



**AXION**  
KNOWLEDGE CORE

# EPCA Review Checklist

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15 contract risk items to check before you bid.

Solar and BESS EPC agreements. Built from field experience, not legal templates.

Every item on this checklist reflects a risk that has cost real money on real projects.

**Built by EPC operators. Nearly 20 years in the field.**



## SECTION 1

## Money at Risk

### ☐ LD Cap: Body vs. Exhibit Cross-Check

Compare the liquidated damages cap in the contract body against the LD schedule in each exhibit. Check the calculation method (per-day vs. lump), triggering event, and aggregate cap. Inconsistencies between the body and exhibits are common and create ambiguity that always resolves against the contractor.

### ☐ Performance Guarantee vs. Your Design Yield

Calculate the gap between the guaranteed performance ratio and your current energy yield model. If your design lands within 2% of the guarantee floor, you are inside the liquidated damages band before you break ground. This is a bid decision, not a punchlist item.

### ☐ Change-in-Law: Tariff and Trade Risk After Signing

Check who absorbs the cost of new tariffs, AD/CVD duties, UFLPA diligence requirements, or FEOC rule changes that take effect after contract execution. If the contract has no change-in-law provision or carves out trade policy, the EPC bears the full exposure on module and equipment pricing.

### ☐ Force Majeure: Pandemic and Labor Exclusions

Confirm whether pandemic events and organized labor actions are explicitly excluded from force majeure relief. Post-2020 contracts increasingly carve out both, eliminating your schedule protection for two of the most common disruptions on utility-scale projects.

## SECTION 2

## Scope Gaps That Cost Money

### ☐ BESS Overbuild: Future Phase Infrastructure

Check whether the SOW includes conduit, piles, pads, or civil infrastructure for future BESS expansion or replacement phases. Developers often require this work in the initial build but bury it in an exhibit or reference it only in the technical specifications. If it is not in your line-item pricing, you are building it for free.

### ☐ Exhibit Completeness

Verify that every exhibit referenced in the contract body is actually attached and populated. A reference to Exhibit G with no corresponding document means you are bidding on terms you cannot read. Check every cross-reference, not just the first page of each exhibit.

### ☐ Long-Lead Equipment vs. Contract Milestones

Cross-reference NTP-to-substantial-completion duration against actual lead times for transformers, switchgear, BESS enclosures, and HV cable. If the contract schedule assumes 16 weeks for equipment that currently books at 38, you are in liquidated damages territory before procurement begins.

### ☐ Notice Deadline and Cure Period Map

Identify every notice requirement in the contract: change order notice, delay notice, claim notice, force majeure notice. Map the required notice periods in calendar days. A missed notice window can forfeit an otherwise valid claim worth more than your margin on the project.



## SECTION 3

## Technical & Regulatory

### ☐ Domestic Content vs. Supplier Documentation

If the contract requires IRA domestic content compliance, cross-reference the steel and iron requirements against your tracker and racking supplier's country of melt, pour, and manufacturing. Confirm who bears the documentation burden and the consequences of non-compliance.

### ☐ Interconnection Milestones vs. Substantial Completion

Cross-reference GIA milestone dates and technical requirements against the contract's definition of substantial completion. If substantial completion requires grid synchronization and the GIA timeline slips, the EPC takes the LD exposure for a delay it did not cause.

### ☐ Warranty Layer Coordination

Map every warranty in the contract: EPC workmanship, OEM equipment, BESS cell, BESS system integrator. Identify gaps where your warranty obligation extends beyond OEM coverage and overlaps where multiple parties claim the same exclusion.

### ☐ BESS Degradation Curve and Augmentation

Check whether the contract defines a guaranteed state-of-health curve and who bears the augmentation obligation when capacity drops below threshold. If the EPC warrants capacity at year 10 but the cell supplier only guarantees to year 5, the gap is your exposure.

## SECTION 4

## Execution Protection

### ☐ Changed Conditions Procedure

Confirm the contract defines a clear process for changed site conditions: unexpected rock, contamination, archaeological finds, groundwater. Flag any clause that shifts all subsurface risk to the EPC with no relief mechanism.

### ☐ Substantial Completion Definition

Determine exactly what triggers substantial completion: mechanical completion only, performance test passage, grid synchronization, or all three. The definition controls when LDs stop accruing, when retainage releases, and when the warranty clock starts.

### ☐ Prevailing Wage and Certified Payroll Burden

Confirm whether Davis-Bacon or state prevailing wage applies and whether the contract assigns the full compliance burden to the EPC, including certified payroll reporting, wage determination monitoring, and apprenticeship ratio requirements.

**You just checked 15 items by hand.**

**Axion surfaces them in 1.4 seconds.**

Axion reads the full EPCA, cross-references every exhibit, and flags the risks that matter.  
Cited answers. No hallucinations. No missed exhibits.

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