# Energy Audit Grant Programme

**CONTRACT FOR ENERGY AUDIT SERVICES**

THIS CONTRACT (“the CONTRACT”) is entered into this \_\_\_\_ *day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *incorporated under the Companies Act and having* its

**<*Insert Name of Applicants Company here>***

principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Client”)

**<*Insert Address of Company here>***

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Consultant having his principal office located at

***<Insert name of energy auditor/firm here>***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(*hereinafter called *“the Consultant”).*

***<Insert address of energy auditor/firm here>***

WHEREAS,

1. The Client wishes to have the Consultant perform the Services
2. Conduct a Level 2 Energy Audit on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having

**<*Insert Name of Applicants Company here>***

its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**<*Insert Address of Applicants Company here>,***

*(*hereinafter called *“the Client”).* Hereinafter referred to as “the Services” which are

more particularly described in Annex A attached hereto.

1. The Consultant, has represented to the Client that it has the required professional skills, and personnel and technical resources,

the Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract;

DEFINITIONS

The following definitions shall apply to this Agreement

|  |  |
| --- | --- |
| 1. “**Level 2 Energy Audit**” | A comprehensive assessment of the energy usage of a facility. This assessment will review the mechanical and electrical systems, give details of building systems, measure key operating parameters, prepare an energy use breakdown, prioritize, measure and estimate implementation costs and prepare a financial evaluation |
| 1. **“Energy Audit Report”** | This report shall show the current energy usage of the Client’s facility and will detail the identified energy saving measures which are recommended to the Client by the Consultant to reduce energy costs. |

NOW THEREFORE IT IS HEREBY AGREED as follows:

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| --- | --- |
| **1. Services** | (i) The Consultant shall perform the Services and shall submit the Client’s reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.” |
| 2. Term | Subject to the provisions of Clause 15 The Consultant shall perform the Services during the period commencing \_\_\_\_ *day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, and continuing through \_\_\_\_ *day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, |
| 3. Payment | A. Ceiling  For Services rendered pursuant to Annex A, the amount to the Consultant shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Jamaican Dollars (J$\_\_\_\_\_\_\_\_\_\_\_\_\_).  Any taxes payable by the Consultant shall be the sole responsibility of the Consultant.  B. Schedule of Payments  The schedule of payments is specified below:  J$ \_\_\_\_\_\_\_\_\_\_\_\_ following signature of this contract;  J$\_\_\_\_\_\_\_\_\_\_\_\_\_ upon the approval of the completed Energy Audit Report;  J$ \_\_\_\_\_\_\_\_\_\_\_\_\_Total  C. Payment Conditions  Payment shall be made in *Jamaican Dollars (J$)* no later than 15 days following submission by the Consultant of invoices in duplicate to the Client. |
| **4. Performance Standards** | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory with justifiable reason. |
| **5. Confidentiality**  **6. Ownership of Material**  **7. Insurance**  **8. Law Governing Contract and Language**  **9. Dispute Resolution** | The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.  Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.  The Consultant will be responsible for taking out any appropriate insurance coverage.  The Contract shall be governed by the laws of Jamaica, and the language of the Contract shall be in English.  If any dispute arises between the parties hereto concerning the construction of this Agreement or the respective rights and liabilities arising hereunder, it shall first be referred to the Managing Director of each of the parties or such officers as they shall designate. If the dispute remains unresolved after discussions between the representatives aforesaid then the matter shall be referred to the Dispute Resolution Foundation for mediation. If the dispute remains unresolved after mediation then it shall be referred to a single arbitrator to be appointed by the President of the Jamaica Bar Association and the decision of the arbitration shall be final and binding. |
| **10. Extension of Term of Contract**  **12.Termination** | To the extent that the Consultant’s performance of any of the services delayed or prevented by causes beyond its control including but not limited to acts of god, strike, civil commotion, the Consultant shall be deemed not to be in default of its obligations hereunder and the term of the contract shall be extended by the period of delay.  This Contract shall terminate upon the expiration of the term referred to in Clause 2 provided, however, that it was not extended by the Contract of the Parties terminated earlier at the agreement of the parties or in the event of default in fourteen (14) days notice by either party to the other.  In the event of default the aggrieved party shall have the option of giving the defaulting party notice in writing fourteen (14) days failing which the agreement shall terminate.  Termination shall be without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination hereof. |

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

|  |  |
| --- | --- |
| FOR THE CLIENT:  Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  In the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | THE CONSULTANT  Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  In the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**List of Annexes**

Annex A: Consultants Terms of Reference, Scope of Services

Annex B: Consultants Quotation to Conduct Services

Annex C: Outline for Level 2 Energy Audit Report

*ANNEX A*

**Terms of Reference/ Scope of Work**

**For**

**Energy Auditing Services**

<Insert Terms of Reference/ Scope of Work for energy auditing services here>

*ANNEX B*

**Consultant’s Quotation for Services**

<Insert Consultants quotation for services here>

*ANNEX C*

**Outline for Level 2 Energy Audit Report**

This serves as a guide for areas to be covered when preparing the Level 2 Energy Audit Report

**Level 2 Energy Audit Report Format**

Executive Summary

* Brief background and summary of scope
* EEM summary table
* Summary of benchmarking results

Background Information

* Contact information for stakeholders
* Audit scope, methodology
* Description of the site and the building
* Historical energy consumption and costs
* Benchmarking results
* End-use analysis results

Description of the Existing Building Systems

* Occupancy
* Building envelope
* Lighting systems and mechanical systems
* Security, oversight, or operational requirements impacting this effort
* Photographs

Energy Efficiency Measures

* No-cost/low-cost measures
* Capital investment measures
* Demand response measures
* Distributed generation/renewable energy measures, O&M measures
* Impact of current financial market, utility incentives, federal tax or grant support, etc.

Supporting Information

* Analysis
* Measured data or monitoring results
* Manufacturers’ information or “cut sheets”
* Plans and sketches
* Additional information or specifications