

# Engineering, procurement and construction — engagement letter

Application reference	TAC-2026-0005
Project	Port Gabriella Storage Scheme
Developer / client	Bernier LLC SPV Ltd
Parent developer	Legros, Howe and Rodriguez
Document (as filed)	EPC Engagement Letter 4
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**To:** Bernier LLC SPV Ltd

**Attn:** Project director — delivery

**Re:** Port Gabriella Storage Scheme (TAC-2026-0005)

We, Harbourbeck Construction & Energy Limited (“Contractor”), are pleased to set out the basis on which we will progress pre-construction services and, subject to contract, full EPC delivery for the solar\_pv scheme at Haltom City Site: 550 Hardy Lake, Haleyshire. This letter supplements the connection application pack and is intended to evidence commercial engagement for lender and operator diligence.

## 1. Background and reliance

The Client is developing Port Gabriella Storage Scheme with a target export capability of 35 MW (export) at Wolftown BSP - 66 kV class interface. The Contractor has reviewed outline layouts, single-line diagrams, and the preliminary protection philosophy supplied under TAC-2026-0005. The parties acknowledge that the connection offer and any construction direction from the host network operator may impose further design constraints after financial close.

## 2. Appointment

The Client appoints the Contractor to provide the services described in section 3 on an exclusive basis until either (a) a full EPC contract is executed or (b) this letter is terminated in accordance with section 9. Until such EPC contract exists, fees are payable as set out in section 5.

### **3. Scope of services (pre-construction and EPC-ready)**

1. Detailed design development for generation plant, balance of plant, MV collection, and grid interface up to the demarcation point stated in the connection offer for Port Gabriella Storage Scheme.
2. Procurement planning, long-lead equipment reservation (transformers, inverters / PCS, switchgear), and construction methodology including laydown and access from the site address above.
3. HSE planning, construction phase plan outline, and quality plan aligned to CDM 2015 and Client governance.
4. Commissioning strategy including energisation sequence, witness tests, and handover data packs for operations.

#### **3A. Exclusions (unless added by change instruction)**

- Offshore transmission, shared cable corridors outside the red-line boundary, and reinforcement works upstream of the point of connection.
- Development consent beyond the planning position declared in the application, and any section agreement not yet in agreed form.
- Lender step-in mechanics — the Contractor will co-operate with reasonable information requests but does not assume advisory duties to funders.

#### 4. Programme milestones

The following dates are planning assumptions for TAC-2026-0005 and will be baselined at EPC contract signature. They are stated to support readiness reviews and evidence that delivery windows have been socialised with the supply chain.

Milestone	Target window	Dependencies
Notice to proceed (NTP)	T0 + 8 weeks	Financial close, insurances, and land access in force.
Mechanical completion (MC)	T0 + 22 months	Equipment deliveries, civils, and primary electrical installation.
Energisation / first export	T0 + 28 months	Grid compliance tests, protection witness, and DNO / TO permissions.
Provisional acceptance (PAC)	T0 + 31 months	Snag closure, as-built records, and training to Client O&M.

The Contractor will maintain a critical-path report monthly and flag any float erosion attributable to connection offer changes, late land releases, or third-party reinforcement delays.

## 5. Commercial framework (headline terms)

Unless otherwise agreed, the Contractor proposes a lump-sum EPC price envelope subject to defined contingencies for ground conditions and for network study iterations. Pre-construction services will be invoiced monthly on a time-and-materials basis capped at an agreed ceiling, with fifty percent (50%) creditable against the EPC lump sum upon contract signature within nine (9) months of this letter.

The contractor is named, appointed for pre-construction services, and tied to design, procurement, HSE, commissioning, and handover scope.

Liquidated damages for delay to PAC shall not exceed a negotiated percentage of the contract price; bonus milestones may be included for early export capability where grid windows permit.

<b>Retention</b>	5% to PAC, one-half released at PAC, balance at FAC.
<b>VAT</b>	UK VAT rules as applicable; tax treatment of imported equipment per project structure.
<b>Currency</b>	Pounds sterling unless the EPC agreement specifies dual-currency tranches for major equipment.

## **6. Liens, performance security, and subcontracting**

The Contractor shall not assert statutory or contractual liens over Client assets except where payment is demonstrably overdue and unresolved for thirty (30) days after notice. Performance security shall be provided in the form of an on-demand bond for a percentage of the contract price as agreed in the EPC contract. Major subcontractors for electrical and civils packages require Client consent (not unreasonably withheld) where packages exceed agreed thresholds.

The letter is subject to contract and commercial terms remain indicative.

## **7. HSE, quality, and environmental compliance**

The Contractor will implement an ISO 45001-aligned safety management system, maintain design reviews under a gated technical assurance plan, and track environmental permit conditions including noise limits during construction and dust suppression on access routes.

## 8. Insurance

- Contractors' all risks including transit, offshore marine where not excluded, and advanced loss of profits as agreed.
- Employer's liability and public liability at not less than industry-standard limits for projects of this scale.
- Professional indemnity for design errors and omissions, maintained for the defect notification period.

## 9. Default and termination

Either party may terminate for material breach if uncured within thirty (30) days of written notice. Termination for convenience is permitted only as expressly set out in the EPC contract; prior to EPC signature, either party may terminate this engagement letter on fourteen (14) days' notice, paying fees due for accepted work to date.

## 10. Governing law and dispute resolution

This letter is governed by the laws of England and Wales. The parties will seek resolution in good faith, then mediation, prior to litigation in the courts of England and Wales.

## 11. Counterparts and signatures

For and on behalf of the Client

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

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

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

For and on behalf of the Contractor

**Harbourbeck Construction & Energy Limited**

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

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

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

## EPC Engagement Letter 4 — supporting appendix

This appendix (sheet 7) supplements TAC-2026-0005 for Port Gabriella Storage Scheme. It cross-references the declared export capability (35 MW (export)), the technology mix (solar\_pv), and the connection scope at Woftown BSP · 66 kV class interface. Figures in the operator-facing pack may supersede this extract where stamped “controlled copy”.

Workstream	Cross-ref	Operator review notes
Land & access	LA-7	Verify red-line, access rights, and any wayleave assumptions against latest survey.
Planning & consent	PC-7	Confirm commencement conditions and discharge of pre-commencement items.
Electrical design	EL-7	Align SLD, protection, and fault level study with latest DNO / TO model version.
Programme	PR-7	Critical path through reinforcement, primary plant, and commissioning tests.

Commissioning strategy is mentioned, but no accountable owners, witness-test dates, or energisation procedure are provided.

## EPC Engagement Letter 4 — supporting appendix

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Workstream	Cross-ref	Operator review notes
Land & access	LA-8	Verify red-line, access rights, and any wayleave assumptions against latest survey.
Planning & consent	PC-8	Confirm commencement conditions and discharge of pre-commencement items.
Electrical design	EL-8	Align SLD, protection, and fault level study with latest DNO / TO model version.
Programme	PR-8	Critical path through reinforcement, primary plant, and commissioning tests.