

CONTRACT ATTACHMENT I: Schedules, Exhibits, and Appendices

This contract and attachments shall be limited to the following City of Billings-selected ECMs only:

AH3 9.01 Lighting

AOC 9.01 Lighting

AOC 25.01 Retrocommissioning

APT 4.01 Comprehensive Digital Controls

APT 8.01 VFD Installation

APT 9.01 Lighting

APT 25.01 Retrocommissioning

PG1 9.01 Lighting

PG2 9.01 Lighting

PG2 9.02 Lighting

PG3 9.01 Lighting

SAVINGS GUARANTEE

SCHEDULE A. ENERGY AND COST SAVINGS GUARANTEE

This Performance Contract guarantees the rate of energy consumption as specified in the Investment Grade Audit Report which, when multiplied by the stipulated key factors as agreed upon by McKinstry and City of Billings, and as specified in Section 3 of the Investment Grade Audit Report, results in guaranteed cost-avoided savings inclusive of a calculated annual utility escalation rate. The rate of energy consumption as specified above is guaranteed for three (3) years for all ECM's included in this scope of work.

The guaranteed annual savings included in Table A-1 are based on the utility rates as of May 24, 2011 with a stipulated annual utility escalation rate of 3.0%. Refer to Section 3 of the Investment Grade Audit Report dated May 24, 2011 for a detailed listing of the utility rates used in the calculation of the annual energy cost avoidance dollars.

Table A-1: Guaranteed Energy Savings During Guarantee Period (Years 1 through 3)

Year	Guaranteed Utility Cost Avoided Savings
1	\$164,645
2	\$169,585
3	\$174,672

Table A-1 provides a summary of the total guaranteed utility cost avoided savings for the City of Billings-selected ECMs as presented in the Investment Grade Audit Report dated May 24, 2011. The measurement and verification plan defined in the Investment Grade Audit Report includes three (3) years of Measurement & Verification for the City of Billings-selected ECM's included in the Investment Grade Audit Report dated May 24, 2011. Annual M&V Reports will be generated and presented to the City of Billings on an Annual basis, and these reports will demonstrate a reconciliation of guaranteed savings. In the event that the City of Billings makes material changes to installed ECM's, Article 15 Material Changes shall apply. For a detailed review of the building and ECM specific M&V plans, refer to Section 3 of the Investment Grade Audit Report dated May 24, 2011.

Overview of M&V Reporting and Guarantee Period

The language below defines the start date and duration of M&V Reporting that will be provided for all ECM's, the Guarantee Period and the method of energy savings reconciliation during the Guarantee Period.

The Commencement Date for the project starts the timeline associated with required M&V reporting. Annual M&V Report will be submitted within 3 months of the Commencement Date. Subsequent Annual M&V Reports i.e. M&V₁, M&V₂ and M&V₃ will be submitted within 3 months of one, two, three years after the Commencement Date. Annual M&V Reports will be completed on an annual basis for the agreed upon duration of the energy savings guarantee, and in the case of this project, three (3) years.

Specific M&V₀ tasks are further defined in section 3 of the Investment Grade Audit Report dated May 24, 2011.

Annual M&V Report M&V₀ will contain a summary of the results of the Post-Retrofit measurements taken and a revised calculation of energy savings based on these measurements, which shall be compared to the energy and performance guarantee as outlined in the Investment Grade Audit Report. Annual Report M&V₀ is for information purposes only and is not reconciled during the Guarantee Period.

Annual M&V Report M&V₁ will be a summary of the results of the First-Year measurements taken, the three Quarterly Verification Reports submitted during Guarantee Period year 1, and a revised calculation of energy savings based on these measurements, which shall be compared to the energy and performance guarantee as outlined in the Investment Grade Audit Report. This revised calculation of energy savings will be reconciled in Guarantee Period year 1. For those ECM's that do not require M&V in Years 2 through 3 (Lighting), the calculated energy savings for these ECM's will be stipulated to remain constant at year-1 calculated levels during the remainder of the Guarantee Period. Should there be a savings shortfall in year-1, McKinstry reserves the right to provide a second year of M&V, at their own expense, which shall be used to reconcile during Guarantee year 2. The year 2 calculated energy savings will then be stipulated to remain constant for the remainder of the Guarantee Period for these ECM's.

The Guarantee Period is defined as the three (3) fiscal years immediately following the Commencement Date. During year 1 of the Guarantee Period, Annual M&V Report M&V₁ will be reconciled against the Guarantee. During year 2 of the Guarantee Period, the results of Annual M&V Report M&V₁ for Lighting, plus the results of Annual M&V Report M&V₂ for all other ECM's will be combined and the aggregate results will be reconciled against the Guarantee. During year 3 of the Guarantee Period the results of Annual M&V Report M&V₁ for Lighting, plus the results of Annual M&V Report M&V₃ for all other ECM's will be combined and the aggregate results will be reconciled against the Guarantee for year 3.

For any given Annual M&V Report, excess savings from any one ECM can be used to cover a shortfall in savings for any other ECM within any one Guarantee year.

As possible and determined by McKinstry, data necessary for Annual M&V reporting will be monitored and accumulated via site control/monitoring systems. If data is not available from control and monitoring systems, site loggers or specific point in time measurements will be utilized. Associated with M&V responsibilities, necessary performance expectation monitoring and system conformance activities will be performed via remote access and control/monitoring systems. As determined by McKinstry, site visits will be utilized in order to perform testing that is not possible remotely via control/monitoring systems.

All data will be accumulated via WEB interface to McKinstry's data base for archiving, calculation, and reporting functionality. The City of Billings will allow the use of their internet and digital control system(s) and network(s) for the purposes of transporting data and the City of Billings internal IT resources will assist McKinstry with the setup of this interface all at no cost to McKinstry.

SCHEDULE B. BASELINE ENERGY CONSUMPTION

Refer to sections 3 and 5 of the Investment Grade Audit Report, dated May 24, 2011 for details regarding the methodology and supporting documentation used to calculate the baseline for each ECM. These sections also include unit consumption and current utility rates for each energy type.

SCHEDULE C. SAVINGS MEASUREMENT AND VERIFICATION PLAN; METHODOLOGY TO ADJUST BASELINE

Savings Measurement and Verification Plan

Refer to Schedule A of this contract, as well as sections 3 and 5 of the Investment Grade Audit Report, dated May 24, 2011 for details regarding energy savings measurement, monitoring, and calculation procedures used to verify and compute the savings performance of the installed equipment.

International Performance Measurement & Verification Protocol (IPMVP) Options A and B were chosen by the City of Billings to be the M&V methodologies for the upcoming performance contract with McKinstry. These Options were chosen based on overall utility savings value and utility savings risk perception by the City of Billings, application of the Option to the scope of the energy conservation measures (ECMs), and first cost.

The scope of work represented by the Investment Grade Audit Report and this performance contract is best matched with Options A and B for the following reasons:

- The performance of only the systems affected by the ECMs to be implemented are of primary concern, due to the guaranteed savings of individual ECMs being insignificant compared to the overall utility usage of facilities.
- Interactive effects between ECMs can be easily calculated.
- Isolation of the ECM from the rest of the facility and stipulation of key factors will avoid possibly difficult and costly non-routine Baseline Adjustments for future changes to the facility.
- The independent variables that affect energy use are not complex and excessively difficult or expensive to monitor.
- The uncertainty created by stipulations is acceptable.
- The continued effectiveness of the ECM can be assessed by routine visual inspection or via remote access to digital control systems of Key Factors.

Methodology to Adjust Baseline

McKinstry and the City of Billings acknowledge that material changes such as unanticipated changes in facility use, occupancy, schedule and/or utility will affect the estimated annual energy savings. If and when these changes occur, the same methodology described in Schedule A used in calculating the original baseline for the portion of the Premises affected by the change shall be used to re-establish the new baseline. The difference in the two baselines shall be used to adjust the overall estimated annual savings.

PAYMENTS AND SCHEDULE

SCHEDULE D. FINAL PROJECT COST & PROJECT CASH FLOW ANALYSIS

Refer to section 4 of the Investment Grade Audit Report, dated May 24, 2011 for details regarding the expected financial performance of the project throughout the entire contract term. The following tables clearly identify all financial components of the selected ECMs for this project, including interest rates, escalation rates, guaranteed savings figures, compensation figures, and cash-flow projections. The Budget Summary Report identifies hard costs, including labor costs, subcontractor costs, and cost of materials and equipment, and miscellaneous costs, such as permits, bonds, taxes, insurance, mark-ups, overhead, and profit.

Savings projections are delineated by utility/energy type in section 3 of the Investment Grade audit Report.

The Tables for this project are included below for reference:

- Table 1: Schedule D: Budget Summary Report (Contract Basis)
 - Table 1A: Schedule D: Budget Summary Report – Airport
 - Table 1B: Schedule D: Budget Summary Report – Parking Garages
- Table 2: Table 4.2 - ECM Summary Report (Contract Basis)
 - Table 2A: Table 4.2 ECM Summary Report – Airport
 - Table 2B: Table 4.2 ECM Summary Report – Parking Garages
- Table 3: Table 4.3 – Cash Flow (Contract Basis)
 - Table 3A: Table 4.3 Cash Flow – Airport
 - Table 3B: Table 4.3 Cash Flow – Parking Garages

Table 1: Schedule D: Budget Summary Report (Contract Basis)

Schedule D: Budget Summary Report			
Project	City of Billings		
Customer	Mark Evangeline		Revision
Scenario	Airport plus Parking Garages		2
Date	9/2/2011		Budget Phase
			GMAX
			Estimator
			McKinstry
CONSTRUCTION COSTS			
Item Name			TOTAL
Airport - Highway 3 Building	AH3 09.01 - Lighting		\$8,855
Airport Operations Center	AOC 09.01 - Lighting		\$55,168
Airport Operations Center	AOC 25.01 - Retro Commissioning		\$12,117
Airport Terminal I	APT 04.01 - Comprehensive Digital Controls		\$339,311
Airport Terminal I	APT 08.01 - VFD Installation		\$51,016
Airport Terminal I	APT 09.01 Building Lighting		\$354,739
Airport Terminal I	APT 25.01 - Retro Commissioning		\$13,943
Parking Garage - PARK ONE	PRE 09.01 - Lighting Upgrade		\$127,855
Parking Garage- PARK TWO	PRH 09.01 - Lighting Upgrade		\$100,013
Parking Garage - PARK TWO ADD'l	PG2 09.01 - Lighting Upgrade		\$51,759
Parking Garage - PARK THREE	PG3 09.01 - Lighting Upgrade		\$73,421
Measurement & Verification Setup			\$4,745
Jobsite Office Costs/Direct Project Costs			\$18,602
Site Supervision			\$130,388
SUB-TOTAL CONSTRUCTION COSTS			\$1,341,932
CONSTRUCTION COSTS			
Professional Services and Other Costs			
1	Performance Bond/Builder's Risk Insurance		\$12,480
2	Audit Fee		\$0
3	Design Services		\$161,032
4	Construction Management		\$80,516
5	Measurement & Verification (Years 0 - 3)		\$33,119
6	Overhead		\$195,489
7	Fee		\$138,472
SUB-TOTAL Professional Services and Other Costs			\$621,108
TOTAL IMPLEMENTATION COSTS			\$1,963,040
NON-CONSTRUCTION COSTS			
1	Owner Contingency		\$0
2	State Gross Receipts Tax 1%		\$14,349
SUB-TOTAL NON-CONSTRUCTION COSTS (SECTION B)			\$14,349
TOTAL GUARANTEED COST (SECTION A + SECTION B)			\$1,977,390
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Table 1A: Schedule D: Budget Summary Report – Airport

Schedule D: Budget Summary Report

Project	City of Billings	Revision	2
Customer	Mark Evangeline	Budget Phase	GMAX
Scenario	Airport selected FIMs	Estimator	McKinstry
Date	9/2/2011		

CONSTRUCTION COSTS		
Item Name		TOTAL
Airport - Highway 3 Building	AH3 09.01 - Lighting	\$8,855
Airport Operations Center	AOC 09.01 - Lighting	\$55,168
Airport Operations Center	AOC 25.01 - Retro Commissioning	\$12,117
Airport Terminal	APT 04.01 - Comprehensive Digital Controls	\$339,311
Airport Terminal	APT 08.01 - VFD Installation	\$51,016
Airport Terminal	APT 09.01 Building Lighting	\$354,739
Airport Terminal	APT 25.01 - Retro Commissioning	\$13,943
Measurement & Verification Setup		\$3,945
Jobsite Office Costs/Direct Project Costs		\$13,021
Site Supervision		\$91,272
SUB-TOTAL CONSTRUCTION COSTS		\$943,387

CONSTRUCTION COSTS		
Professional Services and Other Costs		
1	Performance Bond/Builder's Risk Insurance	\$8,774
2	Audit Fee	\$0
3	Design Services	\$113,206
4	Construction Management	\$56,603
5	Measurement & Verification (Years 0 - 3)	\$30,719
6	Overhead	\$138,323
7	Fee	\$97,979
SUB-TOTAL Professional Services and Other Costs		\$445,604
TOTAL IMPLEMENTATION COSTS		\$1,388,991

NON-CONSTRUCTION COSTS		
1	Owner Contingency	\$0
2	State Gross Receipts Tax 1%	\$10,088
SUB-TOTAL NON-CONSTRUCTION COSTS (SECTION B)		\$10,088

TOTAL GUARANTEED COST (SECTION A + SECTION B)	\$1,399,078
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Table 1B: Schedule D: Budget Summary Report – Parking Garages

Schedule D: Budget Summary Report			
Project	City of Billings		
Customer	Mark Evangeline		Revision
Scenario	Parking Garage		2
Date	9/2/2011		Budget Phase
			GMAX
			Estimator
			McKinstry
CONSTRUCTION COSTS			
Item Name			TOTAL
Parking Garage - PARK ONE	PG1 09.01 - Lighting Upgrade		\$127,855
Parking Garage- PARK TWO	PG2 09.01- Lighting Upgrade		\$100,013
Parking Garage - PARK TWO ADD'l	PG2 09.01 - Lighting Upgrade		\$51,759
Parking Garage - PARK THREE	PG3 09.01 - Lighting Upgrade		\$73,421
Measurement & Verification Setup			\$800
Jobsite Office Costs/Direct Project Costs			\$5,581
Site Supervision			\$39,116
SUB-TOTAL CONSTRUCTION COSTS			\$398,545
CONSTRUCTION COSTS			
Professional Services and Other Costs			
1	Performance Bond/Builder's Risk Insurance		\$3,706
2	Audit Fee		\$0
3	Design Services		\$47,825
4	Construction Management		\$23,913
5	Measurement & Verification (Years 0 - 3)		\$2,400
6	Overhead		\$57,167
7	Fee		\$40,493
SUB-TOTAL Professional Services and Other Costs			\$175,504
TOTAL IMPLEMENTATION COSTS			\$574,049
NON-CONSTRUCTION COSTS			
1	Owner Contingency		\$0
2	State Gross Receipts Tax 1%		\$4,262
SUB-TOTAL NON-CONSTRUCTION COSTS (SECTION B)			\$4,262
TOTAL GUARANTEED COST (SECTION A + SECTION B)			\$578,311
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Table 2: Table 4.2 - ECM Summary Report (Contract Basis)



Table 4.2 - FIM Summary

Project Scenario: Billings, City of
 Date: Airport Revised plus Parking Garages
 9.2.11

Facility Improvement Measures	Building	Budget *	Annual Utility Savings	Annual Operational Savings **	Simple Payback (SPB)	Potential Incentives ***	Non-Guaranteed Net Customer Cost (with Incentives)	Non-Guaranteed Simple Payback (SPB) (with Incentives)
AH3 09.01 - Lighting	Airport - Highway 3 Building	\$14,834	\$1,175	\$163	11.9	\$1,253	\$13,581	10.9
AOC 09.01- Lighting	Airport Operations Center	\$92,420	\$5,567	\$205	16.4	\$10,435	\$81,985	14.5
AOC 25.01 - Retro Commissioning	Airport Operations Center	\$20,299	\$1,808	\$0	11.2	\$0	\$20,299	11.2
APT 04.01 - Comprehensive Digital Controls	Airport Terminal	\$568,429	\$33,531	\$0	17.0	\$3,700	\$564,729	16.8
APT 08.01 - VFD Installation	Airport Terminal	\$85,464	\$18,264	\$0	4.7	\$6,725	\$78,739	4.3
APT 09.01 Building Lighting	Airport Terminal	\$594,274	\$38,769	\$4,567	14.7	\$24,094	\$570,180	14.1
APT 25.01 - Retro Commissioning	Airport Terminal	\$23,358	\$3,282	\$0	7.1	\$0	\$23,358	7.1
PG1 09.01 - Lighting Upgrade	Parking Garage - PARK ONE	\$209,433	\$12,908	\$1,567	14.5	\$3,100	\$206,333	14.3
PG2 09.01- Lighting Upgrade	Parking Garage - PARK TWO	\$163,827	\$21,823	\$2,879	6.6	\$5,948	\$157,879	6.4
PG2 09.02 - Garage Addition Lighting Upgrade	Parking Garage - PARK TWO	\$84,784	\$6,390	\$0	13.3	\$0	\$84,784	13.3
PG3 09.01- Lighting	Parking Garage - PARK THREE	\$120,267	\$9,545	\$2,201	10.2	\$1,608	\$118,659	10.1
Totals		\$1,977,390	\$153,063	\$11,582	12.5	\$56,863	\$1,920,527	12.2

* Since design cost, audit cost, etc. are distributed among the FIMs, the total project cost will not go up or down by exactly the amounts shown here if a FIM or FIMs are dropped.
 ** For non-recurring operational savings, the values are averaged over the 20-year length of this analysis.
 *** Incentives are contingent on final approval and are not guaranteed. Funds are shown for reference only.

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Table 2A: Table 4.2 - ECM Summary Report - Airport



Table 4.2 - FIM Summary

Project Scenario Date: Billings, City of Airport Revised 9.2.11

Facility Improvement Measure	Building	Budget *	Annual Utility Savings	Annual Operational Savings **	Simple Payback (SPB)	Potential Incentives ***	Non-Guaranteed Net Customer Cost (with Incentives)	Non-Guaranteed Simple Payback (SPB) (with Incentives)
AH3 09.01 - Lighting	Airport - Highway 3 Building	\$14,834	\$1,175	\$163	11.9	\$1,253	\$13,581	10.9
AOC 09.01 - Lighting	Airport Operations Center	\$92,420	\$5,567	\$205	16.4	\$10,435	\$81,985	14.5
AOC 25.01 - Retro Commissioning	Airport Operations Center	\$20,299	\$1,808	\$0	11.2	\$0	\$20,299	11.2
APT 04.01 - Comprehensive Digital Controls	Airport Terminal	\$568,429	\$33,531	\$0	17.0	\$3,700	\$564,729	16.8
APT 08.01 - VFD Installation	Airport Terminal	\$85,464	\$18,264	\$0	4.7	\$6,725	\$78,739	4.3
APT 09.01 Building Lighting	Airport Terminal	\$594,274	\$38,769	\$4,567	14.7	\$24,094	\$570,180	14.1
APT 25.01 - Retro Commissioning	Airport Terminal	\$23,358	\$3,282	\$0	7.1	\$0	\$23,358	7.1
Totals		\$1,399,078	\$102,397	\$4,935	13.4	\$46,207	\$1,352,871	13.0

* Since design cost, audit cost, etc. are distributed among the FIMs, the total project cost will not go up or down by exactly the amounts shown here if a FIM or FIMs are dropped.
 ** For non-recurring operational savings, the values are averaged over the 20-year length of this analysis.
 *** Incentives are contingent on final approval and are not guaranteed. Funds are shown for reference only.



Table 4.2 - FIM Summary

Project: Billings, City of
 Scenario: Parking Garages 1-3
 Date: 9.2.11

Facility Improvement Measures	Building	Budget *	Annual Utility Savings	Annual Operational Savings **	Simple Payback (SPB)	Potential Incentives ***	Non-Guaranteed Net Customer Cost (with Incentives)	Non-Guaranteed Simple Payback (SPB) (with Incentives)
PG1 09.01 - Lighting Upgrade	Parking Garage - PARK ONE	\$209,433	\$12,908	\$1,567	14.5	\$3,100	\$206,333	14.3
PG2 09.01- Lighting Upgrade	Parking Garage - PARK TWO	\$163,827	\$21,823	\$2,879	6.6	\$5,948	\$157,879	6.4
PG2 09.02 - Garage Addition Lighting Upgrade	Parking Garage - PARK TWO	\$84,784	\$6,390	\$0	13.3	\$0	\$84,784	13.3
PG3 09.01- Lighting	Parking Garage - PARK THREE	\$120,267	\$9,545	\$2,201	10.2	\$1,608	\$118,659	10.1
Totals		\$578,311	\$50,666	\$6,647	10.1	\$10,656	\$567,655	9.9

* Since design cost, audit cost, etc. are distributed among the FIMs, the total project cost will not go up or down by exactly the amounts shown here if a FIM or FIMs are dropped.
 ** For non recurring operational savings, the values are averaged over the 20 year length of this analysis.
 *** Incentives are contingent on final approval and are not guaranteed. Funds are shown for reference only.

Table 3: Table 4.3 – Cash Flow (Contract Basis)



Table 4.3 - Cash Flow Analysis

Project	City of Billings
Customer	Mark Evangeline
Scenario	Contract
Date	9/2/2011

Financing Assumptions:	Project Assumptions:	Other Assumptions:	
Total Project Cost	\$1,977,390	Total Contributed Capital	\$0
Financed Project Cost	\$1,920,527	Total Rebate	\$56,863
Rate of Financing	4.96%	Total Financing Costs	\$0
		Annual Electric Utility Rate Increase	3.0%
		Annual Operational Savings Increase	3.0%
		Service Agreement/M&V Cost Inc reases	0.0%

Year:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total	Borrowed	Difference
Operational Sources Available to Repay Obligation:																		
<u>Estimated Project Savings</u>																		
Energy Savings	\$ 153,063	\$ 157,655	\$ 162,385	\$ 167,256	\$ 172,274	\$ 177,442	\$ 182,765	\$ 188,248	\$ 193,896	\$ 199,713	\$ 205,704	\$ 211,875	\$ 218,232	\$ 224,778	\$ 231,522	\$ 2,846,810		
Operational Savings - Capital Cost Avoidance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Operational Savings - Repair Parts	\$ 11,582	\$ 11,929	\$ 12,287	\$ 12,656	\$ 13,036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,490		
Total Project Savings	\$ 164,645	\$ 169,585	\$ 174,672	\$ 179,912	\$ 185,310	\$ 177,442	\$ 182,765	\$ 188,248	\$ 193,896	\$ 199,713	\$ 205,704	\$ 211,875	\$ 218,232	\$ 224,778	\$ 231,522	\$ 2,908,300		
Financing 1 - Board of Investments:																		
Estimated Interest Rate	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%			
Beginning Balance	\$ 1,920,527	\$ 1,851,139	\$ 1,773,371	\$ 1,686,659	\$ 1,590,404	\$ 1,483,979	\$ 1,380,142	\$ 1,265,832	\$ 1,140,368	\$ 1,003,035	\$ 853,072	\$ 689,681	\$ 512,014	\$ 319,178	\$ 110,231			
Interest	\$ 95,258	\$ 91,817	\$ 87,959	\$ 83,658	\$ 78,884	\$ 73,605	\$ 68,455	\$ 62,785	\$ 55,562	\$ 49,751	\$ 42,312	\$ 34,208	\$ 25,398	\$ 15,831	\$ 5,467	\$ 871,950		
Principal	\$ 69,387	\$ 77,769	\$ 86,713	\$ 96,254	\$ 106,426	\$ 109,837	\$ 114,310	\$ 125,483	\$ 137,334	\$ 149,962	\$ 163,392	\$ 177,667	\$ 192,836	\$ 209,947	\$ 228,054	\$ 2,036,350	\$1,920,527	-\$115,824
Total Payments	\$ 164,645	\$ 169,585	\$ 174,672	\$ 179,912	\$ 185,310	\$ 177,442	\$ 182,765	\$ 188,248	\$ 193,896	\$ 199,713	\$ 205,704	\$ 211,875	\$ 218,232	\$ 224,778	\$ 231,522			
Ending Balance	\$ 1,851,139	\$ 1,773,371	\$ 1,686,659	\$ 1,590,404	\$ 1,483,979	\$ 1,380,142	\$ 1,265,832	\$ 1,140,368	\$ 1,003,035	\$ 853,072	\$ 689,681	\$ 512,014	\$ 319,178	\$ 110,231	(\$ 115,824)			

Table 3A: Table 4.3 – Cash Flow Airport



Table 4.3 - Cash Flow Analysis

Project	City of Billings
Customer	Mark Evangeline
Scenario	Airport Revised
Date	9/2/2011

Financing Assumptions:		Project Assumptions:		Other Assumptions:	
Total Project Cost	\$1,399,078	Total Contributed Capital	\$0	Annual Electric Utility Rate Increase	3.0%
Financed Project Cost	\$1,352,871	Total Rebate	\$46,207	Annual Operational Savings Increase	3.0%
Rate of Financing	4.96%	Total Financing Costs	\$0	Service Agreement/M&V Cost Inc.reases	0.0%

Year:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total	Borrowed	Difference
Operational Sources Available to Repay Obligation:																		
<u>Estimated Project Savings</u>																		
Energy Savings	\$ 102,397	\$ 105,469	\$ 108,633	\$ 111,892	\$ 115,249	\$ 118,706	\$ 122,267	\$ 125,935	\$ 129,714	\$ 133,605	\$ 137,613	\$ 141,741	\$ 145,994	\$ 150,374	\$ 154,885	\$ 1,904,474		
Operational Savings - Capital Cost Avoidance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Operational Savings - Repair Parts	\$ 4,935	\$ 5,083	\$ 5,236	\$ 5,393	\$ 5,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,201		
Total Project Savings	\$ 107,332	\$ 110,552	\$ 113,869	\$ 117,285	\$ 120,803	\$ 118,706	\$ 122,267	\$ 125,935	\$ 129,714	\$ 133,605	\$ 137,613	\$ 141,741	\$ 145,994	\$ 150,374	\$ 154,885	\$ 1,930,675		
Financing 1 - Board of Investments:																		
Estimated Interest Rate	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%			
Beginning Balance	\$ 1,352,871	\$ 1,312,642	\$ 1,267,197	\$ 1,216,181	\$ 1,159,219	\$ 1,095,913	\$ 1,031,564	\$ 960,463	\$ 882,166	\$ 796,208	\$ 702,095	\$ 599,306	\$ 487,290	\$ 365,466	\$ 233,219			
Interest	\$ 67,102	\$ 65,107	\$ 62,853	\$ 60,323	\$ 57,497	\$ 54,357	\$ 51,166	\$ 47,639	\$ 43,755	\$ 39,492	\$ 34,824	\$ 29,720	\$ 24,170	\$ 18,127	\$ 11,568	\$ 667,705		
Principal	\$ 40,230	\$ 45,445	\$ 51,016	\$ 56,962	\$ 63,306	\$ 64,949	\$ 71,102	\$ 78,297	\$ 85,959	\$ 94,113	\$ 102,789	\$ 112,016	\$ 121,824	\$ 132,246	\$ 143,317	\$ 1,262,969	\$ 1,352,871	\$ 89,902
Total Payments	\$ 107,332	\$ 110,552	\$ 113,869	\$ 117,285	\$ 120,803	\$ 118,706	\$ 122,267	\$ 125,935	\$ 129,714	\$ 133,605	\$ 137,613	\$ 141,741	\$ 145,994	\$ 150,374	\$ 154,885			
Ending Balance	\$ 1,312,642	\$ 1,267,197	\$ 1,216,181	\$ 1,159,219	\$ 1,095,913	\$ 1,031,564	\$ 960,463	\$ 882,166	\$ 796,208	\$ 702,095	\$ 599,306	\$ 487,290	\$ 365,466	\$ 233,219	\$ 89,902			

Table 3B: Table 4.3 – Cash Flow Parking Garages



Table 4.3 - Cash Flow Analysis

Project	City of Billings
Customer	Mark Evangeline
Scenario	Parking Garages
Date	9/2/2011

Financing Assumptions:		Project Assumptions:		Other Assumptions:	
Total Project Cost	\$578,311	Total Contributed Capital	\$0	Annual Electric Utility Rate Increase	3.0%
Financed Project Cost	\$567,655	Total Rebate	\$10,656	Annual Operational Savings Increase	3.0%
Rate of Financing	4.96%	Total Financing Costs	\$0	Service Agreement/M&V Cost Inc reases	0.0%

Year:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total	Borrowed	Difference
Operational Sources Available to Repay Obligation:																		
<u>Estimated Project Savings</u>																		
Energy Savings	\$ 50,666	\$ 52,186	\$ 53,752	\$ 55,364	\$ 57,025	\$ 58,736	\$ 60,498	\$ 62,313	\$ 64,182	\$ 66,108	\$ 68,091	\$ 70,134	\$ 72,238	\$ 74,405	\$ 76,637	\$ 942,336		
Operational Savings - Capital Cost Avoidance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Operational Savings - Repair Parts	\$ 6,647	\$ 6,846	\$ 7,052	\$ 7,263	\$ 7,481	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,290		
Total Project Savings	\$ 57,313	\$ 59,033	\$ 60,804	\$ 62,628	\$ 64,506	\$ 58,736	\$ 60,498	\$ 62,313	\$ 64,182	\$ 66,108	\$ 68,091	\$ 70,134	\$ 72,238	\$ 74,405	\$ 76,637	\$ 977,625		
Financing 1 - Board of Investments:																		
Estimated Interest Rate	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%	4.96%			
Beginning Balance	\$ 567,655	\$ 538,498	\$ 506,175	\$ 470,477	\$ 431,185	\$ 388,066	\$ 348,578	\$ 305,369	\$ 258,202	\$ 206,827	\$ 150,978	\$ 90,375	\$ 24,724	\$ (46,288)	\$ (122,989)			
Interest	\$ 28,156	\$ 26,709	\$ 25,196	\$ 23,536	\$ 21,767	\$ 19,248	\$ 17,289	\$ 15,146	\$ 12,807	\$ 10,259	\$ 7,488	\$ 4,483	\$ 1,226	\$ (2,250)	\$ (6,190)	\$ 204,244		
Principal	\$ 29,157	\$ 32,323	\$ 35,697	\$ 39,292	\$ 43,120	\$ 49,400	\$ 43,209	\$ 47,167	\$ 51,376	\$ 55,849	\$ 60,603	\$ 65,651	\$ 71,012	\$ 76,781	\$ 82,737	\$ 773,381	\$567,655	-\$205,726
Total Payments	\$ 57,313	\$ 59,033	\$ 60,804	\$ 62,628	\$ 64,506	\$ 58,736	\$ 60,498	\$ 62,313	\$ 64,182	\$ 66,108	\$ 68,091	\$ 70,134	\$ 72,238	\$ 74,405	\$ 76,637			
Ending Balance	\$ 538,498	\$ 506,175	\$ 470,477	\$ 431,185	\$ 388,066	\$ 348,578	\$ 305,369	\$ 258,202	\$ 206,827	\$ 150,978	\$ 90,375	\$ 24,724	\$ (46,288)	\$ (122,989)	\$ (205,726)			

Table 4: Anticipated Draw Schedule

The Table Below shows the anticipated project billings. The first payment shall be equal to the amount shown as the first line item (0 days after "Notice to Proceed") and shall be due upon issuance of the "Notice to Proceed". This billing includes 20% for mobilization. All subsequent billings will reflect true progress during implementation. This schedule is based on our anticipated progress and should be considered as a guide. Billings will be based on actual progress.

Days after NTP	Approx Payment %	Payment Estimate
0	20.0	\$ 395,478
30	8.8	\$ 174,010
60	6.0	\$ 118,643
90	8.0	\$ 158,191
120	8.0	\$ 158,191
150	8.0	\$ 158,191
180	10.0	\$ 197,739
210	10.0	\$ 197,739
240	8.0	\$ 158,191
270	7.0	\$ 138,417
300	6.2	\$ 122,598
	Project Total	\$ 1,977,390

SCHEDULE E. FINANCING AGREEMENT AND PAYMENT SCHEDULE

The City of Billings is pursuing a private loan. Once financing is closed, the Financing Agreement and Payment Schedule can be included in this Schedule E.

SCHEDULE F. COMPENSATION TO CONTRACTOR FOR M&V

The M&V for years one (1) through three (3) are included in this contract. Please refer to the Investment Grade Audit, Section 3, and Table 3.2 for a summary of the proposed measurement and verification scope.

AUDIT AND CONSTRUCTION PHASE

SCHEDULE G. DESCRIPTION OF PROJECT SITE(S)

Refer to section 5 of the Investment Grade Audit Report, dated May 24, 2011 for details regarding the condition of the Project Sites at the time of contract execution. Section 5 includes items such as facility square footage, building construction, use, occupancy, hours of operation, and any known special conditions.

Refer to section 3 of the Investment Grade Audit Report, dated May 24, 2011 for details regarding Key Factors of equipment and system operation that describe configuration and function at the time of contract execution.

SCHEDULE H. EQUIPMENT TO BE INSTALLED BY CONTRACTOR

Refer to sections 3 and 5 of the Investment Grade Audit Report, dated May 24, 2011 for details regarding the Key Factors (efficiency and performance) of the equipment that is proposed to be installed. A detailed design process is going to be undertaken by McKinstry during the pre-construction phase of this project that will identify and specify equipment to be installed that conforms to or exceeds the Key Factors noted above. Also, the design process will deliver at least the following information to the City of Billings for the equipment to be installed: manufacturer, quantity, installation location, and warranty information. The design process will also document and describe any modifications made to existing equipment, as applicable.

SCHEDULE I. CONSTRUCTION AND EQUIPMENT INSTALLATION SCHEDULE

Refer to section 2 of the Investment Grade Audit Report, dated May 24, 2011 for details regarding the preliminary projected milestones for project construction and installation. McKinstry does not guarantee adherence to this preliminary schedule, and is not responsible for additional costs incurred by the City of Billings as a result of a prolonged construction schedule.

SCHEDULE J. SYSTEMS START-UP AND COMMISSIONING; OPERATING PARAMETERS OF INSTALLED EQUIPMENT

The Commissioning and Start-Up Plan are not presented as part of this contract. However, the commissioning and start up plan will be developed during the pre-construction phase and provided to the City of Billings for review and comment. This plan will detail the performance testing procedures that will be used to start-up and commission the installed equipment. The City of Billings will be notified of, and have the option to be present during, all commissioning procedures.

Refer to section 3 of the Investment Grade Audit Report, dated May 24, 2011 for details regarding the specified operating parameters for the installed equipment.

SCHEDULE K. STANDARDS OF COMFORT

Refer to section 3 of the Investment Grade Audit Report and section 5.6 Airport Terminal eQuest model, dated May 24, 2011 for details regarding heating, cooling, lighting, ventilation and other standards of comfort applicable to this project.

SCHEDULE L. CONTRACTOR’S TRAINING RESPONSIBILITIES

McKinstry will provide digital controls systems training per building where new digital controls equipment is to be installed. McKinstry will also cause to be provided additional training provided by sub-contractors as it relates to their specific mechanical equipment and systems, as identified during the RFP process for each FIM.

The City of Billings has the option to negotiate additional training and service support at their discretion.

Table L-1: Matrix of City of Billings Training to Be Conducted by Contractor

Lighting	Training to be completed in conjunction with the final punchlist/acceptance walk thru of each building.	N/A
Controls	Initial training to be provided during the start-up phase at each building, plus a follow up for City of Billings personnel approximately 6 months after the Commencement Date.	Approx. 3 days classroom sessions within 30 calendar days of the Commencement Date, plus an additional 16 hours total at 6 months after Commencement Date.
VFD	Initial training to be provided during the start-up phase at each building.	Approx. 2 hours per building
Retrocommissioning	Training to be completed in conjunction with the final punchlist/acceptance walk thru of each building.	Approx. 2 hours per building

POST CONSTRUCTION

SCHEDULE M. CONTRACTOR'S MAINTENANCE RESPONSIBILITIES

McKinstry shall perform all maintenance on equipment installed in this project up to the date of Substantial Completion for any individual ECM (or portion thereof), as outlined by Article 9 of this Contract.

Prior to the Commencement Date, McKinstry will communicate maintenance requirements associated with major equipment and systems installed as part of the Contract. This communication will be based upon Original Equipment Manufacturer maintenance requirements, as well as the specific knowledge of operating use type, run time, climate, criticality, and customer input. All individual equipment and system maintenance (by City of Billings) will need to contain the key elements of specific tasking, timing, and reporting.

For major equipment installed in any group of ECM's (e.g. Lighting), McKinstry will provide to the City of Billings maintenance schedules specific to the equipment installed on the Commencement Date.

SCHEDULE N. CITY OF BILLINGS MAINTENANCE RESPONSIBILITIES

The City of Billings shall have no maintenance responsibilities on equipment installed in this contract prior to the date of Substantial Completion for any individual ECM (or portion thereof) as contemplated by Article 9 of this Contract.

After such date, it is the City of Billings responsibility to provide all maintenance for all equipment and systems installed as part of this project as per manufacturer recommendations, which will be provided in project O&M manuals, as well as to maintain industry acceptable maintenance practices on all existing equipment that shall remain in operation following the completion of this project.

The City of Billings shall maintain the Direct Digital Controls systems such that the sequences of operation and scheduling functions shall remain fully functional and performing the energy savings functions as originally designed. Modifications to the sequences of operation may trigger modifications to the estimated annual energy savings per Schedule A. The required annual preventative maintenance is included as part of the manufacturer's warranty requirements as described in the O&M documents that will be delivered at the completion of project implementation.

SCHEDULE O. FACILITY MAINTENANCE CHECKLIST

In accordance with Schedule M, McKinstry will maintain and communicate maintenance requirements associated with major equipment and systems installed as part of the contract. McKinstry will develop said maintenance checklist with information directly from these maintenance requirements.

ADMINISTRATION

SCHEDULE P. ANNUAL REPORTING REQUIREMENTS

The Annual M&V Reports will contain at least the following information:

Schedule P- Annual Reporting Requirements

Agency Name/Agency Contact (Include Email and Phone Number)
Facility Name/Facility Contact (Include Email and Phone Number)
Contractor Name/Contractor Contact (Include Email and Phone Number)
Total Square Footage of Project Site/Contract Start Date/Contract End Date
Current Repayment Year (ex. Yr. 3/ 2005)
Reporting Timeframe (ex. Jan 1-Dec. 31)
Installed Project Cost (no financing costs)
Total Contract Value of Guaranteed Savings
Annual Value of Guaranteed Savings
Measured Energy Savings
Operational Savings
Avoided Capital Cost (if applicable)
Annual Dollar Value of Achieved Savings
Total Annual Achieved Energy Savings (MMBTU)
Electric
Natural Gas
Oil
Coal
Steam
Other
Annual Water Savings (kgal)

Annual Avoided NOx Emissions (Tons)
Annual Avoided SOx Emissions (Tons)
Annual Avoided CO2 Emissions (Tons)
ENERGY STAR Rating (if applicable)

SCHEDULE Q. ALTERNATIVE DISPUTE RESOLUTION

When the affect on energy savings cannot be accurately determined due to changes that may be Material Changes, Projected Energy Savings for that portion of the Project Site(s) undergoing change will be used to determine the actual savings and until the effect of the change can be determined by McKinstry.

SCHEDULE R. PRE-EXISTING SERVICE CONTRACTS

No pre-existing service contracts are known of by McKinstry.

SCHEDULE S. CURRENT AND KNOWN CAPITAL PROJECTS AT FACILITY

No capital projects are known of by McKinstry.

EXHIBITS

EXHIBIT I	Performance Bond
EXHIBIT II	Labor and Material Payment Bond
EXHIBIT III (i)	Certificate of Acceptance—Investment Grade Audit Report
EXHIBIT III (ii)	Certificate of Acceptance—Installed Equipment
EXHIBIT III (iii)	Notice of Substantial Completion—Individual ECM's
EXHIBIT IV	Equipment Warranties
EXHIBIT V	Montana Prevailing Wage Rate Schedule
EXHIBIT VI	Progress Payment Application Form

APPENDICES

APPENDIX A	Investment Grade Audit Report
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EXHIBIT I: Performance Bond

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Performance Bond

Bond # 105345921

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):
Travelers Casualty and Surety Company of America

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

**PAYMENT
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.:

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens

or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor

furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other

items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

EXHIBIT II: Labor and Material Payment Bond

SAMPLE

Bond No. _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, That we, _____

_____, whose principal office is located in the City of _____

_____, State of _____, as Principal, and the _____

_____ a _____ Corporation of _____, as Surety, are held

and firmly bound unto _____

of _____, as Oblige, in the penal sum of _____

_____ (\$ _____) Dollars,

lawful money of the United States for payment of which sum, well and truly be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal entered into a certain Contract Agreement

with the Oblige, dated the _____ day of _____, _____,

wherein the Principal has agreed to fully perform and complete the following work:

as more fully set forth in said Contract Agreement.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all of the covenants, terms and conditions of the said Contract Agreement, and shall pay for all labor performed and materials furnished in the prosecution of the work provided for under the terms of the said Contract Agreement, then this obligation shall be null and void, otherwise to remain in full force and effect. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, this _____ day of _____, _____.

Principal

By _____

Attorney-in-Fact

EXHIBIT III (ii): Certificate of Acceptance – Installed Equipment

To be provided under a separate cover.

EXHIBIT III (iii): Notice of Substantial Completion – Individual ECM's



Date: TBD
 Customer: City of Billings

 Attn: Christina Volek
 City Administrator

 Subject: ESCO Project: City of Billings Phase 1
 Contract # TBD McKinstry Project # TBD

 Re: ***Notice of Substantial Completion – Individual ECM No. ***

Dear Ms. Volek:
 Pursuant to the Conditions of the Performance Contract, McKinstry is hereby serving notice that the following equipment or services have been commissioned and that the City of Billings is receiving beneficial use of the installed equipment. The following table provides the date of substantial completion with regards to the specific ECMs that were installed at your facilities:

ECM #	ECM Name	Facility Name	Commissioning Date	Warranty Start Date

Please signify your acceptance of these dates by signing and returning this form to McKinstry to the attention of Dan Whitlock.

Please call if you have any questions.

Sincerely,

Dan Whitlock
 Construction Manager
 McKinstry

Signature: _____ Date of Acceptance _____
 Christina Volek

EXHIBIT IV: Equipment Warranties

To be provided in project O&M Manuals.

EXHIBIT VI: Montana Prevailing Wage Rate Schedule

**MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION 2011**

Effective: January 27, 2011

**Brian Schweitzer, Governor
State of Montana**

**Keith Kelly, Commissioner
Department of Labor and Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semiskilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM) 24.17.501(2) – 2(a), Public Works Contracts for Construction Services Subject to Prevailing Wage Rates, states: *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”

C. Definition of Public Works Contract

Montana Code Annotated 18-2-401(11)(a), defines “public works contract” as *“a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage rate adjustments for multiyear contracts

Section 18-2-417, Montana Code Annotated states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, Montana Code Annotated states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

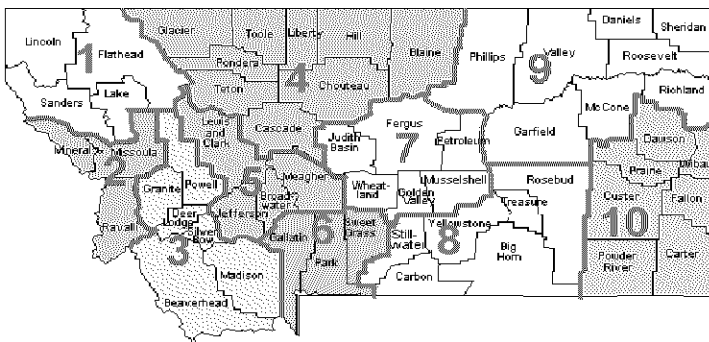
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Per Diem

Per Diem typically covers the costs associated with board and lodging expenses and are paid when an employee is required to work at a location outside the daily commuting distance and is required to stay overnight or longer.

I. Prevailing Wage Districts

Montana counties are aggregated into 10 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



J. Computing Travel Benefits

Travel pay, for the purposes of public works projects, shall be determined by measuring the road miles (one way) over the shortest practical maintained route from *the county courthouse of the designated city for each district or the employee's home, whichever is closer, to the center of the job*. Each city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 - Kalispell: includes Flathead, Lake, Lincoln, and Sanders Counties

District 2 - Missoula: includes Mineral, Missoula, and Ravalli Counties

District 3 - Butte: includes Beaverhead, Deer Lodge, Granite, Madison, Powell, and Silver Bow Counties

District 4 - Great Falls: includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties

District 5 - Helena: includes Broadwater, Jefferson, Lewis and Clark, and Meagher Counties

District 6 - Bozeman: includes Gallatin, Park, and Sweet Grass Counties

District 7 - Lewistown: includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, and Wheatland Counties

District 8 - Billings: includes Big Horn, Carbon, Rosebud, Stillwater, Treasure, and Yellowstone Counties

District 9 - Glasgow: includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, and Valley Counties

District 10 - Miles City: includes Carter, Custer, Dawson, Fallon, Prairie, Powder River, and Wibaux Counties

When travel pay is applicable and is shown as an additional amount added to base pay, it means for hours worked on the project, not time spent traveling.

K. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated states, "*... The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.*" Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate prevailing wage rate when working on a public works contract.

L. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated provides that contractors, subcontractors and employers who are "*performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.*"

M. Employment Preference

Sections 18-2-403 and 18-2-409, Montana Code Annotated requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

N. Building Construction Occupations Website

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

O. Welders' Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

P. Foremans' Rates

Rates are no longer set for foreman. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BOILERMAKERS

	Wage	Benefit
District 1	\$30.16	\$22.24
District 2	\$30.16	\$22.24
District 3	\$30.16	\$22.24
District 4	\$30.16	\$22.24
District 5	\$30.16	\$22.24
District 6	\$30.16	\$22.24
District 7	\$30.16	\$22.24
District 8	\$30.16	\$22.24
District 9	\$30.16	\$22.24
District 10	\$30.16	\$22.24

Travel:
All Districts
0-70 mi. free zone
>70-120 mi. \$55/day
>120 mi. \$70/day + current federal mileage rate/mi.

BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$26.06	\$ 9.35
District 2	\$26.06	\$ 9.35
District 3	\$26.06	\$ 9.35
District 4	\$25.16	\$ 9.35
District 5	\$25.16	\$ 9.35
District 6	\$25.16	\$ 9.35
District 7	\$25.16	\$ 9.35
District 8	\$25.16	\$ 9.35
District 9	\$25.16	\$ 9.35
District 10	\$25.16	\$ 9.35

Travel:
All Districts
0-45 mi. free zone
>45-60 mi. \$25/day
>60-90 mi. \$55/day
>90 mi. \$65/day

CARPENTERS

	Wage	Benefit
District 1	\$20.57	\$6.26
District 2	\$20.82	\$9.39
District 3	\$23.70	\$7.90
District 4	\$19.74	\$8.74
District 5	\$19.25	\$6.62
District 6	\$19.25	\$6.94
District 7	\$19.74	\$9.09
District 8	\$19.74	\$9.09
District 9	\$17.39	\$2.15
District 10	\$19.74	\$9.09

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-50 mi. \$20/day
>50 mi. \$30/day

District 3

0-30 mi. free zone
>30-50 mi. \$18/day
>50 mi. \$25/day

District 4

0-15 mi. free zone
>15-30 mi. base pay + \$2.50/hr
>30-50 mi. base pay + \$3.75/hr
>50 mi. base pay + \$6.25/hr

Districts 5 & 6

0-15 mi. free zone
>15-30 mi. base pay + \$1.00/hr
>30-50 mi. base pay + \$1.50/hr
>50 mi. base pay + \$2.00/hr

Districts 7-10

0-30 mi. free zone
>30-60 mi. base pay + \$3.70/hr
>60 mi. base pay + \$5.60/hr

Duties Include:

Install roll and batt insulation.

CEMENT MASONS

	Wage	Benefit
District 1	\$18.33	\$7.96
District 2	\$18.33	\$7.96
District 3	\$20.24	\$7.96
District 4	\$18.33	\$7.96
District 5	\$18.33	\$7.96
District 6	\$18.33	\$7.96
District 7	\$18.33	\$7.96
District 8	\$16.00	\$6.80
District 9	\$18.33	\$7.96
District 10	\$18.33	\$7.96

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-60 mi. base pay + \$1.05/hr
>60 mi. base pay + \$1.50/hr

Districts 3-10

0-30 mi. free zone
>30-60 mi. base pay + \$2.95/hr
>60 mi. base pay + \$4.75/hr

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$23.94	\$9.50
District 2	\$23.94	\$9.50
District 3	\$23.94	\$9.50
District 4	\$23.94	\$9.50
District 5	\$23.94	\$9.50
District 6	\$23.94	\$9.50
District 7	\$23.94	\$9.50
District 8	\$23.94	\$9.50
District 9	\$23.94	\$9.50
District 10	\$23.94	\$9.50

Travel:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr

>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, to and incl. 3 cu.yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu.yd to and inc. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$24.34	\$9.50
District 2	\$24.34	\$9.50
District 3	\$24.34	\$9.50
District 4	\$24.34	\$9.50
District 5	\$24.34	\$9.50
District 6	\$24.34	\$9.50
District 7	\$24.34	\$9.50
District 8	\$24.34	\$9.50
District 9	\$24.34	\$9.50
District 10	\$24.34	\$9.50

Travel:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr

>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$25.00	\$9.50
District 2	\$25.00	\$9.50
District 3	\$25.00	\$9.50
District 4	\$25.00	\$9.50
District 5	\$25.00	\$9.50
District 6	\$25.00	\$9.50
District 7	\$25.00	\$9.50
District 8	\$25.00	\$9.50
District 9	\$25.00	\$9.50
District 10	\$25.00	\$9.50

Travel:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr

>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:

Asphalt\Hot Plant Operator; Cranes, 25 tons to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$25.50	\$9.50
District 2	\$25.50	\$9.50
District 3	\$25.50	\$9.50
District 4	\$25.50	\$9.50
District 5	\$25.50	\$9.50
District 6	\$25.50	\$9.50
District 7	\$25.50	\$9.50
District 8	\$25.50	\$9.50
District 9	\$25.50	\$9.50
District 10	\$25.50	\$9.50

Travel:

All Districts

>0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr

>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:

Cranes, 45 tons to and incl. 74 tons.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$26.60	\$9.50
District 2	\$26.60	\$9.50
District 3	\$26.60	\$9.50
District 4	\$26.60	\$9.50
District 5	\$26.60	\$9.50
District 6	\$26.60	\$9.50
District 7	\$26.60	\$9.50
District 8	\$26.60	\$9.50
District 9	\$26.60	\$9.50
District 10	\$26.60	\$9.50

Travel:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr

>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:

Cranes, 75 tons to and incl. 149 tons; Cranes, Whirley (All).

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$27.10	\$9.50
District 2	\$27.10	\$9.50
District 3	\$27.10	\$9.50
District 4	\$27.10	\$9.50
District 5	\$27.10	\$9.50
District 6	\$27.10	\$9.50
District 7	\$27.10	\$9.50
District 8	\$27.10	\$9.50
District 9	\$27.10	\$9.50
District 10	\$27.10	\$9.50

Travel:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr
>60 mi. base pay + \$5.50/hr

This group includes but is not limited to:
Cranes, 150 tons to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

CONSTRUCTION LABORERS GROUP 1

	Wage	Benefit
District 1	\$18.88	\$7.27
District 2	\$18.88	\$7.27
District 3	\$16.30	\$6.52
District 4	\$16.30	\$6.52
District 5	\$16.30	\$6.52
District 6	\$16.30	\$6.52
District 7	\$16.30	\$6.52
District 8	\$16.30	\$6.52
District 9	\$16.30	\$6.52
District 10	\$16.30	\$6.52

Travel:
Districts 1 & 2
0-30 mi. free zone
>30-60 mi. base pay + \$1.50/hr
>60 mi. base pay + \$2.00/hr

District 3-10
0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr
>30-50 mi. base pay + \$0.85/hr
>50 mi. base pay + \$1.25/hr

Occupation:
Flagpersons

CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$19.13	\$3.24
District 2	\$18.03	\$4.44
District 3	\$17.43	\$5.41
District 4	\$17.25	\$6.52
District 5	\$17.59	\$6.51
District 6	\$18.19	\$6.84
District 7	\$17.52	\$6.52
District 8	\$14.68	\$4.50
District 9	\$17.25	\$2.66
District 10	\$14.31	\$5.69

Travel:

Districts 1 & 2

0-30 mi. free zone
 >30-60 mi. base pay + \$1.50/hr
 >60 mi. base pay + \$2.00/hr

District 3 & 6

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr
 >30-50 mi. base pay + \$0.75/hr
 >50 mi. base pay + \$1.25/hr

District 5

0-15 mi. free zone
 >15-30 mi. base pay + \$0.9./hr
 >30-50 mi. base pay + \$1.31/hr
 >50 mi. base pay + \$2.09/hr

Districts 4, 7-10

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr
 >30-50 mi. base pay + \$0.85/hr
 >50 mi. base pay + \$1.25/hr

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprappet; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$19.28	\$7.27
District 2	\$19.28	\$7.27
District 3	\$18.14	\$7.55
District 4	\$17.30	\$6.52
District 5	\$18.14	\$7.55
District 6	\$18.13	\$5.90
District 7	\$17.30	\$6.52
District 8	\$17.30	\$6.52
District 9	\$17.30	\$6.52
District 10	\$17.30	\$6.52

Travel:

Districts 1 & 2

0-30 mi. free zone
 >30-60 mi. base pay + \$1.50/hr
 >60 mi. base pay + \$2.00/hr

Districts 3, 5, 6

0-15 mi. free zone
 >15-30 mi. base pay + \$0.93/hr
 >30-50 mi. base pay + \$1.31/hr
 >50 mi. base pay + \$2.09/hr

District 4, 7-10

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr
 >30-50 mi. base pay + \$0.85/hr
 >50 mi. base pay + \$1.25/hr

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$22.48	\$7.27
District 2	\$18.89	\$7.27
District 3	\$18.86	\$7.55
District 4	\$17.35	\$6.52
District 5	\$18.86	\$7.55
District 6	\$18.86	\$6.22
District 7	\$17.35	\$6.52
District 8	\$17.35	\$6.52
District 9	\$17.35	\$6.52
District 10	\$17.35	\$6.52

Travel:

Districts 1 & 2

0-30 mi. free zone

>30-60 mi. base pay + \$1.50/hr

>60 mi. base pay + \$2.00/hr

Districts 3, 5, 6

>0-15 mi. free zone

>15-30 mi. base pay + \$0.93/hr

>30-50 mi. base pay + \$1.31/hr

>50 mi. base pay + \$2.09/hr

District 4, 7-10

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr

>30-50 mi. base pay + \$0.85/hr

>50 mi. base pay + \$1.25/hr

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder including Air Arc.

Note: ***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$20.90	\$ 5.61
District 2	\$20.90	\$10.06
District 3	\$24.00	\$ 7.90
District 4	\$16.46	\$ 7.85
District 5	\$19.25	\$ 9.45
District 6	\$19.25	\$ 9.45
District 7	\$19.74	\$ 9.09
District 8	\$16.06	\$ 9.09
District 9	\$19.74	\$ 9.09
District 10	\$19.74	\$ 9.09

Travel:

Districts 1 & 2

0-30 mi. free zone

>30-50 mi. \$20/day

>50 mi. \$30/day

District 3

0-30 mi. free zone

>30-50 mi. \$18/day

>50 mi. \$25/day

District 4

0-15 mi. free zone

>15-30 mi. base pay + \$2.50/hr

>30-50 mi. base pay + \$3.75/hr

>50 mi. base pay + \$6.25/hr

Districts 5 & 6

0-15 mi. free zone

>15-30 mi. base pay + \$1.00/hr

>30-50 mi. base pay + \$1.50/hr

>50 mi. base pay + \$2.00/hr

Districts 7-10

0-30 mi. free zone

>30-60 mi. base pay + \$3.70/hr

>60 mi. base pay + \$5.60/hr

Duties Include:

Drywall and ceiling tile installation.

ELECTRICIANS (INCLUDING BUILDING AUTOMATION CONTROL)

	Wage	Benefit
District 1	\$27.02	\$10.37
District 2	\$26.39	\$ 9.76*
District 3	\$26.80	\$10.59
District 4	\$28.26	\$ 9.15
District 5	\$28.26	\$ 9.15
District 6	\$26.61	\$ 9.20
District 7	\$28.26	\$ 9.15
District 8	\$29.38	\$ 9.88
District 9	\$29.38	\$ 9.88
District 10	\$29.38	\$ 9.88

Travel:

Districts 1 & 2

0-10 mi. free zone
 >10-45 mi. \$0.585/mi.
 >45 mi. \$65/day

District 3

0-10 mi. free zone
 >10-55 mi. current federal mileage rate/mi.
 >55 mi. \$60/day + current federal mileage rate/mi.

*Corrected 05/13/2011

Districts 4, 5, 7

0-8 mi. free zone
 >8-50 mi. current federal mileage rate/mi.
 >50 mi. \$55/day

District 6

0-18 mi. free zone
 >18-60 mi. current federal mileage rate/mi.
 >60 mi. \$65/day
 Big Sky and West Yellowstone \$75/day

Districts 8, 9, 10

0-18 mi. free zone
 >18-60 mi. current federal mileage rate/mi.
 >60 mi. \$75/day

Duties Include:

Electrical wiring; equipment and fixtures; street lights; electrical control systems. . Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$44.14	\$24.98
District 2	\$44.14	\$24.98
District 3	\$44.14	\$24.98
District 4	\$44.14	\$24.98
District 5	\$44.14	\$24.98
District 6	\$44.14	\$24.98
District 7	\$44.14	\$24.98
District 8	\$44.14	\$24.98
District 9	\$44.14	\$24.98
District 10	\$44.14	\$24.98

Travel:

All Districts

0-15 mi. free zone
 >15-25 mi. \$35.27/day
 >25-35 mi. \$70.54/day
 >35 mi. \$72.55/day + \$0.66/mi.

FLOOR LAYERS

	Wage	Benefit
District 1	\$17.35	\$6.23
District 2	\$17.35	\$6.23
District 3	\$20.00	\$8.18
District 4	\$17.35	\$6.23
District 5	\$17.35	\$6.23
District 6	\$20.00	\$8.18
District 7	\$20.00	\$8.18
District 8	\$20.00	\$8.18
District 9	\$17.35	\$6.23
District 10	\$20.00	\$8.18

Travel:
All Districts
0-10 mi. free zone
>10 mi. \$0.40/mi.

Per Diem:
All Districts
\$32/day

Duties Include:
Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors, including carpets. Scrap, sand, and apply of coats of finish to wooden floors.

GLAZIERS

	Wage	Benefit
District 1	\$17.35	\$2.85
District 2	\$15.13	\$6.23
District 3	\$20.00	\$8.18
District 4	\$17.35	\$6.23
District 5	\$15.65	\$0.70
District 6	\$19.32	\$3.47
District 7	\$20.00	\$8.18
District 8	\$15.53	\$2.56
District 9	\$16.95	\$6.23
District 10	\$17.46	\$8.11

Travel:
All Districts
0-10 mi. free zone
>10 mi. \$0.40/mi.

Per Diem:
All Districts
\$32/day

INSULATION WORKERS-MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$25.74	\$13.80
District 2	\$25.74	\$13.80
District 3	\$25.74	\$13.80
District 4	\$25.74	\$13.80
District 5	\$25.74	\$13.80
District 6	\$25.74	\$13.80
District 7	\$25.74	\$13.80
District 8	\$25.74	\$13.80
District 9	\$25.74	\$13.80
District 10	\$25.74	\$13.80

Travel:
All Districts
0-30 mi. free zone
>30-40 mi. \$16.50/day
>40-50 mi. \$21/day
>50-60 mi. \$26.50/day
>60 mi. \$37.50/day

Per Diem:
All Districts
\$65/day + \$0.40/mi

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

IRONWORKERS-STRUCTURAL STEEL AND REBAR PLACERS

	Wage	Benefit
District 1	\$25.34	\$16.58
District 2	\$25.34	\$16.58
District 3	\$25.30	\$16.31
District 4	\$25.30	\$16.31
District 5	\$25.30	\$16.31
District 6	\$25.30	\$16.31
District 7	\$25.30	\$16.31
District 8	\$25.30	\$16.31
District 9	\$25.30	\$16.31
District 10	\$25.30	\$16.31

Travel:

Districts 1 & 2

0-45 mi. free zone
>45-60 mi. \$30/day
>60-100 mi. \$55/day
>100 mi. \$75/day + \$0.50/mi.

Districts 3-10

0-45 mi. free zone
>45-85 mi. \$45/day
>85 mi. \$75/day

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

MILLWRIGHTS

	Wage	Benefit
District 1	\$24.90	\$10.06
District 2	\$24.90	\$10.06
District 3	\$23.74	\$ 9.09
District 4	\$23.74	\$ 9.09
District 5	\$23.74	\$ 9.09
District 6	\$23.74	\$ 9.09
District 7	\$23.74	\$ 9.09
District 8	\$23.74	\$ 9.09
District 9	\$23.74	\$ 9.09
District 10	\$23.74	\$ 9.09

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-50 mi. \$20/day
>50 mi. \$30/day

District 3

0-30 mi. free zone
>30-50 mi. \$18/day
>50 mi. \$25/day

District 4

0-15 mi. free zone
>15-30 mi. base pay + \$2.50/hr
>30-50 mi. base pay + \$3.75/hr
>50 mi. base pay + \$6.25/hr

Districts 5 & 6

0-15 mi. free zone
>15-30 mi. base pay + \$1.00/hr
>30-50 mi. base pay + \$1.50/hr
>50 mi. base pay + \$2.00/hr

Districts 7-10

0-30 mi. free zone
>30-60 mi. base pay + \$3.70/hr
>60 mi. base pay + \$5.60/hr

PAINTERS (Including Paperhanger)

	Wage	Benefit
District 1	\$16.80	\$1.82
District 2	\$17.27	\$6.23
District 3	\$20.00	\$8.18
District 4	\$17.35	\$6.23
District 5	\$17.35	\$6.23
District 6	\$18.00	\$2.20
District 7	\$20.00	\$8.18
District 8	\$16.25	\$2.00
District 9	\$14.40	\$6.23
District 10	\$14.40	\$6.23

Travel:
All Districts
0-10 mi. free zone
>10 mi. \$0.40/mi.

Per Diem:
All Districts
\$32/day

PILE BUCKS

	Wage	Benefit
District 1	\$19.99	\$ 9.09
District 2	\$20.45	\$10.06
District 3	\$24.50	\$ 7.90
District 4	\$19.99	\$ 9.09
District 5	\$19.99	\$ 9.09
District 6	\$19.99	\$ 9.09
District 7	\$19.99	\$ 9.09
District 8	\$19.99	\$ 9.09
District 9	\$19.99	\$ 9.09
District 10	\$19.99	\$ 9.09

Travel:
Districts 1 & 2
0-30 mi. free zone
>30-50 mi. \$20/day
>50 mi. \$30/day

District 3
0-30 mi. free zone
>30-50 mi. \$18/day
>50 mi. \$25/day

District 4
0-15 mi. free zone
>15-30 mi. base pay + \$2.50/hr
>30-50 mi. base pay + \$3.75/hr
>50 mi. base pay + \$6.25/hr

Districts 5 & 6
0-15 mi. free zone
>15-30 mi. base pay + \$1.00/hr
>30-50 mi. base pay + \$1.50/hr
>50 mi. base pay + \$2.00/hr

Districts 7-10
0-30 mi. free zone
>30-60 mi. base pay + \$3.70/hr
>60 mi. base pay + \$5.60/hr

Duties Include:
Set up crane; set up hammer; weld tips on piles;
set leads; insure piles are driven straight with the
use of level or plum bob. Give direction to crane
operator as to speed, and direction of swing. Cut
piles to grade.

PLASTERERS

	Wage	Benefit
District 1	\$18.33	\$7.96
District 2	\$18.33	\$7.96
District 3	\$20.24	\$7.96
District 4	\$18.33	\$7.96
District 5	\$18.33	\$7.96
District 6	\$18.33	\$7.96
District 7	\$18.33	\$7.96
District 8	\$16.00	\$6.80
District 9	\$18.33	\$7.96
District 10	\$18.33	\$7.96

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-60 mi. base pay + \$1.05/hr
>60 mi. base pay + \$1.50/hr

Districts 3-10

0-30 mi. free zone
>30-60 mi. base pay + \$2.95/hr
>60 mi. base pay + \$4.75/hr

PLUMBERS, PIPEFITTERS AND STEAMFITTERS

	Wage	Benefit
District 1	\$27.51	\$12.08
District 2	\$26.34	\$10.02
District 3	\$28.50	\$10.85
District 4	\$28.50	\$10.85
District 5	\$28.50	\$10.85
District 6	\$26.95	\$ 8.50
District 7	\$28.25	\$13.50
District 8	\$28.25	\$13.50
District 9	\$28.25	\$13.50
District 10	\$28.25	\$13.50

Travel:

Districts 1 & 2

0-30 mi. free zone
>30-50 mi. \$20/day
>50-75 mi. \$35/day
>75 mi. \$70/day + \$0.35 mi. first and last day
(\$0.35 applies if transportation is not provided)

Per Diem:

Districts 1 & 2

\$70/day

Travel:

Districts 3, 4, 5, 6

0-40 mi. free zone
>40-80 mi. \$30/day
>80 mi. \$60/day

If employer provides transportation travel pay will be ½ of the amounts listed above, unless the employee stays overnight. If the employee chooses to stay overnight, the employee will receive the full amount of travel listed above even if the employer provides transportation.

Travel:

Districts 7, 8, 9, 10

0-40 mi. free zone
>40 mi. \$0.55/mi.

Per Diem:

Districts 7, 8, 9, 10

\$75/day

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

ROOFERS

	Wage	Benefit
District 1	\$22.04	\$9.22
District 2	\$22.04	\$9.22
District 3	\$19.50	\$6.92
District 4	\$19.50	\$6.92
District 5	\$19.50	\$4.73
District 6	\$16.94	\$4.12
District 7	\$17.80	\$0.54
District 8	\$15.50	\$0.54
District 9	\$14.90	\$0.54
District 10	\$15.16	\$0.54

Travel:

Districts 1 & 2

0-50 mi. free zone

>50 mi. \$0.30/mi. one way in employer vehicle

\$0.30/mi. both ways in employee vehicle

Per Diem:

Districts 1 & 2

\$50/day (except last day)

\$25 last day

Travel:

Districts 3, 4, 5, 6

No travel required.

Per Diem:

Districts 3, 4, 5, 6

Room + \$23/day.

Travel:

Districts 7, 8, 9, 10

0-30 mi. free zone

>30 mi. \$0.25/mi. (employee vehicle only)

No travel to be paid when employer is furnishing transportation.

Per Diem:

Districts 7, 8, 9, 10

\$35/day

SHEET METAL WORKERS AND HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$24.24	\$13.24
District 2	\$25.10	\$13.24
District 3	\$26.24	\$13.24
District 4	\$26.24	\$13.24
District 5	\$26.24	\$13.24
District 6	\$26.24	\$13.24
District 7	\$26.24	\$13.24
District 8	\$26.24	\$13.24
District 9	\$26.24	\$13.24
District 10	\$18.00	\$ 6.30

Travel:

All Districts

0-30 mi. free zone

>30 mi. \$0.25/mi. in employer vehicle

\$0.55/mi in employee vehicle

Per Diem:

All Districts

\$50/day

Duties Include:

Testing and balancing, commissioning and retro-commissioning, of all air-handling equipment and duct work.

SPRINKLER FITTERS

	Wage	Benefit
District 1	\$29.00	\$13.10
District 2	\$29.00	\$13.10
District 3	\$29.00	\$13.10
District 4	\$29.00	\$13.10
District 5	\$29.00	\$13.10
District 6	\$29.00	\$13.10
District 7	\$29.00	\$13.10
District 8	\$28.61	\$11.35
District 9	\$28.00	\$13.10
District 10	\$29.00	\$13.10

Travel:
All Districts
0-60 mi. free zone
>60-80 mi. \$15/day
>80-100 mi. \$25/day

Per Diem:
All Districts
>100 mi. \$75/day + \$0.40/mi. + ¼ of the prevailing wage rate for every 15 mi. traveled, first and last day.

When an employer provides transportation for the employees, the employer shall not be required pay travel expenses but is required to pay the per diem. No per diem shall be required when the employer furnishes transportation and the employee chooses to travel back and forth.

TAPERS

	Wage	Benefit
District 1	\$17.35	\$6.23
District 2	\$17.35	\$6.23
District 3	\$20.00	\$8.18
District 4	\$17.35	\$6.23
District 5	\$17.35	\$6.23
District 6	\$20.00	\$8.18
District 7	\$20.00	\$8.18
District 8	\$20.00	\$8.18
District 9	\$17.35	\$6.23
District 10	\$20.00	\$8.18

Travel:
All Districts
0-10 mi. free zone
>10 mi. \$0.40/mi.

Per Diem:
All Districts
\$32 per day

TEAMSTERS GROUP 2

	Wage	Benefit
District 1	\$21.45	\$6.60
District 2	\$21.45	\$6.60
District 3	\$21.45	\$6.60
District 4	\$21.45	\$6.60
District 5	\$13.00	\$6.60
District 6	\$21.45	\$6.60
District 7	\$21.45	\$6.60
District 8	\$18.12	\$6.60
District 9	\$21.45	\$6.60
District 10	\$21.45	\$6.60

Travel:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr
>30-50 mi base pay + \$0.85/hr
>50 mi. base pay + \$1.25/hr

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$19.59	\$2.81
District 2	\$22.26	\$7.12
District 3	\$22.26	\$7.12
District 4	\$21.08	\$7.12
District 5	\$21.53	\$7.12
District 6	\$20.64	\$6.78
District 7	\$22.26	\$7.12
District 8	\$22.16	\$7.12
District 9	\$22.26	\$7.12
District 10	\$22.26	\$7.12

Travel:

All Districts

Current federal mileage rate/mi.

Per Diem:

All Districts

Employer pays for meals and lodging up to \$70/day.

Duties Include:

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment.

TILE AND MARBLE SETTERS

	Wage	Benefit
District 1	\$17.74	\$9.05
District 2	\$17.74	\$9.05
District 3	\$17.74	\$9.05
District 4	\$17.74	\$9.05
District 5	\$17.74	\$9.05
District 6	\$17.74	\$9.05
District 7	\$17.74	\$9.05
District 8	\$17.74	\$9.05
District 9	\$17.74	\$9.05
District 10	\$17.74	\$9.05

Travel:

All Districts

0-45 mi. free zone

>45-60 mi. \$25 subsistence per day

>60-90 mi. \$65 subsistence per day

>90 mi. \$75 subsistence per day

EXHIBIT VI: Progress Payment Application Form - Airport



SCHEDULE OF VALUES

Project Name: City of Billings Phase 1 Request # 00
 Project Number: CXXXXX Date: 9/2/2011
 Billing Period: Inception - 9/2/11

MONTHLY BILLING BREAKDOWN:

Line Item Description	Contract Amount	% Completed	Completed Amount	Previously Billed	Current Amount Due
Construction					
AH3 9.01 Lighting	\$ 8,855	0%	\$ -	\$ -	\$ -
AOC 9.01 Lighting	55,168	0%	-	-	-
AOC 25.01 RetroCx	12,117	0%	-	-	-
APT 4.01 Comp Digital Controls	399,311	0%	-	-	-
APT 8.01 VFD Installation	51,016	0%	-	-	-
APT 9.01 Lighting	354,739	0%	-	-	-
APT 25.01 RetroCx	13,943	0%	-	-	-
M&V Setup	3,945	0%	-	-	-
Jobsite Office/Direct Project Costs	13,021	0%	-	-	-
Site Suprvsn	91,272	0%	-	-	-
Professional Services					
Performance Bond	\$ 8,774	0%	\$ -	\$ -	\$ -
Design Services	113,206	0%	-	-	-
Construction Management	56,603	0%	-	-	-
Measurement & Verification	30,718	0%	-	-	-
Overhead	138,323	0%	-	-	-
Fee	97,979	0%	-	-	-
<hr/>					
State Gross Receipts Tax	\$ 10,088				
Total Base Contract	\$ 1,399,078	0%	\$ -	\$ -	\$ -
20 % Mobilization					
					Completed Amount
					Total Billed 1st Billing (Mobil)
					\$ -
					No payment due at this time
					\$ -

