MGB ACADEMY

C-PACE for Architects & Engineers

Standard of Care & Independence

Framing language, reliance boundaries, and holding your position under pressure

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HOW TO USE THIS DOCUMENT

The most consequential document in this set. C-PACE puts a design professional's seal on a projection that a capital provider will underwrite and an owner will rely on, and it does so without a numerical threshold to hide behind.

Language in this document is drafting guidance, not approved legal text. Adapt it with counsel and confirm it against your professional liability carrier's guidance.

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The core distinction: opinion, not guarantee

Every professional deliverable in a C-PACE transaction is an opinion formed within a defined scope on stated assumptions. Once a document reads as a promise about future performance, the professional has taken on a risk the fee never priced and the policy may not cover.

Guarantee framing — avoid	Opinion framing — use
The project will save $218,500 annually	Projected annual benefit is approximately $218,500 under the assumptions in Schedule A
Guaranteed savings	Projected results; actual results will differ
This project qualifies for C-PACE	The measures fall within the eligible categories; eligibility is determined by MCED
The equipment will perform at X efficiency	The equipment is specified to X; installed performance depends on operation and maintenance
We certify the building will meet code	The design was prepared to meet the requirements of the applicable code as of the date of issue
Verified savings	Measured results for the period observed, under the conditions described

WHY THIS IS SHARPER UNDER C-PACE

A twenty-year assessment recorded against real property, consented to by a mortgage holder, is a durable obligation. Your projection sits in that file for the life of the assessment and will be read by people who were not in the room — a successor owner, a lender in a workout, an appraiser. Write for that reader.

Scope reliance — put it in writing

You will rely on information you did not generate: contractor pricing, owner operating data, utility bills, equipment submittals, and manufacturer performance data. Reliance is normal and appropriate. Undisclosed reliance is the exposure.

◻	Item	What good looks like
◻	Owner-supplied operating and occupancy data	Attributed by source, name, and date
◻	Utility data and rate schedules	Source and period stated
◻	Contractor and vendor pricing	Identified as contractor-priced, not estimated
◻	Manufacturer performance data	Cited to the published data sheet
◻	Existing conditions not observed	Explicitly excluded from the opinion
◻	Work of other design disciplines	Named, with the boundary stated
◻	Prior reports by others	Identified; whether reviewed or relied upon

Independence under value-engineering pressure

The pressure in a C-PACE project runs in an unfamiliar direction. In a conventional value-engineering session, the pressure is to cut. Where financing is tied to documented benefit, the pressure can invert: someone will want a more favorable number so the package sizes up. That request may arrive politely, from the client, late in the schedule.

THE POSITION TO HOLD

The assumption schedule is not a negotiating instrument. Rates, escalation, hours, and useful lives change when the underlying facts change, and for no other reason. If an assumption is revised, the revision and its basis are documented, and the sensitivity is rerun.

Independence here is not obstruction. It is the entire source of the value your seal adds to the file — a projection that can be moved on request is worth nothing to the capital provider, and eventually worth nothing to the owner.

If you are asked to...	Respond by...
Use a higher escalation rate to improve the ratio	Offering a sensitivity case at the requested rate, labeled as such, with the base case retained
Extend useful lives to lengthen the term	Reconciling against MCED’s published assumptions and documenting any deviation
Drop the sensitivity analysis	Declining; it is what distinguishes the opinion from a sales figure
Certify scope you did not observe	Declining, and identifying who can certify it
Remove the limitations paragraph	Declining; offering to shorten it with counsel’s review
Call the ratio a statutory requirement that has been met	Correcting the framing — economic benefit is the requirement, the ratio is evidence

Where a request cannot be accommodated, say so in writing and in the same medium the request arrived in. A verbal decline that is not reflected in the file is not protection for anyone — including the client.

Standard model paragraphs

Opinion and standard of care

The services reflected in this document were performed consistent with the professional skill and care ordinarily provided by architects and engineers practicing under similar circumstances in the same locality at the time the services were performed. No warranty, express or implied, is made.

Projection limitation

Projected results are estimates based on engineering analysis and the assumptions stated. They are not a representation, warranty, or guarantee of future consumption, cost, or financial performance. Actual results will differ and are affected by factors outside the

> control of the undersigned, including weather, utility rates, occupancy, operations, and maintenance practices.

Completion certification limitation

> This certification addresses whether the financed improvements described in the attached schedule were installed and observed to be functioning as designed as of the date stated. It is based on periodic observation and on the documents identified, and it is not a certification of future performance, of continuous compliance, or of scope not observed by the undersigned.

Eligibility limitation

> Statements regarding eligible categories reflect the professional judgment of the undersigned. Determination of eligibility for financing under §67.2800 RSMo et seq. rests with the Missouri Clean Energy District.

This document is drafting guidance for design professionals and is not legal advice. All language must be reviewed and adapted by counsel, and reconciled with your professional liability coverage, before use.