

## EXHIBIT 4

# MAXIMUM PROJECT ALLOWABLE COST – GTF PUBLIC SCHOOLS

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### 4.1 Maximum Project Allowable Cost

McKinstry guarantees that the Maximum Project Cost for the base project will not exceed \$8,273,847. This guaranteed cost does not include utility incentives, which are estimated at \$94,328.

#### PROJECT COST TABLE

(See Schedule D – "Budget Summary Report" - ALL FEE PERCENTAGES and costs are unique to the project)

### 4.2 Items Included In Maximum Project Cost

- a. Engineering audit, which includes the cost for the preparation of this proposal.
- b. Engineering design.
- c. Construction management services.
- d. Installation of McKinstry Equipment including the following costs as specified in the scope of work:
  1. All costs paid by McKinstry for the installation of the equipment. This includes costs paid to subcontractors or directly to McKinstry personnel, when related to installation or system verification of McKinstry equipment.
  2. The portion of reasonable travel, lodging, and meal expenses of officers or employees incurred while traveling in discharge of duties connected with the work.
  3. Cost of all equipment, materials, supplies, and equipment incorporated in the work, including costs of transportation thereof.
  4. Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers, which are consumed in the performance of the work and cost less salvage value on such items used but not consumed which remain the property of McKinstry.
  5. Cost of premiums for all bonds and insurance, which McKinstry is required to purchase and maintain.
  6. Sales, use, or similar taxes related to the Work and for which McKinstry is liable imposed by a governmental authority.
  7. Permit fees.
  8. Demolition cost and cost of removal of all debris.
  9. Costs incurred due to an emergency affecting the safety of persons and property.
  10. Other costs incurred in the performance of the work if and to the extent approved in advance in writing by the Owner.
  11. Cost of equipment startup, training, system verification, and balancing performed by McKinstry.
  12. Construction Bonds (including Performance & Payment Bond), Liability Insurance, and Builder's Risk Insurance.
  13. McKinstry fee. This includes McKinstry's remuneration for compensation of personnel, expenses, risks related to the project, overhead, and profit.
  14. McKinstry shall provide a Schedule of Values as part of the performance contract. The schedule of values will include all costs related to the installation of McKinstry's equipment.

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### 4.3 Construction Contingency

An owner construction contingency has not been included in Schedule D at this time. It is assumed that Great Falls Public Schools is holding a contingency to address unforeseen conditions, latent changes and hazardous materials abatement and disposal.

All unused construction costs (construction savings) shall reduce the overall project cost to the owner. The Owner and McKinstry will jointly manage any construction savings left after the project scope is completed.

### 4.4 Allowances

McKinstry may set aside allowances as identified in Schedule D - "Budget Summary Report" for specific areas of work that have been identified as a potential cost impact but cannot be determined at this stage. Should the allowance not be adequate, the Owner will be advised, and McKinstry will be compensated for any additional costs through owner contingency.

### 4.5 On-Going Services

The cost of years one through four of Measurement and Verification (M&V) is included in the project scope assuming Great Falls Public Schools contracts with McKinstry to provide M&V services for years 5 through 15. The cost of Ongoing M&V in years five through fifteen has already been agreed upon by McKinstry and Great Falls Public Schools. McKinstry is prepared to continue the guarantee as long as Great Falls Public Schools continues the ongoing services as described herein. When Great Falls Public Schools chooses to cancel the ongoing services, the guarantee will also be terminated at the same point in time. Please refer to Section 3, Table 3.2 for a summary of the proposed measurement and verification scope for years one through four.

On-going M&V will be proposed separately from this IGAR for years five-fifteen, at a cost previously agreed upon by McKinstry and Great Falls Public Schools.

### 4.6 Accounting Records

McKinstry shall check all material, equipment, and labor entering into the worksite and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the ESCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contract shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

### 4.7 Reconciliation of Labor & Material Costs

The maximum project allowable cost is based on firm and estimated labor and material costs. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

If the total project cost at completion exceeds the estimated amount, the additional costs will be borne by McKinstry at their expense.

- a. If the total project costs at completion are less than the estimated proposal amount (less contingency), the savings will be retained by the Owner.

[ X ] There shall be no cost savings split between the Owner and McKinstry

[ ] There shall be a N/A cost savings split between the Owner and McKinstry

The following table outlines whether the Labor and Material costs are Estimated or Firm in this investment grade audit report. It further defines the method for providing firm costs during the pre-construction period (after authorization of this Investment Grade Audit Report). The table also clearly identifies which items are subject to reconciliation at the end of the project. As a rule, those costs that are estimated in the proposal and bid or quoted during the pre-construction phase are reconciled at the end of the project. Those items that are firm in the proposal will be firm throughout the project, and not reconciled at the end of the project. End of Project reconcile shall be through subcontractor invoice substantiation.

L&M Costs	As Proposed in IGAR	End of Project - Reconciled
Subcontractors	Quote/Estimates	Yes
Site Supervision/Direct Project Costs	Estimate	Yes
Bond/Insurance	Estimate	Yes
Withholding Tax	Estimate	Yes
Development Fees	Firm - Fee	No
Contract Administration/Management	Firm - Fee	No
Engineering	Firm - Fee	No
Overhead and Fee	Firm - Fee	No

## 4.8 ESCO Compensation

- TERMS: Net 30 days from the date of invoice, monthly billings as the job progresses. Late progress payments shall be subject to interest charges. The interest rate applied shall be 1.0% per month. Interest shall be assessed beginning on the date of payment to the vendor/sub by McKinstry.
- PAYMENTS: At a minimum, payments will be made in the amount of 100% at the completion and implementation of any individual energy conservation measure (ECM) in the amount of that ECM as delineated in the contract. If more than one ECM is completed in a monthly period, all those ECMs will be paid.
- PAYMENTS: Construction period finance charges: McKinstry shall not be charging construction period finance charges for this project.

## 4.9 Financing

McKinstry enjoys over fifty-years of experience within the engineering and contracting industry and its financial strength exceeds the industry average. This strength makes it possible to provide and assist with the financing needs of its customers. Long standing relationships with vendors assures reasonable pricing and excellent payment terms.

Tables 4.3a and 4.3b provide Cash Flow analysis for the project over 15-years. Table 4.3a assumes the owner

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infuses capital at the beginning of implementation and Table 4.3b assumes the owner infuses capital at the end of the 15-year M&V period. These Tables clearly define principal, interest, payments, and escalation rates.

## 4.10 Termination Value

Refer to the performance contract for information on termination values.

## 4.11 Terms of Agreement

### a. TERMS OF AGREEMENT

The Contract shall be effective and binding upon the parties immediately upon its execution and the period from contract execution until the Commencement Date shall be known as the "Interim Period".

## 4.12 Insurance & Bonding

McKinstry shall provide a payment and performance bond and Builders Risk Insurance.

For The Purposes of This Agreement, the "Sum Amount of Bond" Shall Be (See Schedule D –"Budget Summary Report").

1. The bond amount consists of Labor and Materials (includes State withholding tax).
2. This bond does not include any construction contingencies.
3. Certificates of General Liability Insurance will be provided prior to Contract Signing.

McKinstry shall provide a payment and performance bond in the amount of 100% of the construction cost, as defined in the investment grade audit report. The amount shall include all authorized changes, or if additional funding is added, State withholding tax. The Bond shall be in the form attached to the Conditions of the performance contract. The Contract listed on the bond form shall be the Addendum No. and Agreement No., which incorporates the work, and the "Contract Date" shall be the date of the Addendum.

The full and just sum of the Bond shall be as defined above and shall include the actual cost of purchasing and installing McKinstry's Equipment. The Bond shall specifically exclude coverage for those portions of the performance contract pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses. These items do not relate specifically to construction management and supervision of work for purchasing and installing of McKinstry's Equipment, or for work to be accomplished by the Owner. The Bond shall be with a Surety or Bonding Company that is registered with the State of Montana Insurance Commissioner's Office.