

Schedule 5

Construction Matters

Part 1) - Zone Data Sheets

Part 2) - Design and Construction Quality Plan(s)

Part 3) – Certificates

A *Certificate of Practical Completion

Issued by: Independent Certifier - [♦]

Address: [♦]

Service Provider: [Service Provider]

Address: [♦]

Authority: [Authority]

Address: [♦]

Issue date:

[Phase:]

Works:

Situated at:

Project Agreement dated:

Under the terms of the above-mentioned Project Agreement,

I/we certify that the Actual Completion Date (for Phase No. [♦]) of the Works was achieved on [♦].

To be signed by or for the issuer named above.

Signed.....

Independent Certifier

B Handback Certificate

Issued by: Authority Representative

Address: [♦]

Authority: [Authority]

Address: [♦]

Service Provider: [Service Provider]

Address: [♦]

Issue date:

Works:

Situated at:

Project Agreement dated:

I/we certify that the condition of the Facilities is in accordance with Paragraph 1 of Schedule 24 of above mentioned Project Agreement.

To be signed by or for the issuer named above.

Signed.....

[Authority]

C Service Providers Certificate of Compliance

Issued by: [Service Provider]

Address: [◆]

Authority: [the Authority]

Address: [◆]

Works: Development of the [◆] Site

Situated at: [◆]

Project Agreement dated [◆]

Under the terms of the aforementioned Project Agreement, we certify that the Works has been designed and meets the requirements of the applicable Zone Data Sheets, 1:50 loaded drawings, the relevant parts of the Authority Construction Requirements and the Service Providers Proposals and the latest signed off Reviewable Design Data (or as varied by the Change Protocol).

To be signed by or for the issuer named above.

Signed:

Issue Date:

D Certificate of Design Compliance

Issued by: [Architects] Limited

Address:

Service Provider:

Address:

Authority:

Address:

Trust:

Address:

Works:

Situated at:

Project Agreement dated:

Under the terms of the aforementioned Project Agreement,

We certify that the design of the work complies with the design that we have provided in accordance with our appointment dated

To be signed by or for the issuer named above.

Signed Partner/Director Issue date:

Part 4) - Energy Testing Procedure¹

1 Energy Efficiency of Facilities

- 1.1 For the purposes of this paragraph 1, an average year figure means the latest twenty (20) year annual average Heating Degree Day (as defined in the Payment Mechanism) figure available at the date which is two (2) years following the Actual Completion Date, calculated to a base of 18.5 degrees Celsius, as published by [DH Estates and Facilities for the [♦] area].
- 1.2 During the period of two (2) years following the Actual Completion Date, the parties shall monitor the actual energy consumption at the Facilities in accordance with the procedure set out in paragraph 2, with a view to establishing the Energy Thresholds for the purposes of the Payment Mechanism and ascertaining whether and to what extent the thermal and energy efficiency of the Facilities is in excess of [55] Giga Joules/100 m³ per year. If the average Heating Degree Day figure for the two (2) year period is either greater than 103% or less than 97% of the average year figure, then such monitoring shall continue until the earlier of:
- (a) such time as there has been a period of twenty-four (24) consecutive calendar months the Heating Degree Day figure for such period, when averaged, is neither greater than one hundred and three per cent (103%) nor less than ninety seven (97%) of the average year figure; and
 - (b) the date five (5) years after the Actual Completion Date.
- 1.3 If as a result of such monitoring there is any indication that the thermal and energy efficiency of the Facilities causes energy use exceeding [55] Giga Joules/100m³ per year, the parties shall investigate the matter to determine the cause of such failure either in the manner agreed between them or in such manner as may be determined in accordance with the Dispute Resolution Procedure.
- 1.4 The Service Provider shall, at its own cost install equipment to record and monitor energy consumption in the Facilities. Such equipment must be suitable to enable a detailed monitoring of the energy trends and consumption to allow analysis of the data collected to enable various matters, including:
- (a) comparisons to be made with the declared energy targets; and
 - (b) early warning of deviations from norms and malfunctions.
- 1.5 All information gathered in accordance with clause paragraph 1.4 shall be secured so that it is not lost or degraded as a result of any equipment or service malfunctions. In addition, such information shall be secured from any adjustment, modification or loss from any other source.

¹ To be reviewed on a project specific basis and made compatible with the Energy Management Service Specification.

- 1.6 If following any investigation pursuant to paragraph 1.5, it is agreed by the parties or determined in accordance with the Dispute Resolution Procedure that such failure arises as a consequence of the design and construction of the Facilities by the Service Provider failing to achieve a thermal and energy efficiency of equal to or less than [55] Giga Joules/100m³ per year then.
- (a) to the extent that such failure arises as a consequence of the design and/or construction of the Facilities by the Service Provider, the Service Provider shall compensate the Authority for any costs, losses or expenses incurred by the Authority as a result of such failure, during the period of monitoring referred to in this paragraph 1, and;
 - (b) the Authority, acting reasonably, shall require that the Service Provider shall (at its own expense) procure that such additional work or other remedial work is carried out to remedy the relevant defect, or otherwise compensate the Authority in a manner approved by the Authority (such approval not to be unreasonably withheld or delayed);
 - (c) where the solution selected by the Authority is compensation;
 - (d) the Authority should not as a consequence face any additional liability upon early termination of this Agreement and the provisions of Schedule 22 (*Compensation on Termination*) shall be amended as necessary to achieve this, and;
 - (e) such compensation shall be a sum equal to the cost to the Authority of procuring the excess energy predicted to be consumed by it as a result of the relevant defect until the end of the Contract Period, taking into consideration the likely future cost of energy sources, as determined by an appropriately qualified representative of [CIBSE]. Provided that the cost of such opinion shall be borne by the Service Provider. The lump sum compensation payment shall be calculated at a discount rate of three and a half per cent (3.5%) real.

2 Energy Testing Procedure

- 2.1 No later than ten (10) Business Days after the end of each month during the Initial Period, the Service Provider shall provide an energy report for the Facilities to the Authority in respect of that calendar month each report being an **Energy Report**.
- 2.2 Each Energy Report shall contain:
- (a) an accurate record of the readings from each of the Energy Meters (when installed) and operational in accordance with paragraph 1;
 - (b) data to enable comparisons to be made with declared Annual Energy Target;
 - (c) data to give early warning of deviations from Energy consumption norms and malfunctions, including leak detection and trend analysis

- (d) a report on the usage of Energy in the Facilities, including measurement of the thermal efficiency for all metered major plant and equipment and operational efficiency of distribution systems to ensure continued optimum performance; and
- (e) the Heating Degree Day Data, if published, for the period to which the Energy Report relates, or any previous Energy Report (for which the Heating Degree Day Data has not previously been provided to the Authority under paragraph 2.1) relates.

2.3 Be provided in such a form as will enable the Authority to determine:

- (a) the volume of Energy recorded by each Energy Meter during the Initial Period;
- (b) the aggregate of all Energy consumed during the Initial Period;

the **Initial Period Energy Consumption Figure**;
- (c) the subdivision of the Initial Period Energy Consumption Figure into the amounts of Energy consumed in the forms of electricity, gas and fuel oil. [The reports for electricity will also include maximum demand.]

3 Agreeing the Initial Period Energy Consumption Figure

- 3.1 Within twenty (20) Business Days after delivery by the Service Provider of the Energy Report for the final month of the Initial Period, the Authority Representative and the Service Provider Representation shall meet and endeavour to agree the Initial Period Energy Consumption Figure for the Facilities, and the subdivision of the same referred to in paragraph 2.3.(c).
- 3.2 If the Authority and the Service Provider do not agree the Initial Period Energy Consumption Figure, or the subdivision thereof (or dispute the accuracy of an Energy Report relevant to the calculation of the Initial Period Energy Consumption Figure or the subdivisions thereof) within a further period of twenty (20) Business Days, the matter shall be referred by either party for resolution under the Dispute Resolution Procedure. Upon determination of any dispute referred to under this paragraph 3.2 the Initial Period Energy Consumption Figure for the Facilities, the subdivisions thereof and the terms of any disputed Energy Report shall be amended as necessary to reflect the determination of the Dispute Resolution Procedure.

4 Data Collection

- 4.1 The Service Provider shall be responsible for making all the necessary measurements and collecting the data required for the inputs required in order to calculate the Initial Period Energy Consumption Figure.
- 4.2 If, in order to obtain the data required to calculate the Initial Period Energy Consumption Figure, supplementary meters and other measuring equipment are required beyond those provided by the Utility Supplier in connection with the Utility Contracts, the Service Provider

shall supply, install and maintain at its cost such supplementary meters and measuring equipment.

- 4.3 Each meter will be connected to the building energy management systems (**BEMS**), which will provide KWh readings enabling monitoring, recording and data logging. The BEMS shall be configured to include Trend logs to record/display and calculate flows, totals and archives are to be set up to record the daily total for each energy and utility monitoring meter.
- 4.4 The meters and measuring instruments used for collecting the data used to calculate the Initial Period Energy Consumption Figure shall be calibrated periodically in accordance with Good Industry Practice to an appropriate measurement standard. The results of the calibration shall be forwarded to the Authority within [30] Business Days of completion.
- 4.5 The Service Provider will measure and monitor the volume of energy used and report the results to the Authority.

Part 5) - Care Functionality