

TORBAY COUNCIL

Part 2 Specification

Contract Reference

TPL6621

Contract Title

**Owners Agent / Technical Adviser for
Brokenbury and Nightingale Park Solar
Farms**

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1. Overall Scope and Nature of the Requirement

- 1.1 Torbay Council is intending to provide two separate solar developments within Torbay. One is at a site known as Brokenbury which will be approximately 2MWP and the other will be at a site known as Nightingale Park which will be approximately 3.2MWP. Both are private wire schemes with the intention to provide power to SWW adjacent to Brokenbury and the South Devon NHS Trust close to Nightingale Park.
- 1.2 As part of the development process the Council is looking to appoint an Owners Agent/Technical Adviser to carry out the roles specified in section 3.
- 1.3 As part of its previously carried out work the Council has applied for Planning permission for Brokenbury with a decision expected in December 2021. The Council has carried out feasibility studies for each site. A planning application is due to be submitted by November 2021 for Nightingale Park.
- 1.4 The Owners Agent will be expected to assist the Council through the various stages to site completion and monitoring.

2. Specific Requirements

Owner's Engineer (OE) Scope of Work

Stage 1 - Project Consents Review

The Owner's Engineer will carry out a review of the required project agreements, give an opinion on buildability of the project and make recommendations to ease the project delivery. This will include a review of:

1. Planning Permission and conditions (expected December 2021 for Brokenbury and a planning application is to be submitted by November 2021 for Nightingale Park)
2. PPA Heads of Terms with South West Water (currently being negotiated and the successful OE will be required to provide a technical input within this process)
3. Grid Connection Offer (received in September 2021 for Brokenbury and being reviewed by a separate consultant. With Nightingale Park a grid application and review of the offer will need to be carried out by the appointed OE)
4. Wayleaves and cable routes

Stage 2 – EPC and O&M Technical Scope

The Owner's Engineer will develop a technical scope of works for the EPC (Engineering Procurement and Construction) Contractor for delivering a successful project. This will include:

1. A technical specification reflecting the consents, the Council's requirements and the Owner's Engineer's expertise and experience. This will include a testing program for the project acceptance.
2. Input into the Council's construction contract documents from a technical perspective including a requirement for the EPC Contractor to carry out the geotechnical, earthing and hydrology studies for the PV Plant's construction.
3. Input into the Operation and Maintenance Scope including:
 - a. Monitoring
 - b. Preventative Maintenance
 - c. Reactive maintenance and
 - d. Reporting
 - e. O&M Availability guarantee
4. Providing input regarding normal practice for key performance indicators, setting of timescales and performance testing and Performance Ratio Guarantee together with providing industry standard values for setting liquidated damages and caps for late delivery and / or underperformance.

Stage 3a – Tender Support, Review and Health Check

After the tender is issued by the Council to the EPC Contractors, the Owner's Engineer will provide support through a Q&A process, answering the tenderers questions as they arise.

The tenderer will also support the Council in the development of a Balanced Scorecard (or similar) to review the quality of tender submissions.

On submission of the tenders, the Owner's Engineer will carry out a review of the tender designs and ask any clarification questions required. Any red flags will be discussed with the Council and the Balanced Scorecard completed (from a technical perspective) for all of the prospective tenderers.

At this stage, the Owner's Engineer will provide an update and "health check" of the project.

[You should price this stage based on an estimate of 3 tenders being received with a price to be added / subtracted for addition / fewer submissions].

Stage 3b – Contract Support

Once the preferred supplier has been appointed, the Owner's Engineer will support the Council in concluding the Contract with the preferred EPC Contractor. This will involve providing technical support and industry knowledge on what "good industry practice" is and ensuring that is what the EPC and O&M contracts should deliver to the Council.

This section will also involve a review of the final EPC and O&M contracts prior to signature by the Council.

[You should assume your support with one Contractor for this stage.]

Stage 4 – Design Review (Option)

The Owner's Engineer will price to carry out a review of the EPC Contractor's submitted construction design including a check of:

1. The electrical system (including earthing and protection)
2. The PV support structure (including loading calculations and selected piling methodology vs the geotechnical studies)
3. The civil works including location of roads, substations etc. with respect to the site's geotechnical and hydrology studies
4. The auxiliary systems such as communications, SCADA and security systems.

Stage 5 – Construction Supervision

The Owner's Engineer will provide periodic inspections of the project. We anticipate approximately 8 site inspections during construction (with a brief site report) and a further inspection at Provisional Acceptance.

[Please price this stage on a per visit basis.]

Stage 6 – PAC Review

The Owner's Engineer will review sign-off and provide a report concerning the successful completion of the pre-requisites for Provisional Acceptance including:

1. Provisional Acceptance testing
2. As-built documentation
3. Punch List closure and development of a "Minor Defects List" if any items are to be allowed to be repaired during the defects warranty period
4. Checking of operation of the monitoring and security systems
5. Transfer of third party warranties to the Council.

Stage 7 – O&M Review (Option)

The Owner's Engineer will do four desktop reviews of the Operation and Maintenance being provided by the Contractor (one every 6 months for the 2 year warranty period) and 2 site visits. One at the first operating year and the second 3 months before the end of the second year operating period.

A report will be provided for each review and in particular any open Minor Defects or potential new defects viewed during the second site visit will be raised with the EPC Contractor and the Owner's Engineer will support the council in closing such defect out.

Other OE Bid Requirements

Please ensure your bid includes the following items:

- Payment milestones related to completion of the stages noted above.
- Ability for the Client to terminate the contract should the project not proceed for any reason. In such cases Client should pay the OE for completed milestones and any partial work completed.

3. Contract and Performance Review Requirements

- 3.1 The OE will report on a bi-weekly basis to the Development Manager on progress through each stage set out in Section 3.

4. Invoicing

- 4.1 A purchase order will be raised for each completed stage of each project
- 4.2 The Council's payment terms are 30 days from receipt of an undisputed invoice.
- 4.3 Invoices must be submitted electronically to **invoices@torbay.gov.uk** and copied to the Project Lead.
- 4.4 All invoices must include a breakdown of the work completed and a valid purchase order number.
- 4.5 Invoices which do not include a valid purchase order number will be returned.
- 4.6 The Council reserves the right to terminate the contract should the project not proceed for any reason. In such cases the Council will pay the OE for completed milestones and any partial work completed.

5. Added Value

5.1 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

5.2 Social Value, Sustainability, Environmental Considerations

5.2.1 The Authority is seeking a Provider who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Community and Corporate Plan 2019-23:

<http://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

5.2.2 Applicants should take into account the following key areas in formulating their response:

- a) Volunteering time dedicated to support local community projects
- b) To identify and manage the risks of modern slavery and other relevant requirements
- c) Career talks, curriculum support, literacy support, safety talks delivered to local schools and colleges
- d) More use of sustainable energy sources in local industrial processes and business operations (e.g., renewable energy)
- e) Monetary contributions to offset equivalent tonnes of carbon where carbon cannot be reduced within the Contract's timeframe
- f) Innovative measures to safeguard the environment and respond to the climate emergency.

6. Scope and Nature of Possible Modifications or Options

- 6.1 Should the private wire schemes not be agreed with the end users (in this case SWW and the NHS) Torbay Council may wish to provide solar power generated from each scheme direct into the grid rather than using a private wire to a specific end user. The appointed Owner's Agent will be required to support this change.
- 6.2 This will require a review of the process with the Distribution Network Operator. An amended brief and subsequent calculated costs from such a change would need to be considered at that point.
- 6.3 The Council reserves the right to terminate the Contract should the project not proceed for any reason. In such cases the Council will pay the OE for completed milestones and any partial work completed.

7. Awarding the Contract on Behalf of Other Contracting Authorities

- 7.1 The Authority is not purchasing on behalf of other contracting authorities.
- 7.2 The Contract will be managed by TDA on behalf of Torbay Council.