

Schools Energy Pathfinder 2025 - Biomass Programme - Biomass Package - Bundle 2 (LMETB)

CONTRACT B - LOCAL ENERGY SUPPLY CONTRACT (LESC)

Item Ref.	Description	Quantity	Unit	Rate	Total
PRELIMINARIES					
Preliminary Particulars					
Project, parties and Consultants					
<u>Name</u>					
1A	Schools Energy Pathfinder 2025 - Biomass Programme - Biomass Package - Bundle 2 (LMETB)		item	€	-
<u>Nature/Description of the Works</u>					
1B	The Sustainable Energy Authority of Ireland (SEAI), and the Department of Education and Youth (DEY) collaboration on the delivery of a Pathfinder Programme for the Education sector (the 'Pathfinder'). This DEY / SEAI Pathfinder 2025 will target de-carbonisation heating projects through the delivery of Biomass Boiler Solution.		item	€	-
1C	The biomass boiler, complete with a fuel store, will be housed in a prefabricated energy cabin, which will be craned into a location adjacent to the existing school boiler house. Where required, the existing heating plant will be upgraded to fully modulating plant and controls to ensure optimisation of the de-carbonised heating systems. Where oil is the existing primary fuel, this will be removed and replaced by LPG / Natural Gas to act as a supporting / backup to the school and the Biomass Heating System. The school will enter into a heat purchase agreement with the Energy Supply Company that supplies the Energy Cabin		item	€	-
<u>Location(s)</u>					
2A	This bundle, representing a single tender competition, will comprise five (5) schools located in Louth/ Meath (2.1 De La Salle College Louth, 2.3 Ashbourne Community School Meath, 2.4 Loreto Secondary School Meath, 2.5 Bush Post Primary School Louth, 2.6 St. Peters College Meath). The exact site locations can be seen on the Architects Site Plan Layouts		item	€	-
<u>Names and Addresses of the Employer and Consultants</u>					
Employer:					
^^^Louth/ Meath Education and Training Board					
^^^LMETB Chapel Street					
^^^Dundalk					
^^^Co. Louth					
M&E Services Consultant, Employers Representative, Design Team Lead and PSDP:					
^^^Colman Reynolds Associates Limited					
^^^Unit 9 Southern Cross Business Park					
^^^Boghall Road					
^^^Bray					
^^^Co Wicklow					
^^^Tel. +353 1 2768700					
2B	Architect (and BER Assessors):				
^^^Arthur Gibney & Partners					
^^^5 Rosemount Terrace					
^^^Dundrum Road					
^^^Dundrum					
^^^Dublin 14					
^^^Tel. 01 478 4300					
Structural Consultant:					
^^^GK Consulting Engineers					
^^^11 Millbank Lucan					
^^^Co. Dublin					
^^^Tel. 01 874 9322					
Quantity Surveyor:					
^^^McCullagh Lupton Quinn					
^^^9 Ormonde Court					
^^^Ormonde Road					
^^^Kilkenny					
^^^Tel. (056) 7723213					
<u>Description of site</u>					
Boundaries of the site					
3A	the boundaries of the site are shown on the CRA Drawings 2.1-2.6 - ME01 Site Services Layouts		item	€	-
Means of Access					
3B	access to and from the site is as per the CRA Drawings 2.1-2.6 - ME01 Site Services Layouts		item	€	-
Position of the Works					
3C	the positions of the work are shown on the CRA Drawings 2.1-2.6- ME01 Site Services Layouts. Allow for all costs in connection with the setting out and positioning of the buildings and associated works.		item	€	-
Adjacent or abutting buildings					
3D	the proposed works are to be carried out on the existing school campus; allow for consulting the convenience of anybody who may be affected by the Works with regard to suitable times for carrying out works, making deliveries etc and include all necessary costs associated in complying with this requirement. Contractor to review CRA Drawings 2.1-2.6 ME01 Site Services Layouts and carry out a site visit (as below) to familiarise themselves with the site and relevant constraints in the context of the works requirements to be delivered		item	€	-
Site visit					

4A	the Contractor is strongly recommended to visit the site prior to submission of his tender and to ascertain all necessary information affecting his tender particularly as regards location, access, ground formation and conditions, local conditions, the extent of existing services and the risk of damage thereto, the conditions under which the works will require to be carried out, regulations, sources of labour and material supply etc; he must take all these matters into account when tendering and no charge will be allowed in consequence of his failure to do this for the proper execution of the Contract; he is to make any appointment to visit the site by arrangement with the Employers Representative	item	€	-
4B	Drawings and other documents from which the Pricing Document has been prepared see Volume A for a list of all Mechanical and Electrical Service Engineers Documents, Architects Documents and Civil & Structural Engineers Documents from which this Pricing Document was prepared; any drawing/document which has not been supplied with the tender documents may be inspected by appointment at the offices of the Employers Representative	item	€	-

CONTRACT

Provide for complying in all respects with the 'Agreement' 'Definitions & Interpretations' and 'Conditions' of the LOCAL ENERGY SUPPLY CONTRACT (LESC) Contained within Volume A Works Requirements

5A	Note: The ESCO shall provide a planned preventive maintenance regime in accordance with the tasks and durations outlined in the BESA Document SFG20 and manufacturer's requirements, Irish Standards, or Best Practice whichever is more onerous on all items of equipment listed in Schedule 1.	item	€	-
5B	<u>Agreement</u> THIS ENERGY SUPPLY CONTRACT between each school within the Works Bundle (the "Client"); and THE BIOMASS CONTRACTOR (the "ESCO");	item	€	-
5C	The Client is the School Authority and is responsible for the management of the Premises including the procurement of Energy and energy supplies	item	€	-
5D	Pursuant to a public procurement process [Via E-Tenders] the Parties wish to enter into: (i)an agreement pursuant to which the ESCO agrees to construct, install, test and commission Energy supply equipment at the Premises (the subject of a separate "Works Contract"), and (ii)an agreement pursuant to which the ESCO agrees to supply Energy to the Agreed Connection Points within the Premises on the terms and conditions contained in this Agreement (the subject of this LESC)	item	€	-
6A	<u>Definitions & Interpretations</u> (1.1)	item	€	-
6B	(1.2)	item	€	-
6C	(1.3)	item	€	-
6D	<u>Conditions of Contract</u> Part 1 - The works (not applicable) (2.1) The Works are as defined in clause 1.1 and will be carried out under as public works contract which will enable the signing of this Local Energy Supply Contract	note	€	-
6E	(2.2) On the same date of the signing of the public works contract, the successful bidder for the works will also sign this local energy supply contract.	note	€	-
6F	Part 2 - Services and Supply (3) CONNECTION TO THE SUPPLY	item	€	-
6G	(4) ENERGISATION OF AGREED CONNECTION POINTS	item	€	-
6H	(5) RECONNECTION & RE-ENERGISATION	item	€	-
6I	(6) GUARANTEED STANDARDS & FAILED SERVICE CREDITS	item	€	-
6J	(7) EXISTING SCHOOL HEATING EQUIPMENT AND SUPPLY	item	€	-
6K	(8) UNPLANNED OUTAGES	item	€	-
6L	(9) ENVIRONMENTAL INCENTIVES	item	€	-
6M	(10) OPERATION AND MAINTENANCE OF THE ENERGY SYSTEM	item	€	-
6N	(11) ENERGY METERS	item	€	-
6O	(12) FUEL SUPPLY & ACCESS	item	€	-
7A	(13) MAINTENANCE, REPLACEMENT AND HANDOVER OF EQUIPMENT	item	€	-
7B	Part 3 - Payment (14) PRICES, CHARGING AND PAYMENT	item	€	-
7C	(15) CALCULATION OF THE MONTHLY PAYMENT	item	€	-
7D	(16) INDEXATION OF SUPPLY PRICE, CARBON TAXES & DISCOUNTABLE REVENUE THRESHOLD	item	€	-
7E	(17) PAYMENT AND INTEREST	item	€	-
7F	(18) TAXES	item	€	-
7G	(19) SET OFF	item	€	-
7H	Part 4 - Miscellaneous (20) VARIATIONS	item	€	-
7I	(21) VALUE ENGINEERING	item	€	-
7J	(22) ESCO AS PRIME CONTRACTOR, PROJECT GOVERNANCE, ASSIGNMENT & SUBCONTRACTING	item	€	-
7K	(23) SUSPENSION	item	€	-
7L	(24) TERMINATION	item	€	-
7M	(25) CONSEQUENCES OF TERMINATION	item	€	-
7N	(26) FORCE MAJEURE	item	€	-
7O	(27) LICENCES, PERMITS, APPROVALS & COORDINATION	item	€	-
7P	(28) CLIENT REPRESENTATIVE	item	€	-
7Q	(29) TAX CLEARANCE CERTIFICATES IN RELATION TO PUBLIC SECTOR CONTRACTS	item	€	-
7R	(30) LIMITATION ON LIABILITY & INDEMNITY	item	€	-
7S	(31) INSURANCES	item	€	-
7T	(32) NO AGENCY	item	€	-
8A	(33) REPRESENTATIONS AND WARRANTIES	item	€	-
8B	(34) CHANGE IN LAW	item	€	-
8C	(35) CONFIDENTIALITY	item	€	-
8D	(36) WAIVER	item	€	-
8E	(37) NOTICE	item	€	-

8F	(38) SEVERABILITY	item	€	-
8G	(39) COOPERATION	item	€	-
8H	(40) MEDIA	item	€	-
8I	(41) ENTIRE AGREEMENT AND PRIORITY OF DOCUMENTS	item	€	-
8J	(42) PAY AND CONDITIONS OF EMPLOYMENT	item	€	-
8K	(43) DISPUTE RESOLUTION	item	€	-
8L	(44) EXPERT DETERMINATION	item	€	-
8M	(45) GOVERNING LAW	item	€	-
	Schedules			
8N	The completed Schedules of the contract is contained in Volume A . Provide for complying in all respects with the schedule & conditions as described:	Note	€	-
	Schedule 1. Premises, Equipment & Agreed Connection Point(s)			
8O	Premises: This bundle, representing a single tender competition, will comprise five (5) schools located in Louth/ Meath (2.1 De La Salle College Louth, 2.3 Ashbourne Community School Meath, 2.4 Loreto Secondary School Meath, 2.5 Bush Post Primary School Louth, 2.6 St. Peters College Meath). Refer to Schedule 1 for each School Address	item	€	-
9A	Equipment: The ESCO will be responsible for operating, maintaining, repairing and replacing all plant and equipment installed within the containerised biomass cabin and fuel store, as outlined in Schedule 1	item	€	-
9B	Agreed Connection Points: The ESCO contractor shall allow for testing and commissioning of the Biomass plant off site and provide certification for client acceptance prior to delivering to site. Post delivery to site, the ESCO contractor shall allow for liaison with the separately appointed Works Contractor and re-testing and re-commissioning of the Biomass plant onsite and provide certification for client acceptance; Contractor to refer to all CRA Drawings including 2.1-2.6- ME01 Site Services Layouts, which indicate agreed connection points	item	€	-
	Schedule 2. Final Design Documents & Fuel Specification			
9C	ESCO design documents: Tenderers are requested to review the proposals and are at liberty to make recommendation albeit without prejudice that the Client may consider as being a benefit to the contract.	item	€	-
9D	Client design documents: As per Volume A – Works Requirements included within the Works Contract. The Biomass Boiler Plant will be the Priority/Lead Plant at all times.	item	€	-
10A	Note: The Existing Equipment modification schedule should be considered here – (n/a) <i>There are no modifications envisaged as the biomass plant acting as lead/priority boiler has been considered. The ESCO provider is expected to carry out an inspection of the arrangement proposed, particularly with the connection from the biomass plant into the existing LTHW provision</i>	Note	€	-
10B	Fuel Specification: Fuel Type -Wood Pellet Produce very high heat – 4.8kWh per kg based on gross CV Produce very low ash ≤ 1% EN Plus A1 certified WFQA Approved & Certified FSC Certified	item	€	-
10C	Schedule 3. Not Applicable Not applicable		€	-
	Schedule 4. The Services			
10D	Procurement & delivery of fuel	item	€	-
10E	Satisfactory Operation of the Energy Cabin, fuel store & enclosure as outlined in this contract	item	€	-
10F	Removal of residual combustion ash	item	€	-
10G	Maintenance & Repair/Replacement of equipment within the Energy Cabin and fuel store & enclosure. Refer to Schedule 4 for minimum number of annual services required.	item	€	-
10H	Obtain monthly meter readings	item	€	-
10I	Submission of quarterly meter readings to SEAI as per SSRH Scheme operating guidelines	item	€	-
10J	Submission of fuel bills to SEAI 2x annually as per SSRH Scheme operating guidelines	item	€	-
11A	Submission of Operations Reports (2x annually) and Annual Declaration to SEAI as per SSRH	item	€	-
11B	SSRH operating guidelines	item	€	-
11C	Respond to any queries from SEAI relating to this site following Periodic Inspections or other, in a timely manner	item	€	-
11D	Local Energy Supply Contract Administration i.e. issuing invoices, credit control and financial control	item	€	-
11E	Customer Service/Tech Support based at ESCO and Provision of Client Account Manager from ESCO	item	€	-
	Schedule 5. Maintenance Schedule			
11F	The ESCO shall provide a planned preventive maintenance regime in accordance with the tasks and durations outlined in the BESA Document SFG20 and manufacturer's requirements, Irish Standards, or Best Practice whichever is more onerous on all items of equipment listed in Schedule 1	item	€	-
11G	For the avoidance of doubt, refer to Schedule 5 for the minimum number full boiler services is required in each calendar year. At least one service must be at the end of August/beginning of September when school resumes after the summer break.	item	€	-
11H	Cost for Maintenance, Servicing and repairs/ replacements shall be included with the cost of heat supply in the c/kWhr rate Schedule 6. Guaranteed Standards of Performance	item	€	-

12A	The ESCO shall provide the Supply in accordance with the Guaranteed Standards of Performance as tabulated in schedule 6 and shall ensure that during the relevant seasonal operating times: The Maximum Guaranteed Energy Capacity will be continuously available; and The Minimum Supply Temperature to the primary side of heat exchanger will be continuously maintained when the Clients Energy Requirement is less than or equal to the Maximum Guaranteed Energy Capacity.	item	€	-
12B	The Guaranteed Standards of Performance will not apply during a pre-agreed Maintenance Day as set out in the Maintenance Schedule.	item	€	-
12C	Schedule 7. Roles & Responsibilities It will be the role & responsibility of the ESCO to maintain, service, repair/replace and provide heat to the school from the Energy Cabin located on the school grounds and as installed as part of the works contract associated with this tender	item	€	-
12D	The duration of this agreement is 15 years	item	€	-
12E	The school will pay for this service on a cent/kWhr basis, based on the heat used	item	€	-
12F	Schedule 8. Product Life Cycle Responsibilities The ESCO shall ensure that all maintenance activities are carried out to a high standard as outlined in Schedule 5.	item	€	-
13A	As part of this agreement, The ESCO is responsible for the efficient operation and upkeep of the equipment outlined in Schedule 1 throughout its life cycle	item	€	-
13B	As part of this agreement, the ESCO will be required to review the equipment listed in this Schedule 8 of the Contract	item	€	-
13C	All other equipment outlined in Schedule 1 is not anticipated to reach the end of their lifespan until the conclusion of this Agreement. Should any item or equipment reach the end of its lifespan prematurely, it shall be the responsibility of the ESCO to replace them at their own cost	item	€	-
Items for the convenience of pricing				
14A	Programme, resourcing, procurement	item	€	-
14B	Site restrictions	item	€	-
14C	Co-ordination requirements; Appointed Biomass contractor responsible for co-ordination with the Enabling Works Contractor (Separate Appointment/ Contract) regarding physical connection interface(s), access to the works and regarding programme in the context of the overall Pathfinder Upgrade Works Programme at each school.	item	€	-
14D	Access and possession of the site	item	€	-
14E	Site boundaries, restrictions for access	item	€	-
14F	Limitations for deliveries, working hours, plant operation (Refer to Contract Clause 12 Fuel Supply and Access)	item	€	-
14G	Liaison with local authorities, utility providers to suit requirements	item	€	-
14H	Provision to act as Project Supervisor Construction Stage Services by the Contractor under the Safety, Health & Welfare at Work (Construction) Regulations	item	€	-
14I	Provision for method statements, safety statements, consents, building regulations, licences and statutory undertakings/ planning conditions	item	€	-
General Conditions				
15A	Local labour, trade union membership/ pension, tax clearance certificates	item	€	-
15B	All biomass fuel must meet (and continue, for the period of support, to meet) the SEAI SSRH Scheme sustainability requirements in order to receive Scheme payments An applicant consuming biomass under the Scheme must meet (and continue, for the period of support, to meet) the applicable fuel quality criteria specified by the equipment or the eligible renewable technology supplier and/or manufacturer. Fuel must be certified by the Wood Fuel Quality Association (WFQA) or an equivalent quality scheme.	item	€	-
15C	Safety, Health, and Welfare at Work (Construction) Regulations, 2013 (SHW Regs)	item	€	-
15D	Responsible for site safety (During scheduled deliveries and Maintenance works as part of the LESC Contract)	item	€	-
General Facilities And Obligations				
16A	Supervision and co-ordination of the works	item	€	-
16B	Plant, tools, vehicles	item	€	-
16C	Any scaffolding / temp access requirements to fulfil the LESC Fuel Supply and Maintenance requirements of the contract	item	€	-
16D	Administration	item	€	-
16E	Security	item	€	-
16F	Temporary fencing, pedestrian and traffic management, signage	item	€	-
16G	Protection of the works, services, and infrastructure	item	€	-
16H	Temporary roads, hardstandings, crossings	item	€	-
16I	Maintenance of public / private roads	item	€	-
16J	Control of noise pollution and other statutory obligations	item	€	-
16K	Craneage, loading, unloading, hoisting (of Biomass Fuel or any other plant or equipment during the LESC contract period)	item	€	-
16L	Progress records, commissioning records and schedules	item	€	-
16M	Record photographs and drawings	item	€	-
16N	Test requirements	item	€	-
16O	Submittal procedure as defined in the works requirements	item	€	-
16P	Provision of required samples	item	€	-
Insurances				
17A	The ESCO shall maintain in full force and effect and at its own expense the following insurances from a reputable insurance company with a place of business in Ireland or the United Kingdom and licensed to write business in Ireland: - Public and Products Liability Insurance of €6.5 million (six and a half million euro) for each and every claim for the Term of this Agreement; and - Employer's Liability Insurance of €13.0million (thirteen million euro) for each and every claim for the Term of this Agreement	item	€	-
17B	Upon the Client's request the ESCO shall immediately provide documentary evidence satisfactory to the Client to show that the insurance policies required under this clause are being maintained.	item	€	-
Fuel Supply and Access				

18A	The ESCO shall procure all Fuel as necessary for the provision of the Supply and the Client shall provide such reasonable access to the Premises to facilitate the delivery of such Fuel and the ESCO shall be deemed to have satisfied itself as to the suitability and availability of such access provided by the Client.	item	€	-
18B	The ESCO shall only procure Fuel in accordance with the specification as set out in Schedule 2.	item	€	-
18C	Fuel may only be delivered to the Premises either by the ESCO or on its behalf at the following times: [As is necessary for the continual operation and delivery of the service and between the hours of 8.30am to 3.30pm Monday through Friday.]	item	€	-
18D	The ESCO agrees that Fuel may not be delivered to the Premises either by the ESCO itself or on its behalf outside of the times specified in Clause 12.3 save for with the prior written agreement of the Client	item	€	-
Other				
19A	any other obligation or restriction to be detailed and priced for here:	item	€	-
TOTAL PRELIMINARIES excl VAT <i>(to be carried forward to LESC Pricing Document Summary)</i>			€	-