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Specification

# **The Provision of an Electric Vehicle (EV) Charging Infrastructure in Conwy County Borough**

**Tender Reference: CCBC/EV Charging 2025**

## 1 INTRODUCTION

Conwy County Borough Council (the 'Authority') wishes to appoint a suitable Supplier (the 'Supplier(s)') to increase the provision of Electric Vehicle Charge Points (EVCPs) in the County.

## 2 BACKGROUND

Welsh Government declared a Climate Emergency in Wales, setting ambitious plans for the public sector to be carbon neutral by 2030.

Conwy County Borough Council declared a Climate Emergency in May 2019, committing to make CCBC a net zero council by 2030. In line with this declaration, the Council committed to developing and adopting a Decarbonisation Plan, which will target the decarbonisation of Council operations and promote the protection and enhancement of our natural environment.

To meet the requirements of the [Electric Vehicle Charging Strategy for Wales](#) and the Council's EV charging Strategy (**Schedule 1**) we must increase the provision of EV charging in Conwy County. Additionally, to align with the proposals to ban the sale of petrol and diesel cars and vans by 2035 and as more electric vehicles are produced and purchased in the County, increased charging provision needs to be made available, both on and off street and publically accessible.

## 3 REQUIREMENTS

Conwy County Borough Council (CCBC) is seeking to procure an Electric Vehicle Charge Point Operator (EVCPO), we can work in collaboration with, to increase the number of Electric Vehicle Charge Points (EVCPs) in the County. CCBC wishes to enter into a contract with a provider to:

- Jointly co-develop and agree an evidence based delivery plan to ensure Conwy's provision meets both the [Electric Vehicle Charging Strategy for Wales](#) and the Conwy EV charging strategy.
- Own and operate, safely install, and commission Electric Vehicle Charge Points (EVCPs) into the public realm on CCBC owned assets.
- For the duration of the contract, to be responsible for EVCPs, providing a high-quality maintenance and responsive repairs regime.
- Provide a full back-office and customer service including a bi-lingual call centre function to align with the responsive repairs regime.
- Take responsibility for CCBC's existing public EVCPs (existing charge points and Authority Assets listed in **Schedule 2**). The EVCPO may choose to replace and update the existing EVCPs as required at their own expense, in order to provide full and consistent operation as per agreed and expected service levels.
- Support the provision of workplace EVCPs for use by CCBC fleet vehicles for the recharging of electric vehicles at both public and workplace/Depot EVCPs.

Within the contract, the EVCPO shall provide EVCPs Goods, Services and Works including design, supply, installation, testing, commissioning, operation, maintenance, replacement and decommissioning of all infrastructure, equipment, systems and other components required to achieve the functionality and levels of performance specified.

CCBC will commit to working with the EVCPO to secure and invest any potential grant funding as contributions to the provision of the below ground infrastructure and ultimately retain full control/ownership of all below ground infrastructure (beyond those owned by the District Network Operators (DNO) detailed in **Schedule 3**) for all EVCPs within the contract.

For the duration of the contract, the EVCPO will retain ownership of the charging assets, taking responsibility for the installation, ownership and continued operation of all aspects of the EVCPs to ensure service levels are maintained.

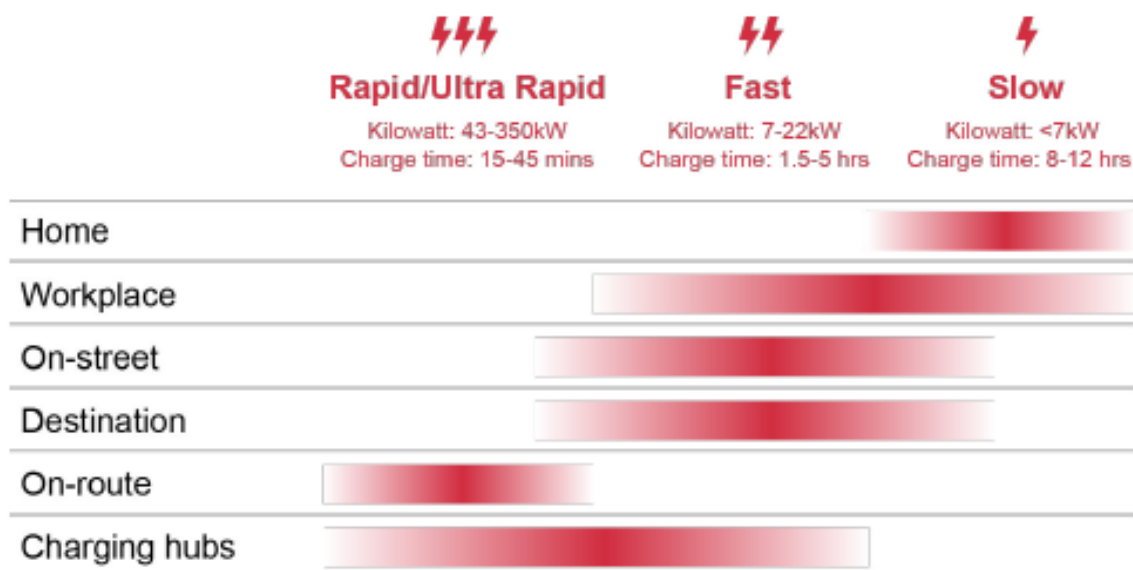
The provision of the service (hardware, software and the associated built environment) will need to conform to the [EV charging Infrastructure – Welsh National Standards](#) (see **Schedule 19**) and be PAS1899:2022 compliant.

The deliverables will need to conform to the jointly developed and agreed, evidence based delivery plan (and any SLAs/KPIs) to ensure Conwy's provision meets the [Electric Vehicle Charging Strategy for Wales](#) and any locally developed EV charging strategies or plans.

Within 6 months of award, CCBC and the EVCPO will co-develop an evidence based strategy and delivery plan for the duration of the contract. Within this, the Council and EVCPO will agree locations for new coverage, both in the more densely populated areas and towns, where the higher returns on investment are expected and locations that are more rural.

The above delivery plan and strategy will include the provision of the workplace EV charging requirements of CCBC to enable the transition to ULEV in our fleet. Such chargers will be subject to the preferential charging rate as fairly negotiated (see above and **Schedule 15**).

To align with the Electric Vehicle Charging Strategy for Wales and EV charging Infrastructure – Welsh National Standards we require agreed details and plans demonstrating a tailored approach that matches the type of charging infrastructure with projected usage:



The activities undertaken by the EVCPO in provision of the EVCPs generally comprise:

1. 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;
2. stakeholder liaison;
3. CCBC reporting (see **Schedule 7 and 9**);
4. for the installation and operation of EVCP at the agreed sites:
  - confirming and completing site leases(where appropriate);
  - detailed (final) planning and design;
  - obtaining any other necessary agreements and approvals;
  - securing a firm quotation for and finalising arrangements for new electricity supply connections; and
  - supply, installation, testing and commissioning of equipment, systems and associated infrastructure;
5. operating and maintaining the installed EVCPs (inclusive of customer servicing and interaction) and associated infrastructure and systems post-installation and for the remainder of each site lease term (at least 10 years), funded through the EVCPO's operation of each charging point on a commercial basis and without funding with the exception of any potential grant from CCBC; and
6. unless otherwise agreed with CCBC, decommissioning of the installed EVCPs and associated infrastructure and systems following the period of operation, and reinstatement of each site, funded through the EVCPO's operation of each charging point on a commercial basis and without further funding from CCBC.
7. The key activities inherent in the scope of work and CCBC's phasing of the activities are illustrated in **Schedule 4** Reliance on the completeness, accuracy and feasibility of the activities and timings indicated in **Schedule 4** is entirely at the EVCPO's risk.

#### **4 CUSTOMER SERVICE**

- Operating system must be bilingual – Welsh and English. All written information intended for end users must be provided equally in Welsh and English, and bilingual customer support offered.
- EVCPO required to provide a dedicated Account Manager and sufficient level of staffing resource throughout the duration of the contract to ensure a consistently delivered quality service to all Parties.
- For units of >8kW and to conform to current regulations, users must be able to pay without signing up to an EV charging software application/membership with contactless payments enabled. EVCPO is required to propose payment options/solutions for on-street residential charge points.
- The EVCPO is required to manage all aspects of the customer facing elements of managing a network of EVCPs.
- A free customer support facility should be available. This service is required to enable the reporting of faults and feedback on service provision etc. with customer feedback, fault repairs and performance recording/rating incorporated within the customer support function.
- EVCPO is required to work with CCBC to develop a communications and marketing strategy and plan to maximise recognition and awareness of the network to support and increase use.

- EVCPO is required to undertake consultation with relevant stakeholders (businesses/communities/local members/residents etc.) around location planning and proposals and installation works.
- EVCPO's staff assigned to delivery of EVCPs within the contract shall have the relevant qualifications and experience to deliver the Contract.
- EVCPO shall ensure that staff understand CCBC's vision and its objectives and will provide excellent customer service to users of the EVCPs and CCBC throughout the duration of the Contract.

## 5 CONTRACT PERIOD

The contract period will be for 10 years with the option for CCBC to extend by a further 3 years without re-tendering.

EVCPO is to detail proposals for a reasonable profit share arrangement and/or to calculate relevant payback for the duration of the contract period.

## 6 KEY MILESTONES

The Potential Provider should note the following requirements in regards to the first 6 months of the contract:

| Milestone | Description  | Timeframe                                  |
|-----------|--|--|
| 1         | Provision of named contract manager and point of contact   | Within week 1 of Contract Award            |
| 2         | Provision of a handover plan for the existing EVCP network   | Within week 10 of Contract Award           |
| 3         | Confirm completion of handover   | Within 4 months of Contract Award          |
| 4         | Provision of a detailed plan for installation of EVCP within any grant funding for 24/25   | Within 4-6 weeks of award                  |
| 5         | Detailed delivery programme for any sites identified and committed as part of a bid for any potential grant for 25/26 based on the locations and infrastructure submitted in any bid                               | Within 3 months of award                   |
| 6         | Finalization and sign off a jointly agreed, co-developed, evidence based strategy and delivery plan for the duration of the contract   | Within 6 months of award                   |
| 7         | The initial HSEQ plan shall be submitted to CCBC for review of the plan in the context of the Contract requirements and to provide comments, which the EVCPO shall address in a final version of the initial plan. | Within four weeks of the Commencement Date |
| 8         | The EVCPO will submit a comprehensive exit plan detailing all decommissioning, reinstatement and handover actions and considerations, including any proposed handover process documentation.                       | Within 3 months of award                   |

## 7 KEY ROLES / PERSONNEL

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

- the Principal Designer appointed by CCBC in accordance with The Construction (Design and Management) Regulations 2015;
- the Principal Contractor appointed by CCBC in accordance with The Construction (Design and Management) Regulations 2015; and
- the operator as defined in The Automated and Vehicles Act 2018 and any regulations made under the Act.

Other identified key roles are below and roles B-F may be combined with the same individual performing one or more roles:

- a. Project director, who shall:
  - be a director within the EVCPO's organisation;
  - be accountable within the EVCPO's organisation for the delivery of the EVCPO's obligations under the Contract;
  - sponsor resolution of issues raised by CCBC or the EVCPO's project manager;
- b. Project manager, who shall:
  - 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;
  - be responsible within the EVCPO's organisation for the delivery of the EVCPO's obligations and the management of the EVCPO's risks under the Contract;
  - be CCBC's key point of contact within the EVCPO's organisation; and
  - be aware of and able to report the current status of all activities within the EVCPO's Implementation Plan to WCBC at all times;
- c. Design manager, who shall:
  - co-ordinate the EVCPO's undertaking of the role and duties of principal designer;
- d. Construction manager, who shall:
  - co-ordinate the EVCPO's undertaking of the role and duties of principal contractor;
- e. Operations manager, who shall:
  - be responsible for the day-to-day operation and maintenance of the installed charge points; and
- f. Other personnel, as nominated by the EVCPO, who are necessary to assure:
  - delivery of the EVCPO's obligations under the Contract;
  - the health, safety and wellbeing of all persons affected by the activities described in the Contract;
  - the quality of Goods and/or Services; and
  - resilience and succession planning within the EVCPO's delivery team.

## 8. CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

CCBC is the sole client for the purposes of the Construction (Design and Management) Regulations 2015. CCBC's arrangements for the management of the Contract during the Contract Period, including health, safety and welfare, are summarised in **Schedule 5**.

CCBC will appoint the EVCPO as Principal Designer and Principal Contractor for the Contract in accordance with the Construction Design and Management Regulations 2015. The EVCPO shall accept and acknowledge CCBC's appointments of the EVCPO as Principal Designer and Principal Contractor in writing within two weeks of receipt of CCBC's Letter of Contract Award.

In undertaking the roles and duties of principal designer and principal contractor, the EVCPO 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 CCBC.

## 9 INSTALLATIONS / IMPLEMENTATION

### a. EVCP forward plan and strategy

The successful EVCPO will agree to work in conjunction with CCBC, to develop a forward programme for the period of the contract, to meet all current and future charging requirements including suitable locations and ensuring equality of access for communities with lower population densities. We will expect to negotiate future locations for inclusion in the strategy in partnership, recognizing the commercial requirements of the organization and with CCBC having influence on locations in line with the objectives of its Strategy, requests and need.

The maintenance functions will cover an expanding inventory of charging points and the EVCPO will provide the full fault resolution, maintenance and servicing function for all units.

The expectation is that the EVCPO assumes all responsibility for the existing EVCPs installed by CCBC as detailed in **Schedule 2**. The EVCPO may choose to operate the existing chargers or replace them with their own charger type. Any financial or resource implications will be liable to the EVCPO. Once all units are operational, the KPIs/SLAs within the contract will also apply to these units.

### b. Locations / Volumes

CCBC requires the EVCPO to provide and operate EV charging solutions in the following different scenarios, please provide agreement and / or briefly outline proposals to indicate how the EVCPO will meet this requirement:-

- **Public locations not on-street** – installation on council owned assets in locations that are accessible to the public but not necessarily on-street destinations e.g. community hubs, leisure and education sites.
- **CCBC Fleet and locations** – installation of EV chargers on CCBC land / buildings to service CCBC vehicles and enable expansion of / transition to EVs as required.
- **Public car parks** – development of EVCPs within CCBC's existing car parks.
- **On street** – installation of solutions which meet the needs of areas where residents have no or very low levels of access to off street parking or in areas where on-street parking facilities exist, such as promenades and town centre locations.
- **Less populated areas** – installation in more rural and semi-rural locations, with a variety of capacity chargers.
- The volume of units will vary and will depend on the jointly agreed, co-developed and jointly agreed, evidence based strategy and delivery plan for the duration of the contract. The potential provider need to confirm they are able to fulfil the requirements in the forward plan at progress meetings.

### c. Implementation plan

For all agreed installations as regards the ULEVTF and ongoing installations agreed through the co-developed and evidence based strategy and delivery plan for the duration of the contract the EVCPO is required to develop annual implementation plans detailing:

- i. Milestones and Milestone Dates which reflect the stage gate reviews at the end of each of the delivery phases, which are illustrated in **Schedule 6**.
- ii. The key activities that the EVCPO will undertake and the outputs that the EVCPO will produce during each of the aforementioned delivery phases, including the particular activities and outputs identified within the specific obligations below.

The EVCPO shall keep the initial Implementation Plan updated to include the EVCPO's activities and outputs with respect to each agreed site pertaining to installation and operation of new charge points when further information becomes available and in advance of:

- Programme stage gate review meetings
- Progress meetings

The Implementation Plan should be easy to visualise and outline a delivery pathway plan (e.g. Gantt) with each activity and expected output identified, numbered and given a short title with a clear start date, finish date, and duration. In planning and scheduling all activities and outputs, the EVCPO should seek to minimise the overall duration and disruption of the works in so far as is practicable.

### d. Compliance

All EVCPs installed must be accessible for all users and PAS1899:2022 compliant.

The EVCPO is required to ensure that all units are OCCP compliant – offering details of the proposed make/models and how they conform to relevant PAS and Consumer regulations.

Where Traffic regulation orders (TRO) are identified as necessary to ensure continuous access for all users to the chargers, CCBC will be responsible for the creation of the TRO and any costs associated with the process.

### e. On-Street EVCPs

The EVCPO is required to provide details of their ability to provide potential on-street charging technologies (i.e. pillars, lamppost, gullies etc.) to meet the need for on-street solutions. This may require the services of a third party or sub-contractor and all requirements within the contract shall apply with all responsibility for ensuring compliance falling to the EVCPO.

EVCPO is required to detail proposed payment options/solutions for on-street residential charge points.

The specific locations for on-street EVCPs to be co-developed with officers and elected members on a case by case basis to ensure the identified solutions and locations are acceptable hence the requirement to detail ability to provide solutions only at this stage. The identification and negotiations as to acceptable final locations/solutions will form part of the process for co-development of a jointly agreed, evidence based strategy and delivery plan for the duration of the contract.

### f. District Network Operator (DNO), Independent Connection Providers (ICPs) or Independent Distribution Network Operators (IDNOs).

EVCPO to take full ownership and progress of the application process as regards contacting the DNO, ICPs or IDNOs, to establish capacity, secure quotes, identify costs and the oversight and management of all activity to secure any necessary connections and/or upgrades at all locations. CCBC will endeavour to



pursue WG grant funding for the DNO cost. The EVCPO will work with CCBC find a suitable alternative funding solution if WG funding is not available.

**g. Opening permit / Traffic Management and Apparatus in the Highways regulations / Planning permission**

EVCPO to cover all processes, statutory and non-statutory, and costs associated with installation of the equipment in all locations.

**10. HEALTH, SAFETY, ENVIRONMENTAL AND QUALITY (HSEQ) MANAGEMENT**

The EVCPO shall prepare and implement a Contract-specific health, safety, environmental and quality (HSEQ) plan that shall detail the EVCPO's arrangements for the management of health, safety, the environment and quality during the Contract Period. The EVCPO will be required to either already have or commit to holding accreditation to ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018.

The EVCPO's HSEQ plan shall be prepared and updated for each of the Contract delivery phases identified in **Schedule 4**.

The initial HSEQ plan shall be submitted to CCBC within four weeks of the Commencement Date for CCBC to review the plan in the context of the Contract requirements and to provide comments, which the EVCPO shall address in a final version of the initial plan.

Subsequent updates to the HSEQ plan shall be submitted to CCBC as part of the stage gate review which precedes the next Contract delivery phase for CCBC to review the plan in the context of the Contract requirements and to provide comments which the EVCPO shall address in a final version of each updated plan.

The EVCPO's Contract-specific HSEQ plan shall incorporate the safety and quality methodologies and commitments identified by the EVCPO during tendering and the following items:

The EVCPO'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 EVCPO's own staff responsible for overseeing each activity and output;
- v. identification of the EVCPO's sub-contractors including their roles in carrying out the Contract and contact details, as detailed in **Schedule 16**.

The EVCPO'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 EVCPO's Continuous Improvement Plan).

The EVCPO'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 CCBC or a third party.

## **11. PROGRESS MONITORING AND REPORTING**

Following award of the contract CCBC will use Stage Gate reviews with regards to any sites identified / selected for the installation and operation of EVCPs and whether they are suitable to be taken forward to the delivery phase.

The EVCPO shall co-ordinate, attend and provide information to support stage gate reviews in accordance with the requirements of Schedule 6.

The EVCPO shall attend and actively contribute to the following meetings:

- A Contract start-up meeting within two weeks of Contract award.
- Within years 1 - 3 - monthly progress meetings to include performance review
- Subsequent years – monthly/quarterly progress meetings to include performance review as required
- As required for stage gate phases

These start-up and progress meetings shall follow the agenda and protocols set out in **Schedule 7**. CCBC will record all actions agreed during progress meetings and issue these notes to all meeting attendees within one week of the meeting.

## **12. HEALTH AND SAFETY INCIDENT REPORTING**

The EVCPO shall comply with the requirements of CCBC's procedure documents for Accident and Incident Reporting. All incidents should be reported by the Principal Contractor to CCBC's project manager. The requirement is that incidents should be reported within 5 days of it occurring; however, any serious

accident or incident must be reported to CCBC's project manager immediately. Any change to this time period must be agreed with CCBC.

If any incident occurs that the EVCPO considers is not within the remit of the CCBC specific documentation then the EVCPO shall notify CCBC of the incident and be advised by them if any further action is required.

Any document that would otherwise fall to be disclosed by the EVCPO to CCBC may be withheld by the EVCPO provided the EVCPO's legal advisor confirms to CCBC that the document is:

- a confidential communication between the EVCPO 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 EVCPO; or
- a confidential communication between the EVCPO 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).

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

### **13. PERFORMANCE REPORTING**

CCBC will use a system of Key Performance Indicators (KPIs) to monitor Performance, these are defined in **Schedule 9**.

The KPIs link to Service Level Agreements (SLA) which link to payments (see **Schedule 9**).

The EVCPO is required to establish and all parties to agree, a robust system of customer feedback, fault reporting, fault resolution and performance monitoring within the customer support function of the operation.

This reporting and performance monitoring system will form the basis for assessment against delivery of the SLAs and KPIs and the EVCPO is required to prepare and submit reports to CCBC for approval every three months during the contract period in accordance with the requirements of **Schedule 9**.

KPIs to be measured quarterly (every 3 months) and KPI reports to be submitted by the EVCPO within the timeframes for the identified quarterly meetings within the progress meetings schedule. EVCPO and CCBC will discuss and agree KPI report each quarter.

### **14. SERVICE CREDITS**

CCBC will use the KPI performance reporting to assess level of service, which will be used to monitor and assess the overall performance of the EVCPO.

The performance of the EVCPO will be assessed according to the parameters outlined in **Schedule 9**.

The system of Service Credits will be applied according to the procedure detailed in **Schedule 9**.

### **15. NOTICES AND COMMUNICATIONS**

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.

The EVCPO shall issue all notices, communications and submissions for Approval to CCBC Authorised Representative.

CCBC Authorised Representative for the purposes of sending notices and communications to the EVCPO, and receiving notices or communications from the EVCPO is identified in Clause 34 of the contract.

CCBC Authorised Representative may delegate responsibility for the sending and receiving of notices at any time during the Contract Period by giving the EVCPO written notice of:

- CCBC Authorised Representative's nominated delegate; and
- the extent to which CCBC Authorised Representative is delegating the responsibilities of CCBC Authorised Representative.

## 16. PUBLICITY

The EVCPO shall not without the written consent of CCBC:

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

## 17. SPECIFIC OBLIGATIONS

### *a. Site Identification*

For the sites identified in **Schedule 2**, and going forward, within the co-developed and jointly agreed, evidence based strategy and delivery plan for the duration of the contract, the EVCPO shall:

- confirm the deliverability of the sites for the installation and/or operation of EVCPs which meet the minimum requirements identified in **Schedule 10**;
- establish the feasibility of installing and operating an EVCP in accordance with the requirements of the Contract at each of the identified sites, electricity network operators and any other relevant parties; and
- participate in CCBC's stage gate review of site viability and the delivery in accordance with **Schedule 6**.

### *b. Site Delivery Planning*

For the development of any future funding bids the EVCPO will obtain a budget estimate for the DNO to ensure an electricity supply, that is consistent, reliable and of sufficient power to service the charge point when it is operating at its maximum capacity. Following this, they will need to obtain firm quotations for the cost of DNO connection and allow time and resource in their programme to manage this process, working with the DNOs to deliver power to their feeder pillar and charge point. Details as regards the DNO and connections are contained in **Schedule 3**.

During the Contract start up meeting, both parties will agree responsibilities and procedures to ensure the supply of a site which meets the conditions described in **Schedule 10**, so that the parking bay surface is suitable for the application of bay markings and EV charging surface logos, by the EVCPO, as required by CCBC.

CCBC will potentially provide contributions towards the cost of connectivity to each Approved operational EVCP unit specified in **Schedule 2**. CCBC will endeavour to pursue WG grant funding for the DNO cost. The EVCPO will work with CCBC find a suitable alternative funding solution if WG funding is not available.

For each site confirmed for the installation and/or operation of an EVCP within both **Schedule 2** and to meet the stage gate reviews (as per **Schedule 6**) for any sites identified in the co-developed and jointly agreed, evidence based strategy and delivery plan, the EVCPO shall:

- secure permissions for access to the sites (including on-street locations) for the purposes of completing the detailed design for the site and construction planning;
- obtain planning permission(s), for all equipment and the associated infrastructure, where required (if chargers are >1.6m in height), at the specified location (to include any legal fees associated with gaining necessary planning permissions);
- complete the detailed design for the site in accordance with the requirements of **Schedule 11** and **Schedule 12**;
- secure a firm quotation and manage the arrangement with the DNO to secure the installation of the required electricity supply connection. Where this quotation varies from any initial quotation obtained by CCBC, this should immediately be brought to the attention of CCBC's project manager. This relates to both the Non-Contestable and Contestable elements of the Connection Works. The EVCPO must demonstrate best value for money to CCBC for the contestable works element. This may be demonstrated through the EVCPO or a third party as part of the EVCPO's supply chain undertaking the contestable works element.
- design of signage, bay markings, bollards and any other civils works associated with the provision of the EVCP, as detailed in **Schedule 11**.
- prepare a design report which sets out the scope of construction works to be undertaken, and where necessary incorporates pre-construction information, a construction phase plan, and an updated site delivery risk assessment.
- commence preparation of the health and safety file for the site in accordance with **Schedule 14**; and
- participate in CCBC's stage gate review of the design report in accordance with **Schedule 6** to confirm the continued viability of the site and the completion of all legal processes and design activities ahead of site delivery.

### c. Site Delivery

For each site which is Approved for delivery of a EVCP by CCBC at the preceding stage gate review and subject to confirmation of the lease in accordance with **Schedule 13**, the EVCPO shall:

- complete the installation, electrical connection, testing and commissioning of the new charge point and associated infrastructure in accordance with the Approved design and construction phase plan;
- complete the health and safety file for the site in accordance with **Schedule 14**;
- complete a Maintenance Plan for the site in accordance with **Schedule 15**;
- participate in CCBC's stage gate review of the installed site and health and safety file in accordance with **Schedule 6** to confirm that all CCBC's operational and technical requirements have been met for site operation.

## 18. SITE OPERATIONS AND MAINTENANCE

### a. Operation

- All units to be operational for a minimum of 98% uptime or as required through the Public Charge Point Regulations 2023.
- **Compatible with existing charging units** – The EVCPO will agree to make every endeavour to ensure that they are in a position to assume responsibility for and operate CCBC's existing EV charging units and/or replace them as required

- **Fault resolution** – provide a clear procedure for management of faulty and inoperative units including target timeframes for repair.
- The EVCPO's access to and use of the sites shall be governed by the conditions of the relevant lease and under-lease. For each site which is Approved for operation of an EVCP by CCBC at the preceding stage gate review and subject to completion of the lease and under-lease in accordance with **Schedule 13**, the EVCPO shall:
  - i. operate and retain responsibility for the maintenance of the charge point and associated infrastructure for the remainder of the contract term (at least 10 years) in accordance with the conditions of the contract, and the requirements of **Schedule 15**;
  - ii. unless otherwise agreed in writing with CCBC, prepare a site decommissioning and reinstatement plan in accordance with **Schedule 16** for submission to CCBC twelve months before the end of the operational period; and
  - iii. participate in CCBC's stage gate review of the site decommissioning and reinstatement plan in accordance with **Schedule 6** to confirm CCBC's requirements for site decommissioning and reinstatement;

## 19. CONTRACT CLOSE-OUT

- Should the Organisation be unsuccessful in the subsequent re-tendering process following contract end, we require a prior agreed process for decommissioning and reinstatement of the sites - submission to include an outline of the proposed procedure.
- Details of termination – based on the expected procedure to be detailed in the tender submission, within 3 months of award, the EVCPO will submit a comprehensive exit plan detailing all decommissioning, reinstatement and handover actions and considerations, including any proposed handover process documentation.
- For each site which is approved for decommissioning and reinstatement by CCBC at the preceding stage gate review, the EVCPO shall decommission and reinstate the site in accordance with the approved site decommissioning and reinstatement plan.
- Such decommissioning and reinstatement of the site shall take place before the end of the operational period within the contract.
- Decommissioning and reinstatement of the site shall be funded by the EVCPO and without further funding from CCBC.

## 20. PRICING AND VARIATIONS

### a. Charge Point Provision

The provision of the charge point infrastructure (above ground) will be funded through the EVCPO's operation of the charge points on a commercial basis and without any funding from CCBC.

Where possible CCBC commits to leading on potential grant funding applications in partnership with the EVCPO to support the delivery of the jointly agreed, co-developed, evidence based strategy and delivery plan for the duration of the contract.

The EVCPO's pricing should be submitted in a clear and specific pricing schedule – to be used for grant funding application purposes and as a guide to third parties for any requests CCBC receives that fall outside of the contract arrangements.

The EVCPO will deliver the EVCPs chargers already committed within our current Ultra Low Emissions Vehicle Transformation Fund (ULEVTF) grant for 25/26. The requirement is the delivery, of chargers at Llanfairfechen, Watling Street, Plas yn Dre and York Road car parks. Charger types will be in agreement between the EVCPO and CCBC.

Within the first 4-6 weeks of contract, CCBC requires the EVCPO to submit a programme of installation pertaining to the delivery of EVCPs and associated infrastructure as detailed above for ULEVTF award.

The EVCPO will cover all costs associated with fault resolution, servicing, insurance cover, repair and maintenance of the units installed and sites.

Any other costs associated with the provision of the agreed EVCPs, for the lifetime of the contract, beyond any potentially available grant funded contributions will be borne by the contract holder.

#### **b. Connection Works**

CCBC is willing to potentially contribute funding towards the cost of non-contestable and contestable connection works dependent on grant allocations and up to a prior agreed value based on secured grant funding to support the delivery of the co-developed and jointly agreed, evidence based strategy and delivery plan and the installation of EVCPs at Approved locations.

The EVCPO must demonstrate best value for money to CCBC for the contestable works element. This may be demonstrated through the EVCPO or a third party as part of the EVCPO's supply chain undertaking the contestable works element.

CCBC will retain ownership of all underground services (beyond those owned by the DNO) resulting from any installations.

At all sites, the EVCPO will manage the process, make DNO payments and then seek re-imbursement of any potential contribution, by prior agreement with CCBC (see **Schedule 8**)

#### **c. Landowners income share (Rent)**

Where applicable the lease arrangements (refer to **Schedule 13** and **Schedule 18**) will outline an approach through which CCBC are paid a rent by the EVCPO throughout the concession.

EVCPOs should state a minimum % of gross revenue they would offer to CCBC, expressed as a £/kWh figure. This will then be included in the lease agreement, which also includes for a £1 peppercorn payment to be made.

#### **d. Variation Procedure**

For details of the Variation Procedure to be used please, see Clause 17 of the contract.