

School District #2 TIF Request				
			Allowability	MT Code
			MT Code	MT Code
Solar Panels			\$281,685	\$281,685
Architectural Design/Supervision			\$10,000	\$10,000
Hulteng Inc. Engineering			\$5,000	\$5,000
			\$296,685	\$296,685
Total Project Cost				
Total Project Cost		\$296,685		
Maximum TIF Assistance (100% of Total Project Cost)		\$296,685		
Requested TIF Assistance		\$100,000		
Funding				
School District #2		\$136,685		
Northwestern Energy Grant		\$60,000		
SBURA TIF Request		\$100,000		
Total Funding		\$296,685		

## Information & Application

Please return to:  
South Billings Urban Renewal Association  
PO Box 21271  
Billings, MT 59104

### Tax Increment Finance (TIF) assistance application process for public infrastructure assistance

IMPORTANT: The material below outlines the Tax Increment Finance Assistance application process and the responsibilities of the Applicant and the South Billings Urban Renewal Association, Inc. (SBURA). Please review this information carefully before submitting the application or finalizing your development plans.

Failure to receive approval of a completed application **BEFORE** construction begins may affect the Applicant's eligibility for Public Infrastructure Tax Increment Financing assistance from the City of Billings.

### INTRODUCTION

In May 2019, City of Billings and the SBURA executed a Memorandum of Understanding pertaining to SBURA's management of the South Billings Boulevard District ("the District"), pursuant to Montana Urban Renewal Law Title 7 Chapter 15 Part 42 Montana Code Annotated, (MCA) "Urban Renewal.". This Memorandum of Understanding is incorporated by reference to this application. Tax Increment Financing (TIF) is an important element in facilitating public urban renewal activities that assist and enhance private development opportunities within the District. A TIF program operates by first establishing a base year taxable value for all properties within the urban renewal district. Property taxes continue to be paid to all taxing jurisdictions based on the base year valuation. All increases in property taxes above this base valuation due to new development or reappraisals are assigned to the TIF District. These funds are then used for district revitalization activities.

The SBURA offers tax increment financing assistance for public infrastructure components of projects developed within the boundaries of the South Billings Boulevard TIFD.

## **TAX INCREMENT FINANCING ASSISTANCE PARAMETERS**

Each project is unique. TIF assistance shall be based upon criteria outlined in the Criteria for Review section. TIF assistance may be awarded for eligible costs as defined in 2019 Montana Code Annotated Title 7, Chapter 15, Part 42. Generally, awards are limited to 20% of eligible costs (see Memorandum of Understanding) which reflects a 5 to 1 private-to-public dollar matching ratio.

## **ELIGIBLE ACTIVITIES**

As specified by 2019 Montana Code Annotated Title 7, Chapter 15, Part 42, TIF funds may be used to complete certain urban renewal activities. The SBURA will place special emphasis on those projects that implement the South Billings Boulevard Urban Renewal Plan, particularly mixed-use developments.

## **APPLICATION PROCESS AND TIMELINE**

Anyone seeking TIF assistance from the SBURA must submit a written application for each TIF-assisted project. The following procedure has been developed to expedite the review of TIF funding requests.

1. Initial Contact. Contact the SBURA Representative, Jim Tevlin at 406-670-5883 or via email at [jtev1960@gmail.com](mailto:jtev1960@gmail.com), to discuss the project and determine preliminary eligibility for TIF assistance.
2. Prepare a Written Application. The Applicant must prepare a written application for each project assistance request. For all TIF requests, the Applicant must complete a "Developer's Statement of Qualification and Financial Responsibility" which includes submittal of personal financial statements.
3. SBURA Staff Review. Upon submittal of all necessary information, SBURA staff will review the project and the need for funding. At any point in the review process the staff may request more information of the Applicant or solicit comment on the project from other public agencies. Items included in personal financial statements will not be subject to public review or presentation to or comment by other public entities.
4. SBURA Board Review. The SBURA Board will review the application and staff recommendations. The Board reserves the right to seek additional project review from other public agencies. The Board will issue preliminary approval/disapproval of the assistance request or any part thereof and will make a recommendation to the City Council.



5. City Council Review. Projects receiving approval by the SBURA Board will be forwarded to the Billings City Council through the City of Billings Planning and Community Services Department for final approval and consideration of a Development Agreement that will clearly describe the public investment required to be applied towards public infrastructure and/or development improvements within the public right of way. City Council approval is required before the City will enter a Development Agreement with the Applicant.
6. Development Agreement. The City and the Applicant must execute a mutual agreeable legally binding Development Agreement which establishes the terms and conditions of TIF assistance. Sample Development Agreements are available at the City/County Planning Division office for reference. The Development Agreement may include, but is not limited to, the following:
  - Complete architectural design specifications and site plan
  - Time frame for project development, construction and completion
  - Specifications for release of funds related to public infrastructure
  - Cash flow and pro forma statements for a minimum of five years of the development
  - Terms and conditions of the various financings
  - Commitment letters and loan documents related to the various financings
  - Ownership of completed development
  - Events of default; remedies
  - Zoning approval
  - Tenant commitments
  - Non-liability of city officials
  - Cause for termination
7. Timing. SBURA staff will expedite processing of fully completed applications when received.

## **COMMITMENT OF FUNDS**

Upon City Council approval of a project, the approved funds will be budgeted. Budgeted funds will be encumbered for a grace period of 180 days, by which time construction must have commenced. Commencement of construction means the date on which the first building permit is issued. Projects that have not commenced construction within 180 days are at risk for losing the committed funds.

Funds will be released as specified by the Development Agreement. Depending on the nature of each individual project, funds may be released as a lump sum payment or multiple payments made over subsequent fiscal years. The Development Agreement will specify the payment terms. Funds may be released according to one of the following methods.

1. Release of funds following project completion. Funds will be released upon the project's receipt of a Certificate of Occupancy from the City of Billings' Building

Division. If necessary, the City will encumber funds for additional fiscal years to accommodate construction schedules.

2. Release of funds over a multi-year repayment schedule. Prior to a project receiving a TIF assistance payment, a Certificate of Occupancy shall be provided to the project by the City of Billings Building Division. Subject to payment amounts and funding availability, multiple payments may be required. TIF assistance payments may be made according to an agreed upon payment schedule. This schedule will be contained within the Development Agreement.

Funds will be released only if the project is developed and constructed essentially as presented in the Development Agreement.

**SOUTH BILLINGS BOULEVARD TAX INCREMENT FINANCING ASSISTANCE  
APPLICATION**

Project Name: 50 KW Photovoltaic at Riverside Middle School Date Submitted: 9/07/2023

**APPLICANT INFORMATION**

1. Name: Riverside Middle School
2. Address: 3700 Madison Avenue, Billings, MT 59101
3. Telephone Number: (406) 281-5787

**PROJECT INFORMATION**

1. Building Address: 3700 Madison Avenue, Billings, MT 59101
2. Legal Description: S10, T015, R26E, COS765
3. Ownership: Billings Public Schools - SD2
4. Address: 415 N. 30th Street, Billings, MT 59101
5. If property is not owned by the Applicant, list leasehold interests (Attach evidentiary materials.)  
  
Lessor's Name: \_\_\_\_\_  
Lessor's Address: \_\_\_\_\_
6. Existing/Proposed Businesses: Existing
7. Business Description: K-12 School
8. Employment: Existing FTE jobs 72 at Riverside Middle School
9. New Permanent FTE jobs created by project None Construction FTE jobs \_\_\_\_\_
10. Architectural Firm: Cushing Terrell  
  
Address: 13 N. 23rd Street, Billings, MT 59101



Representative: Jeff Haidle

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8. Description of Project: (Attach narrative explanation.)
9. Rehabilitation/construction plans: (Attach schematics, site and landscaping plans.)
10. Project Schedule: (Attach time line or schedule through completion.)

### CRITERIA FOR REVIEW

Materials contained in TIF Assistance applications are used to assess the merits of projects in relation to the goals and objectives of the South Billings Urban Renewal Master Plan and in relation to other District development and urban renewal projects. Projects will be evaluated based on the following criteria.

1. **Relevance to the South Billings Urban Renewal Master Plan** – This document is available on SBURA’s website ([www.southbillings.org](http://www.southbillings.org)).
2. **Economic Stimulus** – The amount of economic activity to be generated by the project.
3. **Tax Generation** – The increase in taxable value due to new construction/rehabilitation as estimated by the County Assessor’s office.
4. **Employment Generation** – Total employment generated by the project assessed in terms of new permanent and part-time jobs, and construction jobs.
5. **Elimination of Blight** – The project’s direct and indirect impact on the physical and fiscal condition within the District.
6. **Special or Unique Opportunities** – The extent to which the project represents a unique opportunity, meets a special need, or addresses community goals. The provision of public space or workforce housing are examples of special and unique opportunities.
7. **Impact Assessment** – The extent of both positive and negative environmental impacts, appropriateness of the project design, and impact on existing businesses or residents.
8. **Financial Assistance** – Other forms of financing available to the Applicant i.e. lender participation and state and federal grant monies,
9. **Project Feasibility** – Demonstration of market demand for the project
10. **Developer’s Ability to Perform** – Applicant’s capability to undertake the relative complexities of the project based on past performance on similar or comparable projects.



## Facilities Services

Billings Public Schools

101 10<sup>th</sup> St. West

Billings, Montana 59102

Phone: (406) 281-5780 Fax: (406) 255-3777

September 7, 2023

## Project Description

This project is to add a 50 Kw photo-voltaic system to Riverside Middle School located at 3700 Madison Avenue. This would be the seventh 50 Kw photo-voltaic system at Billings Public Schools. Each system is projected to save about \$11,000 per year in energy costs. SD2 has been investing in energy conservation since 2008 with energy tracking software, energy efficient equipment and improvements, as well as behavior awareness. Starting in 2018, SD2 began installing photo-voltaic systems with the help from Northwestern Energy in the form of a USB Grant in the amount of \$50,000. The first system was located at Skyview High School. Over the next five years, five more systems have been installed at the following schools:

Senior High School  
West High School  
Castle Rock Middle School  
Will James Middle School  
Medicine Crow Middle School

These projects have totaled \$978,099 in total installation costs, all have been assisted with the help of the Northwestern Energy USB Grant.

The Riverside Middle School project costs have increased over the other projects due to the increased costs of materials and also the location of the system on the campus. SD2 has been awarded the Northwestern Energy USB Grant in the amount of \$60,000 for Riverside Middle School, however, with the cost of the project coming in at \$306,865, the simple payback would take 20 years without any additional funding. Due to the layout of the campus, the proposed location of this system would put the array in an unused area across the football field to the west of the campus, which results in an increased cost of the system.

These systems also provide a learning opportunity for the students. The students are able to track the energy production through a website and compare production on sunny days versus cloudy days as well as times of the year. It is the desire of SD2 to complete installing the photo-voltaic systems at all of the middle schools that are served by NWE in order give all students the opportunity to learn how alternative energy can offset energy costs. We would like to continue with increasing energy savings at the schools allowing funding to go to students rather than energy costs as well as provide a learning opportunity for the Riverside Middle School students.



# RIVERSIDE SCHOOL

PV Location

Legend

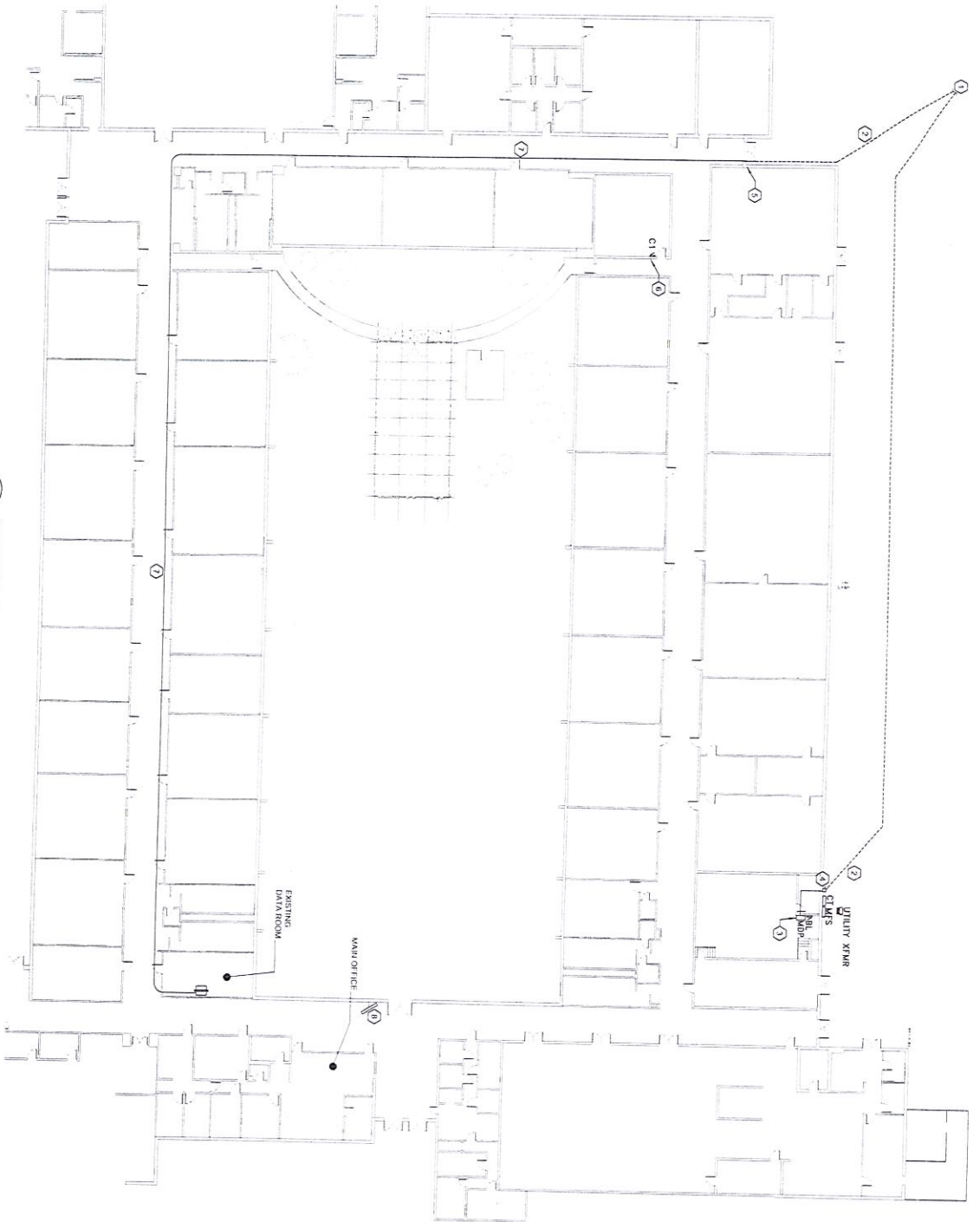




**GENERAL NOTES**  
A. ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE  
LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, AS WELL AS ALL  
LOCAL ORDINANCES AND REGULATIONS.  
B. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE.

**SHEET WORK NOTES**

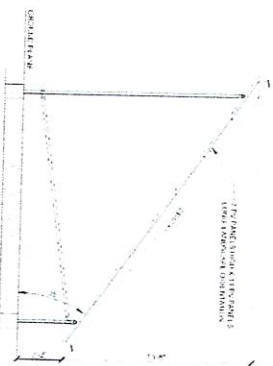
- 1. SEE SHEET PLAN FOR CONNECTIONS.
- 2. PROVIDE THE FOLLOWING INFORMATION TO THE MANUFACTURER AND MATCH TO WHICH IS SHOWN ON SHEET PLAN:  
a. MANUFACTURER'S MODEL NUMBER  
b. MANUFACTURER'S PART NUMBER  
c. MANUFACTURER'S SERIAL NUMBER  
d. MANUFACTURER'S DATE OF MANUFACTURE  
e. MANUFACTURER'S VOLTAGE RATING  
f. MANUFACTURER'S WATTAGE RATING  
g. MANUFACTURER'S FREQUENCY RATING  
h. MANUFACTURER'S PHASE RATING  
i. MANUFACTURER'S WAVEFORM RATING
- 3. PROVIDE THE FOLLOWING INFORMATION TO THE MANUFACTURER AND MATCH TO WHICH IS SHOWN ON SHEET PLAN:  
a. MANUFACTURER'S MODEL NUMBER  
b. MANUFACTURER'S PART NUMBER  
c. MANUFACTURER'S SERIAL NUMBER  
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g. MANUFACTURER'S FREQUENCY RATING  
h. MANUFACTURER'S PHASE RATING  
i. MANUFACTURER'S WAVEFORM RATING



**E101 ELECTRICAL PLAN**

SCALE: 1/8" = 1'-0"

**E101 RIVERSIDE PV STRUCTURE SECTION**



BILLINGS SCHOOL DISTRICT NO. 2  
RIVERSIDE MIDDLE SCHOOL  
PHOTOVOLTAIC SYSTEM INSTALLATION RFP  
BILLINGS, MONTANA

ADDENDUM NO.: 1

DATE: January 27, 2023

RFP: School District No. 2; Senior High School  
Photovoltaic System Install  
Billings, MT

ARCHITECT: CUSHING TERRELL  
13 North 23<sup>rd</sup> Street (59101)  
P.O. Box 1439  
Billings, MT 59103-1439

PAGES: 1 – (X) 8 ½ x 11, (X) 11 x 17, and (X) 24 x 36 (If you did not receive correct # of pages, please notify us immediately)

Acknowledge receipt of this Addendum by inserting its number and date in the Proposal Form. Failure to do so may subject Proposals to disqualification. This Addendum forms a part of the Request for Proposal. It modifies them as follows:

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GENERAL

1. In the mechanical/electrical room where Panel C1 (CL) is indicated on sheet E101, there is a fiber port where an ONT can be installed to obtain Cat 6 Poe. The fiber from the PV array can be routed to this location at the contractor's option. ONT would be obtained from SD2 and coordinated with SD2 IT department.
2. For the Fiber to Copper media conversion at the PV array, provide control transformer with fuse and duplex receptacle. Tap AC feed from the inverter to the building for the control transformer (max 10ft). House fiber/copper media conversion, control transformer and duplex receptacle shall be housed in a Hoffman type Nema 3R box mounted minimum 24" afg near the PV inverter.
3. PV Inverter shall be located at the PV array.
4. The Existing MDP is a GE Spectra Panel, rated 65KAIC. Existing Panel C1 is served by a GE Spectra #SELA 150A CB.
5. For Alternate #1 price on the bid form for Aluminum vs Copper, indicated Deduct for base price and also for the Alternate 2 price on the same line.

END OF ADDENDUM #1

AD#1 - 1



# Cushing Terrell

## Request for Proposal

PROJECT: Photovoltaic System Install for  
Riverside Middle School

DATE: 1/19/2023

**PROPOSAL DUE DATE: 02/02/2023, 2pm**

OWNER: Billings School District No. 2  
101 10<sup>th</sup> Street West  
Billings, MT 59102

**SUBMIT PROPOSALS TO:**

Billings School District No. 2  
Facility Services  
101 10<sup>th</sup> Street West  
Billings, MT 59102

TO: Public

Attn: Scott Reiter

FROM: Cushing Terrell  
13 N. 23<sup>rd</sup> Street  
Billings, MT 59101  
Attn: Jeff Haidle  
[jeffhaidle@cushingterrell.com](mailto:jeffhaidle@cushingterrell.com)  
406-896-6169

[reiters@billingsschools.org](mailto:reiters@billingsschools.org)

Fax: 406-255-3777

CC: to CTA, Attn: Jeff Haidle

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Please respond to the Request for Proposal and submit proposal in 3-ring binder or spiral bound form to the Owner no later than 2:00 P.M. on the date indicated as "PROPOSAL DUE DATE" above. Proposals may be submitted by mail or hand delivered to Facilities Services. Questions shall be directed to Jeff Haidle, CTA Architects Engineers. Contractor shall field verify existing conditions as required for an accurate proposal.

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### SCOPE OF WORK

- A. Provide 50KW ground mounted Photovoltaic Array and system at the School and install system components for a grid-tie to the Utility via the school's electrical gear.
- Specific Electrical Requirements and Standards:
    - Photovoltaic Panels shall be minimum 400-watt, 72 cell per module, minimum 25-year warranty. Bi-facial panels are permissible.
    - Photovoltaic mounting structure shall be pre-manufactured steel or aluminum attached structurally to the foundation. PV Panels shall be arranged horizontally and four rows high. PV Panel tilt angle shall be 35 degrees.
    - There shall be a maximum of (2) DC/AC Grid-Tie Inverters with 480 volt, 3-phase output and minimum 10-year warranty. Inverters shall be 96% efficient, have built-in module level monitoring, integral safety switch, ground fault protection, arc fault protection, capable of Internet connection through Ethernet or wireless and have rapid shutdown capability per NEC 690.12. Inverters shall comply with UL1741, UL1699B, IEEE 1547 for grid tie and FCC part 15 Class B emissions, RoHS. The inverters shall be rated for NEMA 3R.
    - DC disconnecting means shall be installed at the array to disconnect circuits.
    - If more than one Inverter is used, provide a combiner panel to consolidate into one AC feed to the main electrical service panel.
    - A non-fused disconnecting means shall be provided at the main electrical service.
    - Lightning arrestors shall be provided.
    - Grounding of the racks, inverters and system shall be per the NEC article 250 and 690.

## REQUEST FOR PROPOSAL (cont.)

- Provide 80A3P breaker in the existing GE MDP (Alternate 2 - location if Utility approved Panel C1 - GE, A-Series II, 225A, 277/480v) with reverse power capability and copper THHN AC wiring to the Inverters or Inverter combiner panel. Indoor wiring shall be in EMT conduit; exterior and underground wiring shall be in Schedule 40 PVC at minimum depth of 18 inches.
- AC wiring shall have a voltage drop loss of 1.5% or less (1% wiring + 0.5% components); this will require (3) # 1/0 Awg cu, #3 Gnd in 2" Conduit. Alternate 1 – Provide deduct to provide (3) #3/0 Awg AL, #3cu Gnd in 2-1/2" Conduit. DC wiring shall have a volt drop loss of 2% or less (1.5% wiring + 0.5% components). All DC cabling at the racks shall be neatly arranged and supported using listed support systems. Contractor shall include in bid for boring AC conduits under the existing asphalt and any cutting, trenching and asphalt patching.
- The Inverter (s) shall be connected to the internet and free web-based monitoring shall be provided to School District No 2 for life of the system. The internet will be through the school district's network. Provide 1"C from the PV array inverter underground to the building data rack. In the 1"C provide SM Fiber, SM Fiber Media Converter to Cat 6, 4-pair UTP at each end. Provide a wall mounted 32" Diagonal Monitor Display. Location of the monitor to display the monitoring is anticipated to be near the main office; coordinate exact location with the owner at time of the install.

### 2. Specific Structural Requirements and Standards:

- The project consists of the installation of a new photovoltaic (PV) array on premanufactured array support framing and embedment of the array supports into concrete pier foundations. In this RFP the Contractor is responsible for all design and installation of the PV array, the premanufactured array support framing and the foundation that will support the PV array support framing. The design wind speed is 105 mph, Exposure C. The design snow load is 30 psf. The soil Site Class is D. See attached PV array A100 section for additional information.
- B. See the attached drawings for designated area for the Photovoltaic Array and Array configuration. This location was selected for optimum sun hours.
- C. Alternate array locations, equipment, supporting systems and configurations can be submitted with the proposal for consideration; however, the proposal and supporting information of those proposals must reflect the requirements of this RFP.
- D. Provide the following site work:
- Provide and install fencing around the perimeter of the array; approximate perimeter is 420 feet.
  - All fencing shall be 6 ft high chain link fence; chain link shall be 9-gauge, 2" mesh, black vinyl coated.
  - Fence posts shall be 3" diameter, black, DQ40 pipe, and shall be spaced at 8 feet on center; posts shall be installed in 12" diameter, 4 ft deep concrete foundations.
  - Provide and install (1) pair of 4 ft wide x 6 ft high gates at the east side of the yard; and (1) 3 ft wide x 6 ft high gate at the northeast corner of the yard.
  - SD2 will provide and install panic device for the gate at the NE corner of the yard, and locks for all other gates.
  - Provide and install a metal "EXIT" sign 4" high x 6" long; sign to be attached to gate at NE corner of the yard.



## REQUEST FOR PROPOSAL (cont.)

- Grading of the approx. 14,050 square foot area where the PVs arrays will be installed.
- Provide and install weed barrier fabric and gravel throughout the 14,050 square foot graded area. Weed barrier fabric shall be DeWitt Weed-Barrier 20 Year (4.1 oz.) or equivalent. Gravel shall be 3" deep, crushed 3/4" to 1.5" size, local stone.
- NOTE: There is no existing irrigation system in the yard area; however, GC must call private utility locator prior to starting work, to verify whether there are any buried utility lines in the area to be disturbed.

### PROPOSAL QUALIFICATIONS

The following qualifications are required:

- A. Licensed Contractor in the state of Montana.
- B. Northwestern Energy approved Photovoltaic Installer with Photovoltaic Grid-Tie Systems of similar size to this project.
- C. School District approved Contractor.
- D. All AC power work shall be performed by a Master Licensed Electrician, licensed in the State of Montana.
- E. The Contractor shall be familiar with filling out a Northwestern Energy Grant form for Northwestern Energy. If awarded the project, the Contractor is responsible to fill out and submit the Grant form to Northwestern Energy no later than the Northwestern Energy spring 2023 deadline.

### INSURANCE REQUIREMENTS

#### Contractor's Liability Insurance

Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall secure and maintain such insurance from an insurance company (or companies) authorized to write insurance in the State where the Work is located with minimum "A.M. Best Rating" of A-, X, as will protect himself, his subcontractors, the Owner and the Architect and their respective agents and employees from claims for bodily injury, death or property damage which may arise from operations and completed operations under this Contract. Such coverage shall be written for claims arising out of all premises/operations, subcontracted operations, products/completed operations, and all liability assumed by the Contractor under any Contract or agreement. Contractor shall not commence Work under this Contract until such insurance has been obtained and certificates of insurance, with binders, or certified copies of the insurance policy shall have been filed with the Owner and the Architect.

In addition, the Contractor shall obtain and pay the entire premium for Owners Protective Liability Coverage to protect the Owner and Architect for their liability arising under this Contract.

All insurance coverages shall remain in effect throughout the life of the Agreement, except that the Contractor shall maintain the Commercial General Liability coverage for a period of at least one year following the date of Substantial Completion for property damage resulting from occurrences during the Agreement period.

Each insurance policy shall contain a clause providing that it will not be canceled by the Insurance Company without 30 days written notice to the Owner and Architect of intention to cancel.

Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations including X, C and U.
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.



## REQUEST FOR PROPOSAL (cont.)

5. Contractual.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.
8. Umbrella Excess Liability.
9. (Other coverages, if any).

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment. Per Project Aggregate Endorsement required. Waiver of subrogation in favor of Owner and Architect/Engineer.

The insurance shall be written for not less than the following, or greater if required by law:

1. General Liability Policy:
  - A. \$1,000,000 per Occurrence  
\$2,000,000 Products & Completed Operations Aggregate  
\$2,000,000 General Aggregate
  - B. Per Project Aggregate Endorsement
  - C. Blanket Waiver of Subrogation
  - D. Delete the 50-foot limitation of a Railroad on the Contractual Liability Section
  - E. Property Damage will include coverage for XCU
  - F. Additional Insured Endorsement- Will name Billings Public Schools as a Primary Additional Insured including Completed Operations Coverage. The use of ISO CG 3287& CG 3290 or its equivalent is acceptable. If the Additional Insured Endorsement does not accompany the certificate of insurance, the form numbers and edition date for the Additional Insured endorsement must be placed on the certificate.
  - G. Additional Insured Endorsement- Will name Architect & Engineers as an Additional Insured
2. Automobile Liability Policy:
  - A. Owned/Hired/Non-Owned Autos: \$1,000,000 per Accident
3. Workers Compensation Policy:
  - A. Statutory Workers Compensation:
  - B. Employers Liability-

Minimum Total Limits
\$1,000,000 Each Accident
\$1,000,000 Disease- Policy Limit
\$1,000,000 Disease- Each Employee
  - C. Copy of Contractors Exemption if applicable to be also submitted.
4. Umbrella/Excess Liability Policy:
  - A. \$1,000,000 per Occurrence/\$1,000,000 Aggregate
  - B. Billings Public Schools will also be an Additional Insured as follow form from Commercial General Liability Policy
5. Owners & Contractors Protective Liability Policy:
  - A. \$1,500,000 each Occurrence  
\$3,000,000 Aggregate
  - B. Contractor to obtain and pay for the entire premium for this policy and will be issued in the name of the Billings Public Schools.
  - C. Architect & Engineer to be named as an Additional Insured on this policy
  - D. Professional Services Contract- no OCP required
6. Contractors Tools/Equipment:

# REQUEST FOR PROPOSAL (cont.)

- A. All tools/equipment leased, borrowed or owned by the Contractor will be their responsibility for insurance coverage
- 7. Cancellation/Non-Renewal Notice:
  - A. Policies will be endorsed to provide 30 days' notice of cancellation or non-renewed by the carrier to Billings Public Schools and the Contractor

Optional Coverage's if required by Contract:

- A. Professional Liability:
  - 1.) Design Build Liability [ ]
  - 2.) Architects/Engineers Professional Liability [ ]
  - 3.) Limits-
- B. Contractors Pollution Liability:
  - 1.) Mold Abatement [ ]
  - 2.) Lead Paint Abatement [ ]
  - 3.) Asbestos Abatement [ ]
  - 4.) Limits: \$1,000,000 per Claim/\$2,000,000 Aggregate
  - 5.) Name Billings Public Schools as an Additional Insured- including Completed Operations
  - 6.) The General Contractor needs to discuss their Environmental/Pollution exposure for this project with their insurance professional.

- C. Pollution Liability Insurance:

Any Subcontractor doing abatement work, i.e. asbestos, lead or mold exposures must carry an Environmental/Pollution Liability Policy per the following:

Limits:	\$1,000,000	Per Claim
	\$2,000,000	Aggregate

The Subcontractor that is carrying the Environmental/Pollution Liability Policy will name Billings School District #2 as an Additional Insured- including Completed Operations Liability with a certificate of insurance provided to the School District.

The General Contractor needs to discuss their Environmental/Pollution exposure with their insurance professional for this project.

Owner and Contractor's Protective Liability Provide proof of insurance on ACORD Certificate of Insurance Form 25-S.

The Contractor shall furnish one copy of each of the Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required. The form of the Certificate shall be as noted above. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

## BONDS REQUIREMENTS

- A. 100 percent Performance and Payment Bonds will be required for Project.
- B. Proof from the Surety that the Contractor can provide 100 percent Performance and Payment Bonds in form of a binder or letter.

## REQUEST FOR PROPOSAL (cont.)

### CONTRACT PERIOD

- A. The contract shall be completed within one year of the Northwestern Energy Grant Award. The Contractor shall provide equipment lead times and length of time required for the installation. If the Grant is unsuccessful, the Project will be terminated. Contract will be a modified AIA A107-2007 Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

### TAX REQUIREMENTS

- A. The 1% Gross Receipts Tax will be withheld by the Owner per State Statute.

### STATE OF MONTANA PREVAILING WAGE RATES 2023

- A. Contractor is required to follow State of Montana prevailing wage rates. See attachment.

### SCHEDULE OF VALUES

A schedule of values will be required. The schedule of values will be used to process pay request as buildings are completed as well as use for internal cost accounting.

### CONTRACTOR SELECTION

Contractor selection shall be based on best value and will be scored using the following criteria:

1. Pricing – 25 points.
2. Experience – 25 points.
3. Qualifications – 25 points.
4. Ability to service the system within 24 hours – 25 points.



11. **Timely Completion** – The feasibility of completing the project according to the Applicant’s project schedule. June 2024

**PROJECT COSTS**

**Land and Site Improvements (Itemized)**

1. Equity in Land and Buildings	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
Subtotal	\$ _____

**Construction/Rehabilitation Costs (or attach separate statement)**

1. Project Cost	\$ 281,685.00
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____
6.	\$ _____
7.	\$ _____
8.	\$ _____
Subtotal	\$ _____

Fees

1. Architectural design/Supervision	\$ 10,000.00
2. Permits _____	\$ _____

3. Other fees <u>Hulteng</u>	\$ <u>5,000.00</u>
Subtotal	\$ _____
Total Project Development Costs	\$ <u>296,685.00</u>

**PROJECT FINANCING**

Please complete Sources of Funds detail and summarize below.

Developer Equity

Cash Invested	\$ <u>100,000.00</u>
Land & Buildings	\$ <u>25,281,429.00</u>
Other (Specify) <u>NWE</u>	\$ <u>60,000.00</u>
_____	\$ _____
Subtotal	\$ <u>160,000.00</u>

Lender Commitments (Attach evidence i.e. Letters of Credit or other documentation.)

Lender Payment/Period	Loan Amount	Interest	Term	
_____	\$ _____	_____ %	____ yrs	\$ _____/Month
_____	\$ _____	_____ %	____ yrs	\$ _____/Month
Total Loan Amount				\$ _____



**DEVELOPER STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY**

Applicant

1. Name: Billings Public Schools - SD2

Address: 415 N. 30th Street, Billings, MT 59101

2. If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of Montana Code Annotated.

3. The applicant is:

A corporation.

A nonprofit or charitable institution or corporation

A partnership known as \_\_\_\_\_

Other (explain): K-12 School District

Date of organization: \_\_\_\_\_

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the applicant.

Name and Address

Nature and Extent of Interest

<u>Name and Address</u>	<u>Nature and Extent of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____

Financial Condition

1. Provide a current financial statement for each private entity involved in the project. Documentation of financial capacity may include net worth statements, balance sheets, or profit and loss statements. N/A No private entities involved

2. Has the applicant or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten years?

No  Yes \_\_\_\_\_ If yes, give date, place, and under what name:

\_\_\_\_\_

3. Has the applicant or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:

No  Yes \_\_\_\_\_ If yes, give date, charge, place, court and action taken for each case.

\_\_\_\_\_

\_\_\_\_\_

### CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

Name: OnSite Energy

Address: 1515 N. Rouse Avenue, Bozeman MT 59715

2. Has such contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?

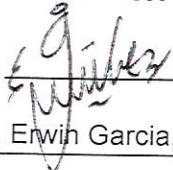
No  Yes \_\_\_\_\_ If yes, explain.

\_\_\_\_\_



**CERTIFICATION**

I (we), Billings Public Schools Elementary District (please print),  
certify that the statements and estimates within this Application as well as any and all  
documentation submitted as attachments to this Application or under separate cover are true  
and correct to the best of my (our) knowledge and belief.

Signature   
Title Dr. Erwin Garcia, Superintendent

Address 415 N. 30th Street  
Billings, MT 59101

Date 9-8-23

Signature   
Title Craig VanNice, Chief Financial Officer

Address 415 N. 30th Street  
Billings, MT 59101

Date 9-7-23