**EPC ATTACHMENT C: EXHIBITS**

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**Exhibit A**

**PERFORMANCE BOND**

*Sample performance bond. Actual format to be provided by Entity.*

KNOW ALL PERSONS BY THESE PRESENTS, that we:

(Contractor), hereinafter called the ESP, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

**[numbers in alpha] DOLLARS (     )**

to be paid to Entity or its assigns, to which payment we bind ourselves, heirs, execu­tors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the ESP has entered into a contract with Entity, dated  and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

***[PROJECT NAME]***

***[ENTITY NAME]***

***[ENTITY PROJECT #]***

NOW, THEREFORE, the conditions of this obligation are such that if the above ESP as Contractor shall promptly and faithfully perform all of the provisions of the contract, and all obligations thereunder including the specifications, and any alterations provided for, and shall in a manner satisfactory to the Entity, complete the work contracted for includ­ing any alterations, and shall save harmless the Entity from any expense incurred through the failure of the ESP to complete the work as specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

|  |  |  |
| --- | --- | --- |
| **FOR ENTITY USE ONLY:**  Surety is licensed in MT:  Yes  No    Date verified:  Verified by:  Entity Information | Contractor:  (signature)    (print name)    (date)  Surety:  (print name)    (date)  By:  (Attorney-in-Fact, seal & signature)    (Entity)    (Street Address)    (Address)    (Phone/Fax) |  |

**Exhibit B**

**LABOR & MATERIAL PAYMENT BOND**

*Sample labor and material payment bond. Actual format to be provided by Entity.*

KNOW ALL PERSONS BY THESE PRESENTS, that we:

(Contractor), hereinafter called the ESP, and

(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

**[numbers in alpha] DOLLARS (     )**

to be paid to Entity or its assigns, to which payment we bind ourselves, heirs, execu­tors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the ESP has entered into a contract with Entity dated  and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

***[PROJECT NAME]***

***[ENTITY NAME]***

***[ENTITY PROJECT #]***

NOW, THEREFORE, the conditions of this obligation are such that if the above ESP as Contractor shall duly and promptly pay all laborers, mechan­ics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply him or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect and shall save harmless Entity from any expense incurred through the failure of the Contractor to comply.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

|  |  |  |
| --- | --- | --- |
| **FOR STATE USE ONLY:**  Surety is licensed in MT:  Yes  No    Date verified:  Verified by:  Entity Information | Contractor:  (signature)    (print name)    (date)  Surety:  (print name)    (date)  By:  (Attorney-in-Fact, seal & signature)    (Entity)    (Street Address)    (Address)    (Phone/Fax) |  |

Exhibit C

**– Certificate of Acceptance –**

**Investment Grade Audit Report**

Date of COA Notice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Certificate of Acceptance (COA) for the Investment Grade Audit (IGA) defines the end of the IGA contract period. The entity hereby confirms the review and acceptance of the final IGA report.

Accepted by:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Signature: |  |
| Date: |  |

Ec: ESP contact lead

EPC Program Manager: Ronald Pecarina, [rpecarina@mt.gov](mailto:rpecarina@mt.gov) PH: 406-444-6590

Exhibit D

**– Certificate of Acceptance –**

**Implementation of Installed Equipment**

**“Implementation COA”**

Date of COA Notice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Certificate of Acceptance (COA) for the installed equipment (termed the “Implementation COA”) defines the start of the guarantee period. The entity hereby confirms the inspection and acceptance of the installation and operation of all project components. The entity also confirms receipt of all documentation including systems/operation and maintenance manual and commissioning report as specified in contract.

Accepted by:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Signature: |  |
| Date: |  |

Ec: ESP contact lead

EPC Program Manager: Ronald Pecarina, [rpecarina@mt.gov](mailto:rpecarina@mt.gov) PH: 406-444-6590

**Exhibit E**

**Equipment Warranties**

*Provide a full description or schedule of equipment warranties. Include manufacturer warranty dates and periods as well as ESP warranty dates and periods, if they differ.*

*If the ESP warranty starts prior to the commencement of energy savings, provide the client of warranty start criteria (i.e. – “beneficial use”), and warranty duration by cost-savings measure or equipment.*

*Extended warranties may be available; if so, indicate if such warranties are for labor and material, or material only. Include detailed warranty instructions if an extended warranty will transfer the warranty relationship from the ESP to the client. Provide manufacturer contact information, return addresses and instructions.*

*Warranty commencement, whether by cost-savings measure or for the project as a whole, must be initiated with a letter to the client detailing all of the above information.*

*If completed cost-savings measures are accepted in incremental phases (such as by buildings or facilities) prior to final acceptance for all cost-savings measures under the Contract, then the project schedule for equipment, workmanship/installation, and product warranty should clearly identify when the ESP’s warranty period starts and ends for completed cost-savings measures in each building or facility. The project schedule should also clearly identify when the ESP performance guarantee period for all completed and accepted cost-savings measures starts (which should typically be from the date of final acceptance for all completed cost-savings measures) and ends. It should also incorporate provisional language on what happens if the final acceptance date for all completed cost-savings measures is processed earlier or later than anticipated.*

**Optional Exhibits**

*Optional Exhibits are provided for specific EPC projects as required or recommended by the Entity or the type of project. The following are optional exhibits that may be included in the EPC. These are only a sampling of exhibits that may be included.*

**Manifest of Ownership**

*The Manifest of Ownership generally applies to the disposal of PCB ballasts and mercury lamps removed from the project site(s). The manifest may also apply to other hazardous materials removed including asbestos.*

**Minority and Women-Owned Business Certification**

*If applicable, the ESP shall provide certification that they are a minority and/or women-owned business.*

**Certification Finance Term no Longer than Average Useful Life**

*The ESP shall certify that the finance term does not exceed the cost-weighted average useful life of the cost-saving measures as required by statute. This certification shall include the calculations, including sufficient data and sources for each cost-saving measure, to support the certification.*

**Notice of Substantial Completion**

*The Notice of Substantial Completion is provided by the ESP to the Entity to certify that the work has been completed in accordance with contract documents and only minor items may remain. These minor items should be identified in the notice and include a time schedule for completion. This document may be used by the Entity to review the project with the ESP and third-party representative (if applicable). Upon acceptance of the work, the Entity may prepare the Certificate of Acceptance for the Implementation of Installed Equipment.*

**Notice to Proceed with Construction Phase**

*Given the nature of EPC as a design-build process, the Entity may choose to require a Notice to Proceed for the construction phase. This would follow general design review and selection of any sub-contractors and/or equipment to be installed for the project. This Notice to Proceed is a general acceptance of the project to proceed as presented by the ESP.*

**Record of Reviews by Entity**

*This may take on the form of a table or checklist indicating reviews by the Entity throughout the EPC process. This record may include dates, personnel involved, issues identified, and actions taken. References to documentation of EPC activities may also be included in this record.*

**Montana Prevailing Wage Schedule**

*Depending on the funding source or other regulations, the Montana Prevailing Wage Schedule may be required for EPC project. The Entity may request that the prevailing wage schedule be included as part of the EPC.*