' legal fees and how they will be paid; and
- c.        secure the Customer's signature where leasing arrangements have been agreed.

## **SCHEDULE 13            SITE HEALTH AND SAFETY FILE REQUIREMENTS**

### **S13.1    Overview**

S13.1.1 The Supplier shall prepare and maintain a health and safety file for each rapid charge point site in accordance with the guidance provided in Appendix 4 of the Health and Safety Executive's "Managing health and safety in construction, Construction (Design and Management) Regulations 2015, Guidance on Regulations, L153, Published 2015".

S13.1.2 The Supplier shall provide a copy of the health and safety file for each rapid charge point site to the Customer:

- a.        on completion of the installation, testing and commissioning activities at each site (i.e., at the end of the site delivery Contract delivery phase);
- b.        as the file is updated from time to time in accordance with the requirements of Schedule 14.

S13.1.3 The Supplier shall also provide relevant parts of the health and safety file for each rapid charge point site to each site's landlord in accordance with the timescales identified in section S13.1.2 so that the landlord is fully informed about the charge point and the associated infrastructure, and how they may affect health, safety and welfare during any construction works the landlord may undertake.

### **S13.2    Health and Safety File Format**

S13.2.1 The health and safety file documentation shall be:

- a.        complete, comprehensive and co-ordinated with a uniform style and presentation; and
- b.        supplied in electronic format with comprehensive contents and index pages, and electronic links to and from individual parts of the documentation.

### **S13.3    Health and Safety File Contents**

S13.3.1 In addition to other items required by Appendix 4 of the Health and Safety Executive's "Managing health and safety in construction, Construction (Design and Management) Regulations 2015, Guidance on Regulations, L153, Published 2015", the health and safety file for each site shall include:

- a.        asset inventory data for population of the Customer's asset management systems;
- b.        operations and maintenance (O&M) manuals for the Goods being supplied and installed under the Contract; and
- c.        as-built documentation for the infrastructure being provided under the Contract.

S13.3.2 Asset inventory data shall include the following information for each feeder pillar cabinet and rapid charge point unit:

- a.        bar code number;
- b.        location provided as latitude and longitude;
- c.        installation date;

- d. communications addressing information;
- e. electricity supply information including:
  - i) meter identifier;
  - ii) energy supplier; and
  - iii) distribution network operator.
- f. site access instructions, with identified safety issues and mitigations;
- g. maintenance arrangements such as the frequency and type of each maintenance task;
- h. information on manufacturers' warranties, including the start date and period; and
- i. a schedule of line replaceable units or modules.

S13.3.3 Asset inventory data shall include the following information for each line replaceable unit or module forming part of a rapid charge point unit:

- a. bar code;
- b. type of equipment
- c. Customer's assigned stock code number;
- d. manufacturer;
- e. manufacturer's model identifier;
- f. any hardware version supplementary to the model identifier;
- g. manufacturer serial number;
- h. software version;
- i. power consumption (quiescent and in use); and
- j. manufactured date.

S13.3.4 O&M manuals shall include:

- a. specific information about each item of Goods supplied and its configuration and interfaces with other Goods upon handover.
- b. sufficiently detailed information to allow the Supplier, the Customer or a third party to:
  - i) operate the Goods safely;
  - ii) safely undertake maintenance of the Goods;
  - iii) safely install, commission and decommission the Goods; and
  - iv) dispose of the Goods in a safe and environmentally satisfactory manner.

S13.3.5 To meet the requirements of section 13.3.4, O&M manuals shall include the following:

- a. Operating instructions.
- b. Configuration data.
- c. Lists of parts, their manufacturers, part numbers and serial numbers.
- d. Schematic drawings identifying the normal position of all parts relative to each other.
- e. Circuit diagrams.
- f. Routine service and maintenance procedures including the scope and frequency of electrical inspection and testing.
- g. Troubleshooting guide.
- h. Fault diagnostic features.
- i. Testing and commissioning procedures.
- j. Decommissioning procedures, including procedures for disposing of parts containing hazardous substances.
- k. Any additional health and safety information pertinent to the future maintenance, cleaning, alteration or dismantling of the equipment.

S13.3.6 As-built documentation for infrastructure shall show and describe each feature of the infrastructure provided, and shall include:

- a. Site layouts including the position, orientation, type of construction and construction methodology of all infrastructure.
- b. Electrical installations.
- c. Telecommunications installations.
- d. Test results and certificates.
- e. Any additional health and safety information pertinent to the future maintenance, cleaning, alteration, extension, demolition or dismantling of an installation.

S13.3.7 Test results and certificates to be provided shall include as a minimum:

- a. Product acceptance testing (PAT) results and certificates for all Goods.
- b. Site acceptance testing (SAT) results and certificates for all Goods.
- c. Electrical test and inspection results and certificates.

## **SCHEDULE 14            SITE OPERATIONS AND MAINTENANCE REQUIREMENTS**

### **S14.1    Overview**

S14.1.1 The Supplier shall retain and maintain full control of each rapid charge point unit and the associated infrastructure throughout the Contract Period following installation (i.e., following completion of the site delivery Contract delivery phase).

### **S14.2    Service Availability**

S14.2.1 The Supplier shall operate and maintain each rapid charge point unit and the associated infrastructure so that, throughout the operational service life stated in Schedule 10, the charge point unit and all directly related parking, payment and support services shall be available for use by electric vehicle users for at least 98% of any 12-Month rolling period, allowance having been made in the calculation of availability for periods of Force Majeure.

S14.2.2 The Supplier shall demonstrate compliance with the requirements of section S14.2.1 through the provision of operational data in accordance with section S14.7.

### **S14.3    Fees for Rapid Charge Point Use**

S14.3.1 A user of a charge point may be charged a fee by the Supplier for recharging an electric vehicle. This fee shall not exceed 110% of the average fee levied by other publicly available rapid charge points for which a fee is charged within a 25 mile radius of the charge point.

S14.3.2 The Supplier shall demonstrate compliance with the requirements of section S14.3.1 when requested by the Customer, such requests being issued no more than four times in any 12-Month rolling period.

### **S14.4    Back Office Systems**

S14.4.1 The Supplier shall provide and operate back office systems for the following purposes:

- a.      charge point user payment transactions;
- b.      communications with charge point users requiring assistance;
- c.      diagnostics for the majority of potential charge point unit faults;
- d.      resolution of a high proportion of electronic or software faults;
- e.      charge point unit software updates; and
- f.      operational data collection;

in relation to each charge point unit and site.

### **S14.5    User Payments**

S14.5.1 Where electric vehicle users are to be charged a fee for recharging at a charge point, users shall have the option to Pay As You Go (PAYG) using a debit or credit card. This option must be available via:

- a.      debit and credit card payment equipment included within each charge point unit; and

- b. the Supplier's telephone helpline in circumstances where, for example, payment equipment included within a charge point unit is not functioning.

S14.5.2 A charge point may also form part of the Supplier's network of charge points for which users pay membership fees. Users must not be obliged to subscribe to the Supplier's network services in order to use a charge point.

S14.5.3 The telephone helpline number, tariffs and methods of payment shall be clearly displayed on signage either on or adjacent to each charge point unit.

#### **S14.6 User Support**

S14.6.1 The Supplier shall provide a customer telephone helpline facility which is available at all times. As a minimum, the telephone helpline must be able to advise and assist charge point users with:

- a. use of a charge point;
- a. pricing;
- b. payment;
- c. recording charge points faults and defects identified by users, and tasking appropriate maintenance resources; and
- d. the identification of alternative recharging facilities should the charge point be unavailable.

S14.6.2 In at least 95% of all helpline calls in any one calendar year, customers using the telephone helpline and wishing to speak to an operator shall be connected to an operator within 3 minutes of commencing the call.

S14.6.3 Users of the telephone helpline shall not incur unreasonable call charges from, for example, the use of a premium rate telephone number (e.g., one commencing with 09) or by being required to wait to speak to an operator.

S14.6.4 Where possible, the Supplier shall also respond to user enquiries via the Supplier's social media channels.

#### **S14.7 Operational Data Collection**

S14.7.1 The Supplier shall collect and disseminate real-time data which describes the availability and status (e.g., available for use, charging, out-of-service) of each charge point unit. The Supplier shall make the real-time data freely available via the Supplier's media channels and to third parties that may wish to disseminate the data to the public via their own media channels.

S14.7.2 The Supplier shall collect and provide the following operational information and data to the Customer for each charge point unit on a quarterly basis:

- a. availability of the charge point for public use, expressed:
  - i) as percentage availability over the three-Month period;
  - ii) as raw data in a spreadsheet showing the particular dates, times (to the nearest second) and reasons for charge point non-availability during the three-Month period;



- b. charging events over the three-Month period, expressed as raw data in a spreadsheet and including the following data fields:
  - i) charge point identifier;
  - ii) charging event reference;
  - iii) anonymised, unique user identification so that users with membership of the Supplier's network are distinguishable from PAYG users;
  - iv) start date and time to the nearest second;
  - v) end date and time to the nearest second;
  - vi) total energy drawn in kWh to two decimal places; and
  - vii) fee paid by the user in £ to two decimal place.
- c. user communications and feedback, presented as an anonymised schedule summarising all communications from charge point users in terms of:
  - i) date and time of communication;
  - ii) nature or categorisation of communication;
  - iii) user feedback; and
  - iv) Supplier's response.

S14.7.3 The Supplier shall submit the operational information and data for each charge point to the Customer for the preceding three Months on or before the tenth (10<sup>th</sup>) day of January, April, July and October each year.

#### **S14.8 Electricity Costs**

S14.8.1 The Supplier shall procure electricity for each rapid charge point unit on green energy tariffs.

S14.8.2 The Supplier shall pay all electricity usage charges.

#### **S14.9 Inspection, Testing, Maintenance, Repair and Renewal**

S14.9.1 The Supplier shall undertake the ongoing inspection, testing, maintenance, repair and renewal of each charge point unit and the associated infrastructure so that they remain in a safe and serviceable condition throughout the operational service life stated in Schedule 10.

S14.9.1A The Supplier shall undertake the inspection, testing, maintenance and repair of each charge point unit in accordance with the particular requirements and recommendations of the charge point unit manufacturer.

S14.9.1B The Supplier shall undertake the inspection and testing of electrical installations in accordance with BS 7671 and the applicable guidance within the IET Code of Practice for Electric Charging Equipment Installation.

S14.9.2 The Supplier shall minimise the impact on charge point users during inspection, testing, maintenance, repair and renewal activities through:

- a. the effective planning and delivery of such activities;
- b. the availability of maintenance resources to respond on site to:
  - i) emergencies (e.g., unsafe situations) within 2 hours of notification; and
  - ii) other defects within 48 hours of notification; and
- c. the provision of remote, real-time access to each charge point unit.

S14.9.3 The Supplier shall prepare and maintain complete and legible records of all inspection, testing, maintenance, repair and renewal activities. Such records shall include the following details of each activity:

- a. the site at which the work was undertaken;
- b. the equipment, system or infrastructure worked on;
- c. the date(s) and time(s) on which the work was undertaken;
- d. the names of the organisations and persons that carried out the work;
- e. the reason for the activity;
- f. the nature of the work undertaken;
- g. details of any line replaceable units or modules replaced including the serial numbers of the removed and the replacement units or modules;
- h. details of any equipment or system configuration changes made;
- i. details of any further work advised or required for operational or safety reasons; and
- j. the signature of the persons responsible for carrying out the work (where required by the particular record type).

S14.9.4 An electronic copy of each record of an inspection, testing, maintenance, repair or renewal activity shall be provided to the Customer within two weeks of the completion of the activity.

S14.9.5 The Supplier shall update the health and safety file for each charge point site where the Supplier makes a change during maintenance, repair or replacement activities which renders data or information in the pre-existing file out-of-date.

S14.9.6 The Supplier shall detail its regime for the inspection, testing, maintenance, repair and renewal of each charge point unit and the associated infrastructure in a maintenance plan which shall be submitted to the Customer for Approval prior to the end of the site delivery Contract delivery phase.

## **SCHEDULE 15                      SITE DECOMMISSIONING & REINSTATEMENT REQUIREMENTS**

### **S15.1      Site Decommissioning and Reinstatement Plan**

S15.1.1 The Supplier's site decommissioning and reinstatement plan for each rapid charge point site shall be based on:

- a.        the requirements of the site leases agreed in accordance with section 3.2 and Schedule 12;
- b.        liaison with the landowner to establish the landlord's views on the plans for site decommissioning and reinstatement, and an alternative option to retain the site; and
- c.        liaison with the Customer to establish the Customer's views on the plans for site decommissioning and reinstatement, and an alternative option to retain the site.

S15.1.2 The Supplier's site decommissioning and reinstatement plan for each rapid charge point site shall define the Supplier's plans for:

- a.        maximising recycling of equipment and infrastructure to be removed; and
- b.        treatment of waste.