



**DICK ANDERSON
CONSTRUCTION**

3/14/2025

Project: W.O. 19-12 West End Reservoir Fill Material Delivery

GC/CM: Dick Anderson Construction, Inc.

Owner: City of Billings

Engineer: HDR

Project Documents:

- Project Manual Cover
- Table of Contents
- Division 00 Cover
- Invitation to Bid
- Instructions to Bidders
- Soils Investigation Data
- Bid Form
- Agreement Form
- 2025 Prevailing Wages
- Special Provisions
- Project Drawings

Bid Deadline Date: 02:00 PM Mountain Standard Time April 8th, 2025

Project Description: The West End Reservoir Fill Material Delivery project generally consists of excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

Dick Anderson Construction, Inc. is the GC/CM and will be taking bids on the attached packages until April 8th, 2025 at 2:00 PM. Questions will be due by April 1st, at 2:00 PM. Direct all questions to Project Manager Kyle Kastelitz via email at kkastelitz@daconstruction.com .

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution

City of Billings

W.O. 19-12 West End Reservoir Fill Material Delivery

Project Manual

March 2025

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DIVISION 00

PROCUREMENT AND CONTRACTING
REQUIREMENTS



SECTION 00100

INVITATION TO BID

Separate sealed bids for "W.O. 19-12 West End Reservoir Fill Material Delivery" project will be received by Dick Anderson Construction at 4512 South Frontage Road, Billings, MT 59101 or PO Box 31511 Billings, MT 59107 or kkastelitz@daconstruction.com until 2:00 p.m. local time on April 8th, 2025.

The City of Billings, HDR Engineering, and Dick Anderson Construction, Inc. (General Contractor/Construction Manager) invite interested parties to submit bids for the project. Detailed Instructions to Bidders are included in the supplied project documents.

The West End Reservoir Fill Material Delivery project generally consists of excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

A complete digital package may be downloaded at no charge at www.questcdn.com. Bid Documents are also available at www.montanabid.com

A pre-bid meeting for all bidders will not be held, however interested bidders are encouraged to contact Dick Anderson Construction and arrange for a site visit.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Yellowstone County and the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to "Dick Anderson Construction" in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided. Bids submitted via email shall have the bid bond scanned and included with the bid. Bids submitted via mail or hand delivery shall have any of the bid securities included.

No bid may be withdrawn after the scheduled opening of bids.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the City of Billings and Dick Anderson Construction.

Dick Anderson Construction is an Equal Opportunity Employer.

Published at Billings, Montana, this March 14th, 2025.

Advertisement Dates: March 14th, 2025
March 21th, 2025
March 28th, 2025
April 4th, 2025

SECTION 00200

INSTRUCTIONS TO BIDDERS

Instructions to Bidders per the Montana Public Works Standard Specifications, 6th Edition, as Modified by the City of Billings Standard Modifications and as modified below:

ARTICLE 1 – DEFINED TERMS

Insert 1.1.D. “Owner” – For the purpose of this document OWNER shall refer to Dick Anderson Construction, General Contractor/Construction Manager on this project.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

Revise 2.1 Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid.

Delete 2.3

ARTICLE 5 – PRE-BID CONFERENCE

Insert 5.2 A pre-bid meeting for all bidders will not be held, however interested bidders are encouraged to contact Dick Anderson Construction and arrange for a site visit.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

Modify 7.1 Revise second sentence to read “Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda. Addenda will be available at [QuestCDN](https://questcdn.com). Planholders may download the Addenda at no additional cost. In addition, Addenda may also be examined at www.montanabid.com.”

Commented [MD1]: Do NOT change this link!!

ARTICLE 13 – PREPARATION OF BID

Modify 13.1 Revise first sentence to read “The Bid Form is included with the Bidding Documents; additional copies are available at www.montanabid.com or [QuestCDN](https://questcdn.com).”

Modify 13.11 Add after the first sentence: Montana Contractor’s Registration is not required until project award.

Delete 13.12 in the City of Billings Standard Modifications (dated January 2021).

ARTICLE 15 – SUBMITTAL OF BID

Add to 15.1 Only Section 00300 Bid Form and any bid securities are required to be submitted.

Replace 15.2 Bids can either be submitted via email, regular mail, or hand delivered. If using email, the bid must be submitted with a scanned copy of the bid bond. If submitting bid via regular mail or hand delivered, a cashier's check, Certified check or bid bond must be included.

Add to 15.3C. Telecommunication systems as used in this section does not include email.

ARTICLE 17 – OPENING OF BIDS

Insert 17.2 Bids will not be opened at a location that is open to the public. Bids will be opened at the time set for opening in the Invitation to Bid. An abstract of the amounts of the Bid Schedules will be made available to Bidders after the opening of the Bids.

ARTICLE 22 – STATE LAWS AND REGULATIONS

Modify 22.1 Delete reference to employment preference to Montana contractors and residents and contractor's registration.

END OF SECTION

SECTION 00210
SOILS INVESTIGATION DATA

PART 1 - GENERAL

1.1 INVESTIGATION

- A. General
 - 1. Bidders can request from the Engineer (referenced in the Invitation to Bid) soils investigation information pertinent to the project. The soils investigations are provided for information only. The soils investigations are not a part of the contract documents.
- B. Soil and subsurface investigations were conducted at the project site. The results of these investigations are found in the following reports:
 - 1. Geotechnical Data Report – Billings West End Reservoir Phase II, Billings, Montana, September 26, 2023, Terracon Project No. 26195013B.
- C. Bidders are urged to examine soil investigation and groundwater data and to make their own investigation of the site before bidding.

END OF SECTION

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

W.O. 19-12 West End Reservoir Fill Material Delivery

CONTRACT IDENTIFICATION AND NUMBER:

W.O. 19-12 West End Reservoir Fill Material Delivery

THIS BID SUBMITTED TO:

Dick Anderson Construction
kkastelitz@daconstruction.com

Dick Anderson Construction
4512 South Frontage Road
Billings, MT 59101

Dick Anderson Construction
P.O. Box 31511
Billings, MT 59101

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques,

sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder .

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such officials immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item Description: Reference Specification Section 00910 – SPECIAL PROVISIONS for a breakdown of bid item descriptions. The description of bid items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum bid items will be paid as a percentage of actual work complete. Percent complete will be based on the schedule of values submitted by the contractor and approved by the Engineer. The schedule of values will break down the lump sum Bid Items into discrete work activities beyond the breakdown shown on the Bid Schedule. The schedule of values must be submitted and approved by the Engineer before the Contractor can request payment for work under this Contract.

BID SCHEDULE I: West End Reservoir Fill Material Delivery

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
I-1	Mobilization/Demobilization	LS	1		
I-2	Taxes, Bonds & Insurance	LS	1		
I-3	General Conditions	LS	1		
I-4	Borrow Area Clearing	LS	1		
I-5	Fill Material	CY	500,000		
I-6	Zone 3 Waterline/Dewatering Trench Crossing(s)	LS	1		

TOTAL BID PRICE BID SCHEDULE I \$ _____
(Figures)

TOTAL BID PRICE BID SCHEDULE I \$ _____
(Words)

- A. Unit Prices have been computed in accordance with paragraph 11.03.B. of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The OWNER reserves the right to reject any or all bids.

6.01 Bidder agrees that the Work will be substantially completed and competed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form identified in the Instructions To Bidders..

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on _____ , _____
(Date)

Montana Contractor's Registration # (if any) _____

Montana Contractor's Gross Receipts Account # _____
(Example: XXXXXX-XXX-CGR)

Employer's Tax ID No. _____

If BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership: _____

By: _____
(Partnership Name)

By: _____
(Signature)

Business Address: _____
(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Corporation: _____

(Corporation Name)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature of person authorized to sign)

Title: _____

Attest: _____
(Signature)

Business Address: _____

Phone No.: _____ FAX No: _____

Date of Qualification To Do Business Is: _____

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:
Address: _____

Phone No.: _____ FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

SECTION 00500

AGREEMENT FORM

This Agreement is dated as of _____, by and between "Dick Anderson Construction," hereinafter called Owner, and _____, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

W.O. 19-12 West End Reservoir Fill Material Delivery

Article 3. ENGINEER/ARCHITECT

3.01 The Project has been designed by: HDR Engineering who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial and Final Completion.

A. The Work shall be substantially complete (All Fill Material placed on the adjacent property) by December 31, 2025. Final completion of the Work shall be within 30 Calendar days after the date of Substantial Completion.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete and Two Hundred Fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 4.02 for Final completion. The liquidated damages specified herein include unscheduled employment.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established lump sum of that item that is constructed and accepted. Lump Sum prices are those listed in the Lump Sum Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item or for lump sum bid items payment will be made on the percentage of actual work complete based on the schedule of values break down for the lump sum bid item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.
 - a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.
 - b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).
 - c. In accordance with Title 15, Chapter 50, MCA, the Owner shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall transmit such monies to the Montana Department of Revenue.
2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 7. INTEREST:

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a rate of up to 1% per month.

Article 8. CONTRACTOR'S REPRESENTATION:

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Pages 1 to 7, inclusive);

2. Performance Bond (pages 1 to , inclusive);
3. Payment Bond (pages 1 to , inclusive);
4. General Conditions (pages 1 to , inclusive);
5. Supplementary Conditions (pages 1 to , inclusive);
6. Special Provisions (pages 1 to , inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered ____ through ____ with each sheet bearing the following general title: _____
_____;
9. Addenda (Numbers _____ to _____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice To Proceed (pages 1 to ____, inclusive);
 - b. Contractor's Bid (pages _____ to _____, inclusive);
 - c. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive);
 - d. Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
 - d. Any Notice of Partial Utilization
 - e. Notice of Substantial Completion
 - f. Lien Waivers
 - g. Notice of Final Completion and Acceptance
12. Certificates of Insurance
13. Wage Rates
14. Special Provisions (Section 00900 of Std Mods and project specific)
15. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010, including the City of Billings Standard Modifications thereof.

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 10. MISCELLANEOUS:

10.01 Terms.

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed copies of Agreement. Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____ (which is the effective date of the Agreement).

Dick Anderson Construction _____

Contractor _____

By _____
(Signature)

By _____
(Signature)

Attest _____
(Signature)

Attest _____
(Signature)

Address for giving notices:

Address for giving notices:

Phone No. _____

Phone No. _____

FAX No. _____

FAX No. _____

(CORPORATE SEAL)

(SEAL)

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner - Contractor Agreement.

Contractor Registration No.

Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:

Contractor's Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

FAX No.: _____

FAX No.: _____

END OF SECTION

MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2025

Effective: January 11, 2025

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department 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 (MCA), 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 Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay 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 erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

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 erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(b), states “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’”

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA 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 Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA 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, MCA 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. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.”*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA 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 journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, 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.”

N. Employment Preference

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

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”

P. Occupations Definitions

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

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

Q. Welder Rates

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

R. Foreman Rates

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

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$35.30	\$34.00

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

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Travel and Per Diem:

No travel or per diem established.

BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$32.32	\$16.78

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Travel:

0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

CARPENTERS

Wage	Benefit
\$36.49	\$17.45

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$38.54	\$17.04

Duties Include:

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

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Zone Pay:

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$31.51	\$15.73

Per Diem:
0-75 mi free zone
>75 mi \$70/day

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$32.88	\$15.15

Per Diem:
0-75 mi free zone
>75 mi \$70/day

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up 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 up to and incl. 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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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 Haul Truck, Articulating Trucks, Vac Truck.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$40.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$42.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 150 tons up 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.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$23.08	\$11.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$26.15	\$13.44

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/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; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$13.44

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.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.82

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 incl. Air Arc

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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

DIVERS

Stand-By	No Rate Established
Diving	No Rate Established

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

DIVER TENDERS

No Rate Established

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

ELECTRICIANS

Wage	Benefit
\$38.86	\$17.84

Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

No Rate Established

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

0-30 mi. free zone
>30-40 mi. \$25.00/day
>40-50 mi. \$35.00/day
>50-60 mi. \$45.00/day
>60 mi. \$130.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$34.83	\$28.07

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/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.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$34.83	\$28.07

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/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.

LINE CONSTRUCTION – EQUIPMENT OPERATORS

No Rate Established

Duties Include:

All work on substations

Travel:
No Free Zone
\$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.09	\$8.36

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$52.11	\$18.75

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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MILLWRIGHTS

Wage	Benefit
\$45.26	\$21.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS

Wage	Benefit
\$25.00	No Rate Established

Travel and Per Diem:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
\$36.49	\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/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.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$45.60	\$21.26

Travel:
District 4
0-70 free zone
>70 mi.
▪ On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
▪ On jobs when employees work any number of consecutive days: \$110.00/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.

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SPRINKLER FITTERS

No Rate Established

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

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TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benefit
Truck Driver	\$31.28	\$9.37

Truck drivers include but are not limited to:

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

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Travel

The following travel allowance is applicable when traveling in employee's vehicle.

- 0-60 mi. free zone
- >60-80 mi. \$23.00/day
- >80-100 mi. \$33.00/day
- >100 mi. \$125.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.

- >100 mi. \$125.00/day

Zone Pay:

All Districts

- 0-30 mi. free zone
- >30-60 mi. base pay + \$3.05/hr.
- >60 mi. base pay + \$.485/hr.

Special Provision:

Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

1 A contractor yet to be determined will be installing a 36-inch ductile iron treated waterline
2 in the waterline berm. This project is estimated to begin the beginning of November 2025
3 and run through April 2026. The project is planned to start from the north and continue
4 south across Hesper Road to the water plant currently under construction. The Waterline
5 Contractor will have the right-of-way for continuous installation of the waterline as it
6 relates to coordination with the Fill Material Delivery project. The Waterline Contractor
7 will provide a minimum 14-day notice to the Fill Material Delivery Contractor of impacts
8 to established haul routes. The Waterline Contractor will backfill the pipe trench with
9 flowable fill at haul road crossings as designated by the Fill Material Delivery Contractor.
10 The Fill Material Delivery Contractor will need to reestablish haul roads (if needed) after
11 the waterline is installed through a haul road. The Fill Material Delivery Contractor will
12 also need to provide protection for the waterline at any equipment crossings after the
13 waterline is installed. Any damage to the waterline from haul road construction traffic will
14 be the responsibility of the Fill Material Delivery Contractor.

15
16 Knife River will be spreading out and compacting the fill material once its placed by the
17 Fill Material Delivery Contractor on Knife River's property. Knife River will be clearing the
18 fill areas and will provide direction as to the location for the material to be deposited. The
19 anticipated sequence is to start along Hesper Road at the west end of the Knife River
20 and then move east. Once the limits of the fill area are reached along Hesper Road, fill
21 will continue north.

22 23 **1.4 MEASUREMENT AND PAYMENT**

24
25 General: Refer to the City of Billings Standard Modifications, Section 00900, Article 3 for
26 general measurement and payment requirements.

27
28 Bid Item Description and Measurement and Payment:

29 This section, in general, describes the bid items included in the Bid Schedule. The description
30 of bid items is provided for clarity purposes only. It is not intended to replace, supersede, or
31 preclude any information in the plans and specifications. Unless specified otherwise, all lump
32 sum bid items will be paid as a percentage of actual work complete. Percent complete will
33 be based on the schedule of values submitted by the contractor and approved by the
34 Engineer. The schedule of values will break down the lump sum Bid Items into discrete work
35 activities beyond the breakdown shown on the Bid Schedule. The schedule of values must
36 be submitted and approved by the Engineer before the Contractor can request payment for
37 work under this Contract. General descriptions of the project Bid Items are provided below:

38 39 40 **Bid Schedule I West End Reservoir Fill Material Delivery**

41 42 **Bid Item No. I-1: Mobilization/Demobilization, LS:**

43 This lump sum Bid Item includes all work/costs associated with Mobilization/Demobilization
44 as defined per City of Billings Standard Modifications, Section 00900 Part 4.

45
46 Measurement and Payment for this item shall be per City of Billings Standard Modifications,
47 Section 00900, Part 4.

1 **Bid Item No. I-2: Taxes, Bonds, and Insurance, LS:**

2 This lump sum Bid Item includes all work/costs associated with any and all state, local, and
3 federal taxes, all required bonds associated with the project, and all insurance required per
4 the contract.

5
6 Measurement and Payment for this item shall be per City of Billings Standard Modifications,
7 Section 00900, Part 5.

8
9 **Bid Item No. I-3: General Conditions, LS:**

10 This lump sum Bid Item includes all work/costs associated with: coordination; scheduling;
11 quality control; construction facilities and temporary controls; safety at the site; environmental
12 quality control; final cleanup and contract closeout; and other home office related project
13 work.

14
15 Measurement and Payment for this item shall follow the same rate as defined for
16 mobilization/demobilization, reference City of Billings Standard Modifications, Section 00900,
17 Part 4.

18
19 **Bid Item No. I-4: Borrow Area Clearing, LS:**

20 This unit price Bid Item includes all work/costs associated with clearing operations within the
21 defined limits of the borrow area. Clearing is defined as the removal of trees, stumps, brush,
22 heavy surface organics, foreign materials, and all surface debris over 1 ft. in diameter.
23 Cleared material shall be stockpiled in the northeast corner of the site, in the location as
24 identified on the drawings.

25
26 Measurement and Payment for this item shall be as a percentage of the total borrow area
27 cleared.

28
29 **Bid Item No. I-5: Fill Material, CY:**

30 This unit price Bid Item includes all work/costs associated with the excavation, loading,
31 hauling, and depositing of fill material from the areas shown on the plans to the adjacent
32 property as shown. Material shall be delivered to the adjacent property, to any location within
33 the defined boundary as shown on the plans, as designated by the landowner. The
34 landowner intends to further spread and compact the delivered fill material, in the event
35 landowner is unable to do so, Contractor shall stockpile fill material at a location within the
36 defined boundary as designated by the landowner. Also included in this bid item is the
37 establishment and maintenance of all haul routes required for the Contractor to complete the
38 work. Compliance under Dick Anderson CM/GC previously established Stormwater Pollution
39 Prevention Plan including but not limited to tracking all slopes after creation, ancillary erosion
40 control and restoration, and dust control throughout the work site.

41
42 Measurement and Payment for this item shall be paid for at the contract unit price per cubic
43 yard for the actual measured volume of material excavated, transported, and deposited.
44 Price and payment is full compensation for all labor, tools, equipment, and other incidentals
45 necessary to complete the work as described above. Intermittent progress payments will be
46 per an agreed to approximation between Owner, Engineer and Contractor, of the amount of
47 material moved in the payment period. Final payment and reconciliation of quantities shall
48 be measured from a third-party pre and post survey of the property from which the material
49 is removed, total quantity shall be calculated through engineering software to confirm the
50 total quantity of fill material delivered.

1 **Bid Item No. I-6: Zone 3 Waterline/Dewatering Trench Crossing(s), LS:**

2 This lump sum Bid Item includes all work/costs associated with contractor's means and
3 methods to provide protection to the existing Zone 3 Waterline routed North/South along the
4 east edge of the City of Billings Property and filling in the existing Dewatering Trench West
5 of the waterline. Contractor shall be responsible for providing crossings of adequate width
6 and number to facilitate their chosen haul routes. Waterline crossings must be of adequate
7 design to prevent damage to the existing pipeline from the contractor's chosen haul
8 equipment. Dewatering trench crossings can be constructed from onsite material, however
9 the necessary material will not be considered part of the fill material quantity bid item.

10
11 Measurement and payment for this item shall be as a percentage of the total number of
12 needed crossings installed per the Contractor's schedule of values.
13

14 **END OF SECTION**



Contract Drawings For

WEST END WATER FACILITY W.O. 19-12

Reservoir Fill Material Delivery

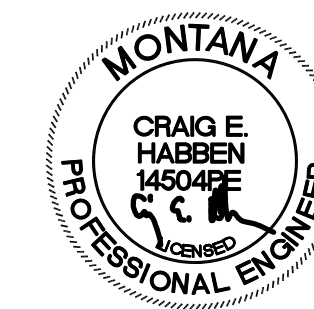
ISSUE FOR BID

Project No. 10126753
Billings, MT

Date: March 2025

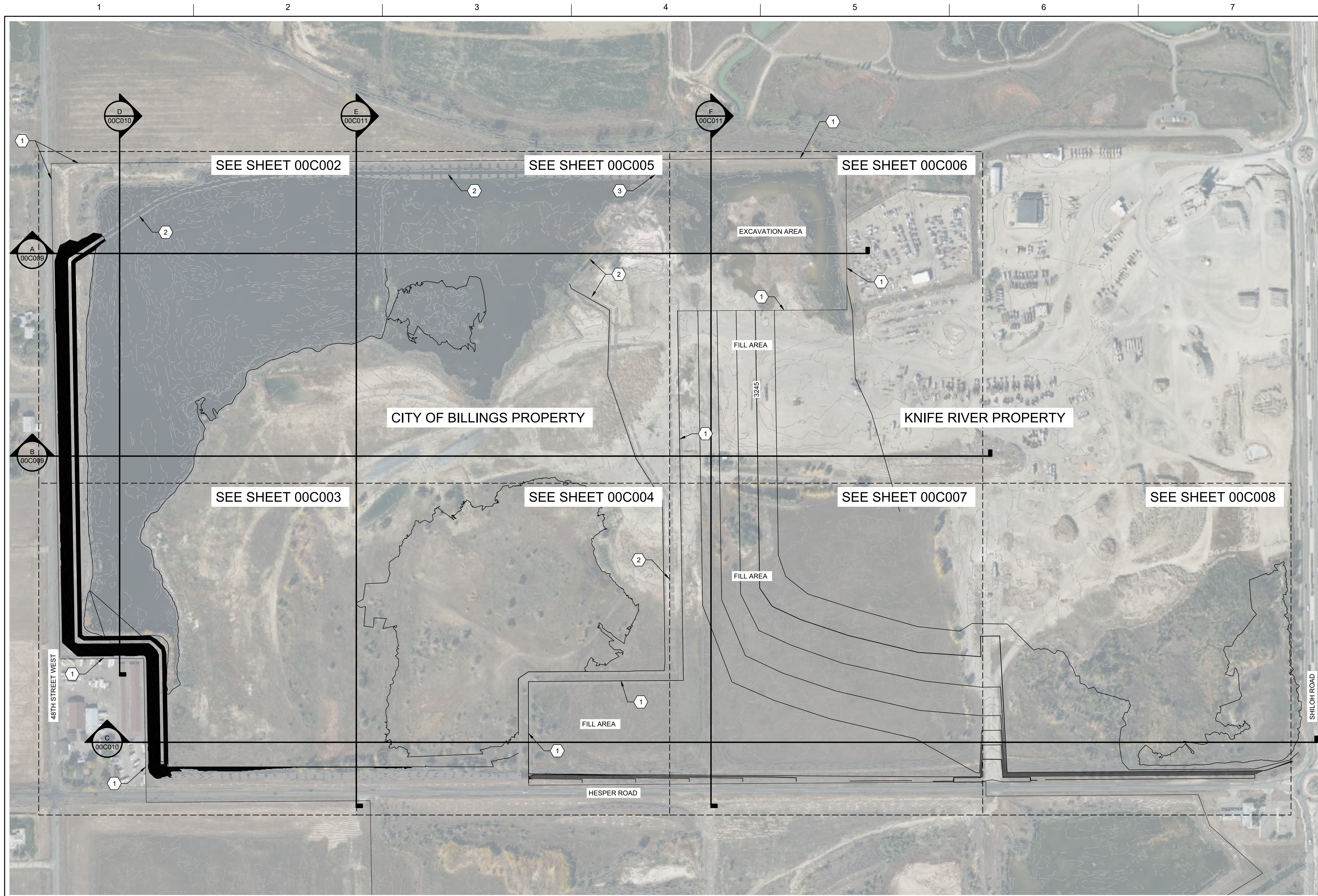
SHEET INDEX

00G000	COVER SHEET & SHEET INDEX
00C001	OVERALL SITE PLAN
00C002	ENLARGED PLAN 1
00C003	ENLARGED PLAN 2
00C004	ENLARGED PLAN 3
00C005	ENLARGED PLAN 4
00C006	ENLARGED PLAN 5
00C007	ENLARGED PLAN 6
00C008	ENLARGED PLAN 7
00C009	OVERALL SECTIONS 1
00C010	OVERALL SECTIONS 2
00C011	ENLARGED SECTIONS 1
00C012	ENLARGED SECTIONS 2
00C013	ENLARGED SECTIONS 3
00C014	ENLARGED SECTIONS 4



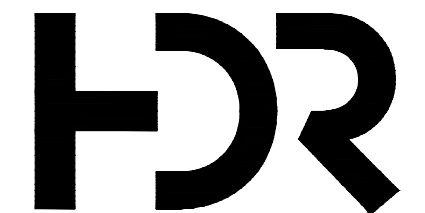
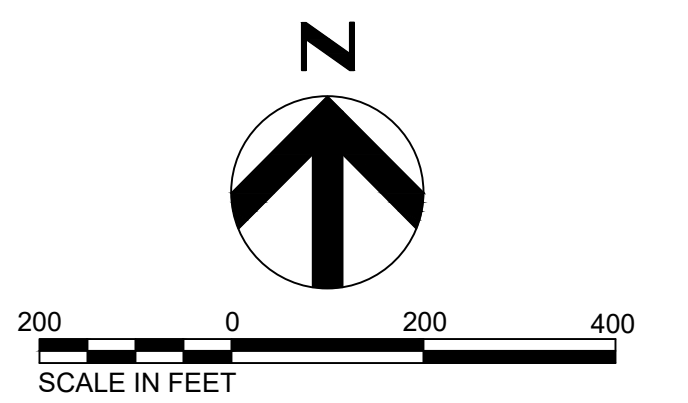
THIS DRAWING SET HAS BEEN TRANSMITTED WITH A COMPUTER GENERATED SEAL AND SIGNATURE. THE WET SIGNED AND DATED SET OF DRAWINGS IS ON FILE IN THE HDR-BILLINGS MT OFFICE, 970 SOUTH 29TH STREET WEST, BILLINGS MT 59102.

CRAIG HABBEN
Project Manager
HDR Engineering, Inc.



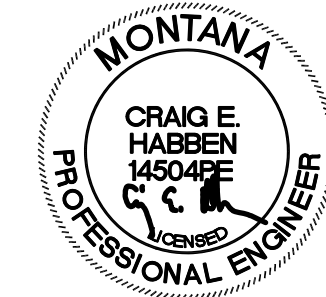
- GENERAL NOTES:**
1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY.
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 3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
 4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
 5. EXCAVATION/BORROW AREA TO BE CLEARED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED BY OTHER CONTRACTOR.
 6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
 7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
 8. SEE SPECIAL PROVISIONS SPECIFICATION FOR COORDINATION WITH OTHER CONTRACTS.

- KEYNOTES:** (X)
1. CITY PROPERTY LINE.
 2. EXISTING DEWATERING TRENCH.
 3. DEWATERING PUMP CAISSON. AVOID IMMEDIATE AREA AROUND PUMP.



ISSUE	DATE	DESCRIPTION
MARCH 2025		ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

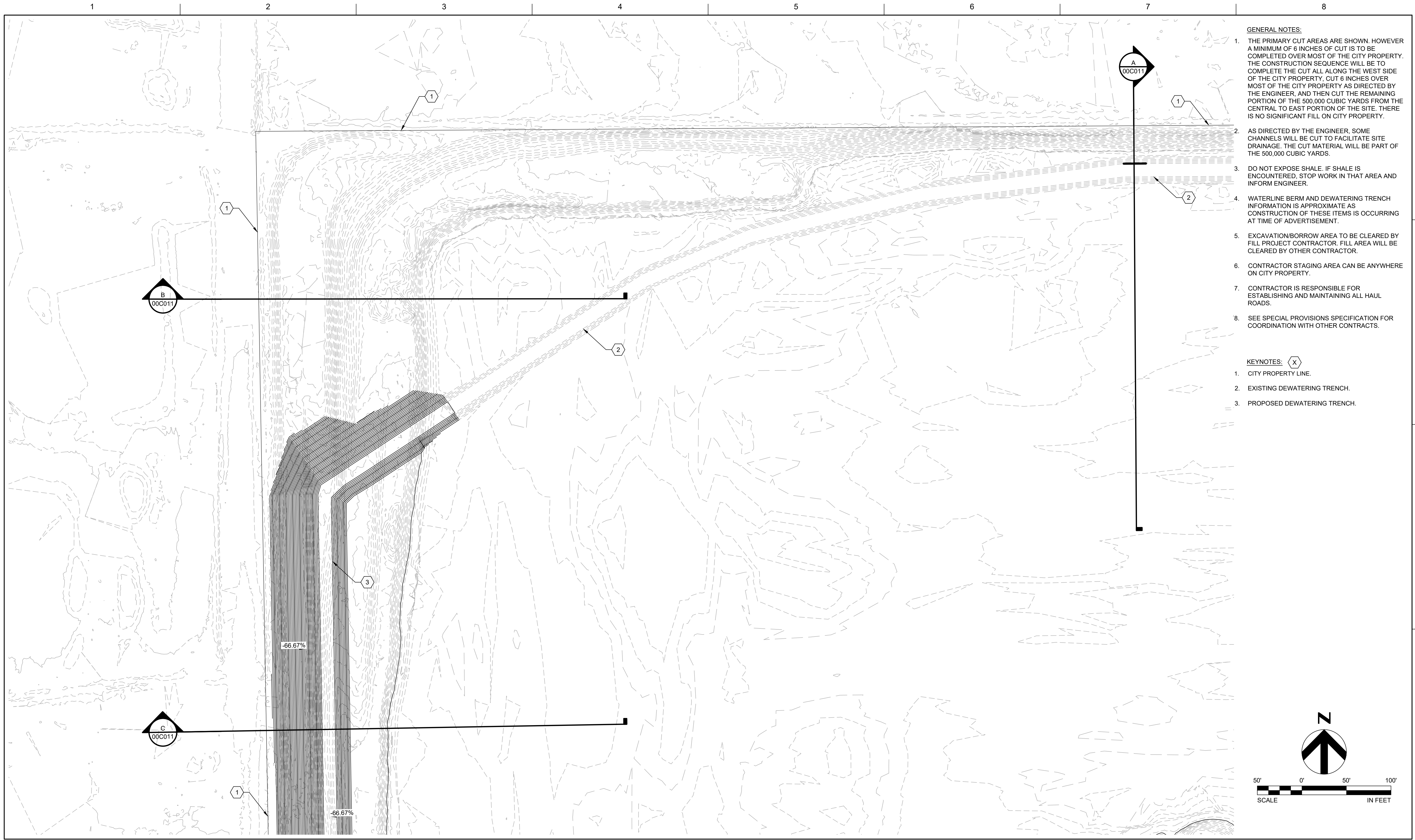


West End Water Facility
 City of Billings, MT
 W.O. 19-12
**RESERVOIR
 FILL MATERIAL DELIVERY**



**CIVIL
 OVERALL SITE PLAN**

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SHEET NUMBER	00C001



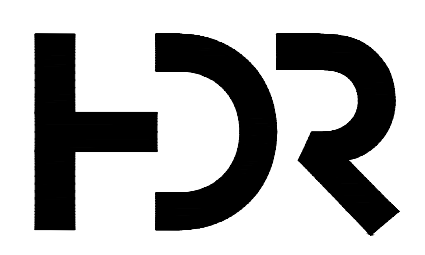
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- KEYNOTES:** (X)
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 2. EXISTING DEWATERING TRENCH.
 3. PROPOSED DEWATERING TRENCH.

B
00C011

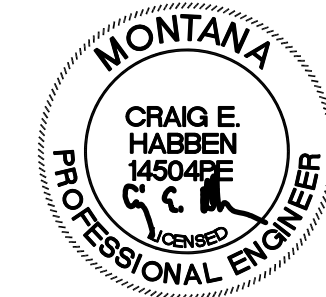
C
00C011

A
00C011



ISSUE	DATE	DESCRIPTION
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CIVIL	C. HABBEN
PROJECT NUMBER	10126753

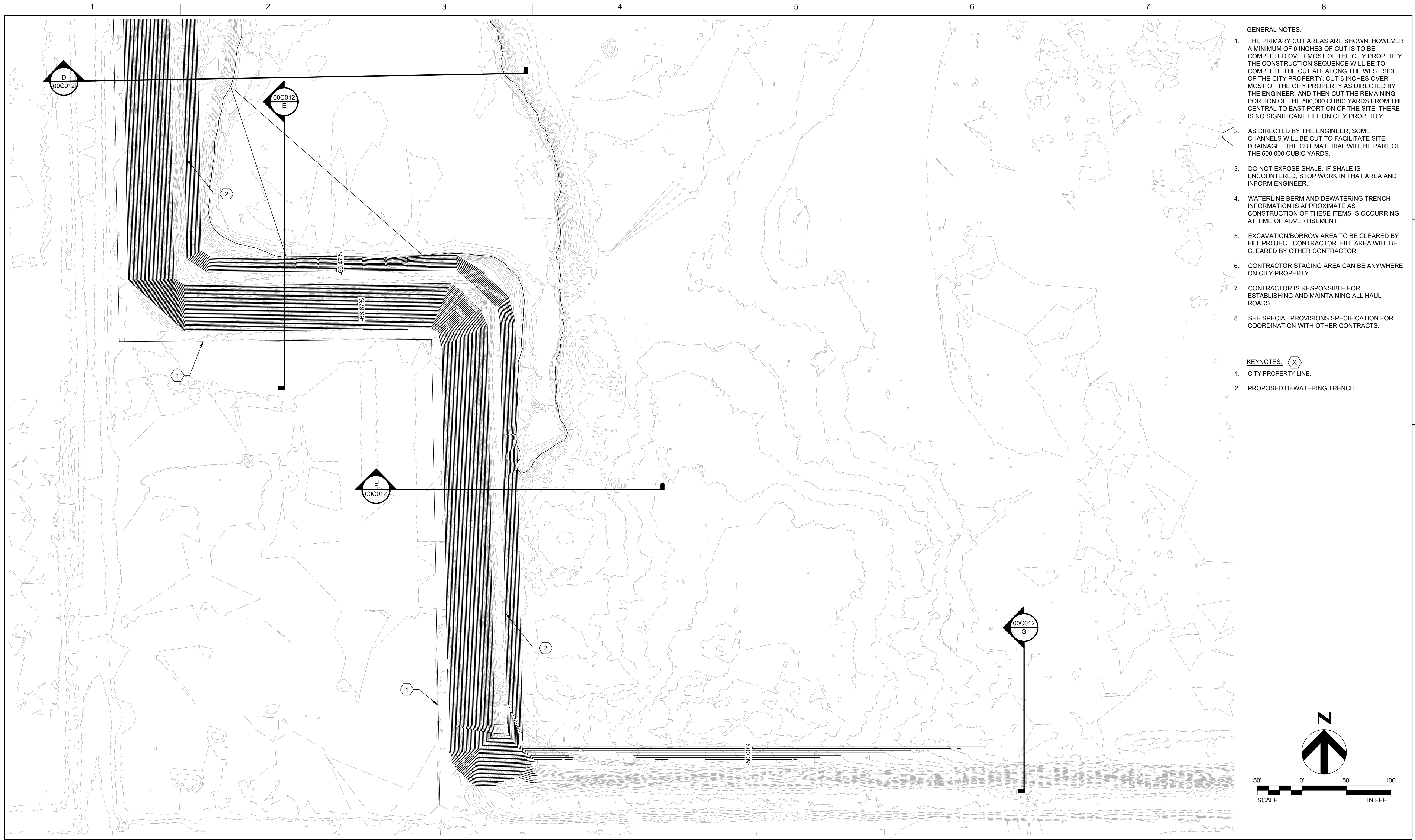


West End Water Facility
City of Billings, MT
W.O. 19-12
**RESERVOIR
FILL MATERIAL DELIVERY**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

**CIVIL
ENLARGED PLAN 1**

SHEET NAME
00C002.dwg
SHEET NUMBER
00C002

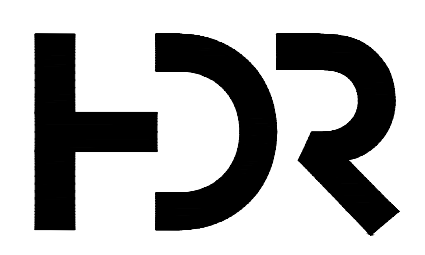


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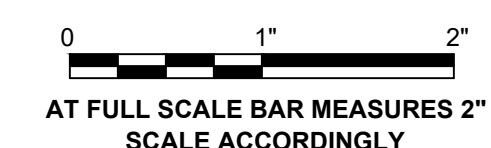


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CIVIL	C. HABBEN
PROJECT NUMBER	10126753

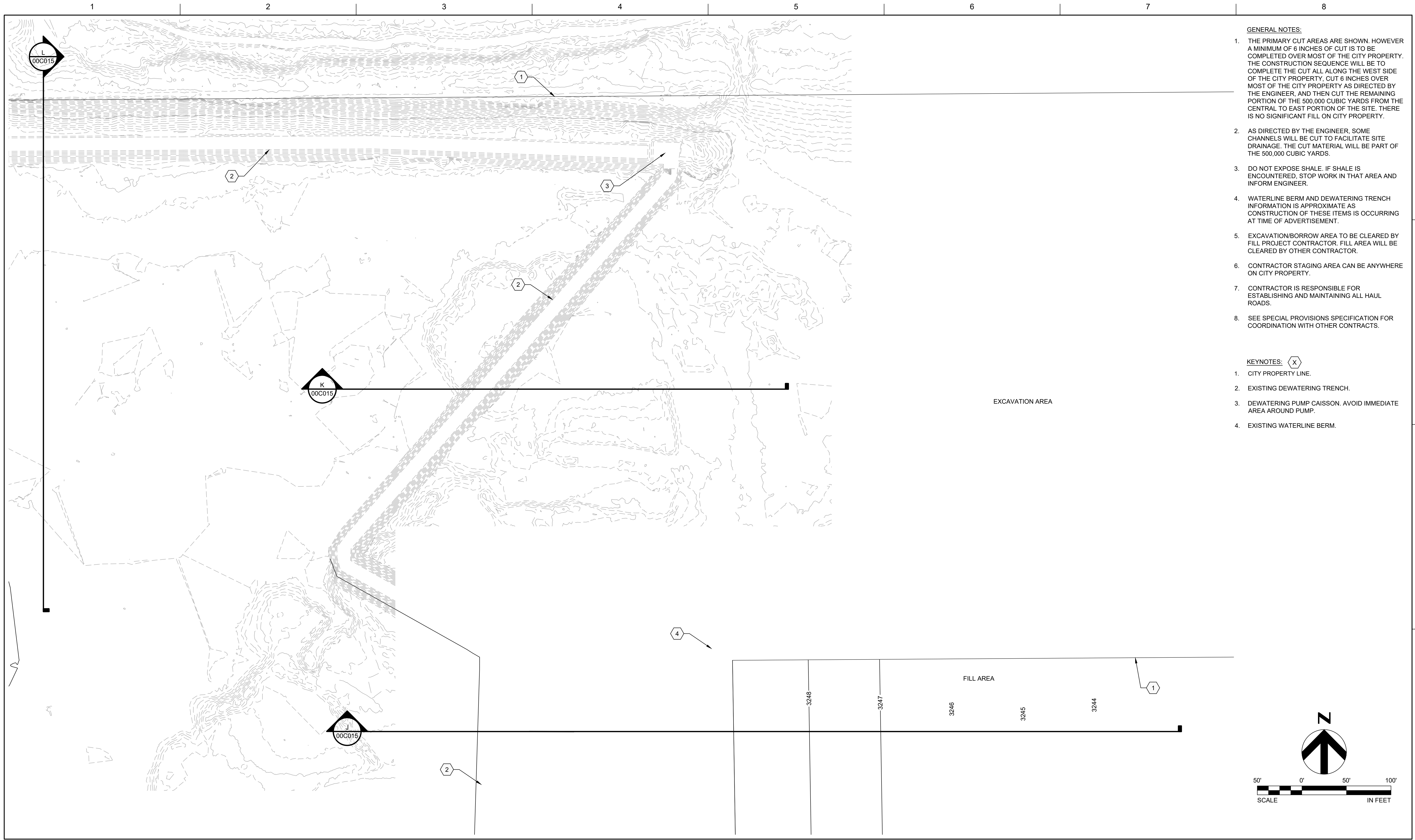


West End Water Facility
 City of Billings, MT
 W.O. 19-12
 RESERVOIR
 FILL MATERIAL DELIVERY



CIVIL
ENLARGED PLAN 2

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SHEET NUMBER	00C003



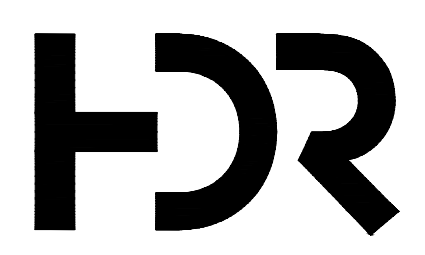
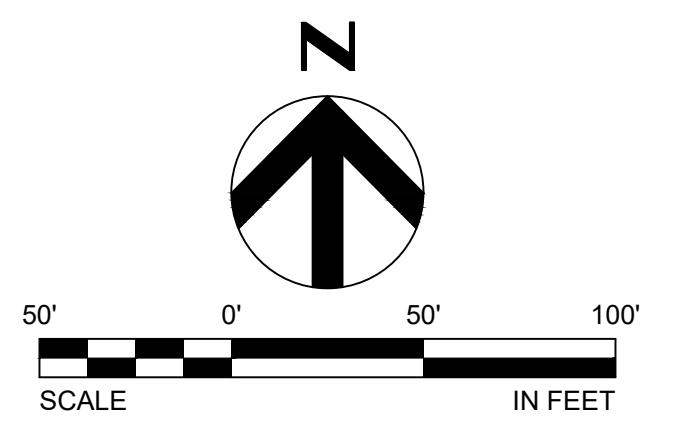
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4. EXISTING WATERLINE BERM.

EXCAVATION AREA

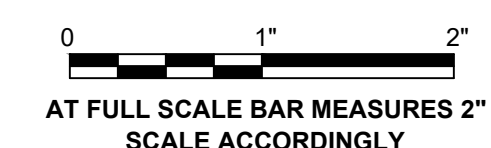


MARCH 2025	ISSUE FOR BID	
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PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

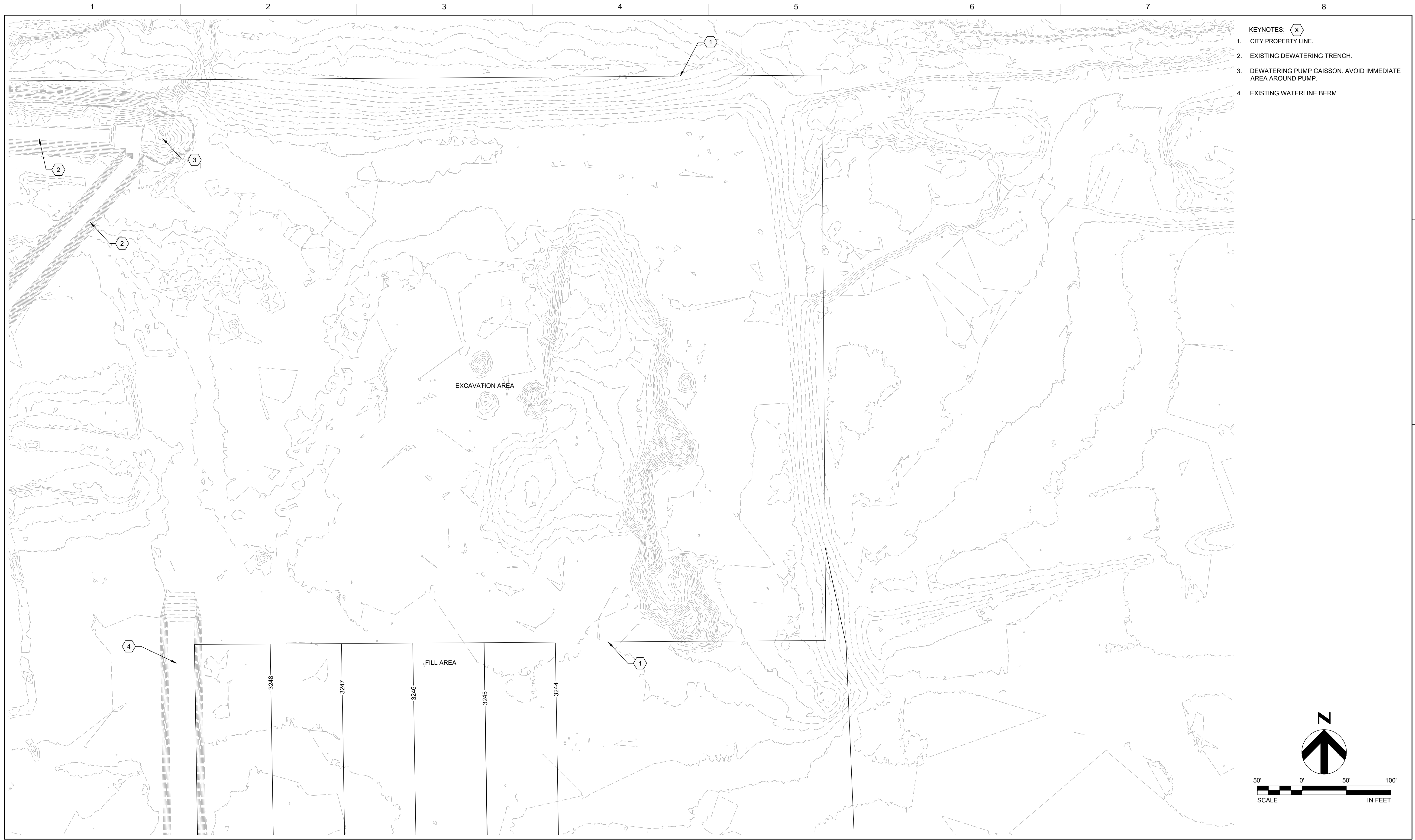


West End Water Facility
 City of Billings, MT
 W.O. 19-12
 RESERVOIR
 FILL MATERIAL DELIVERY

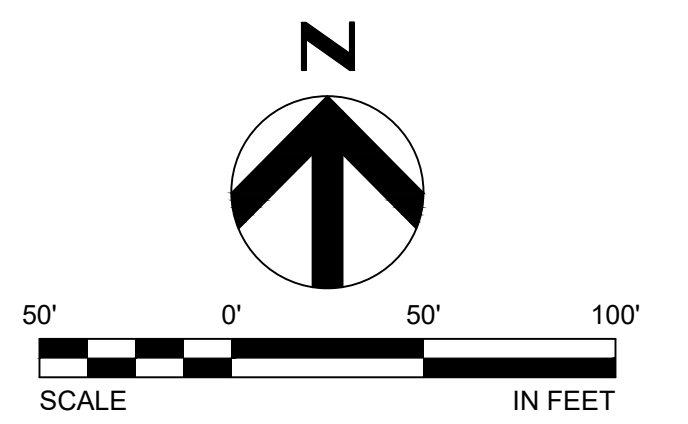


CIVIL
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SHEET NAME	00C005.dwg
SHEET NUMBER	00C005



- KEYNOTES:** (X)
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EXCAVATION AREA

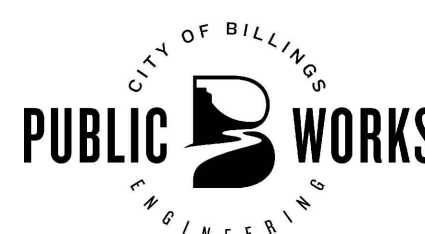
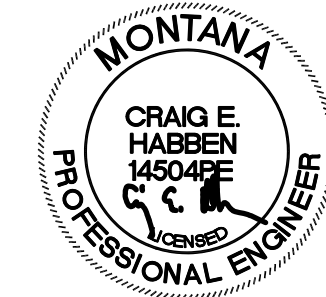
FILL AREA

	3248	3247	3246	3245	3244	
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ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753



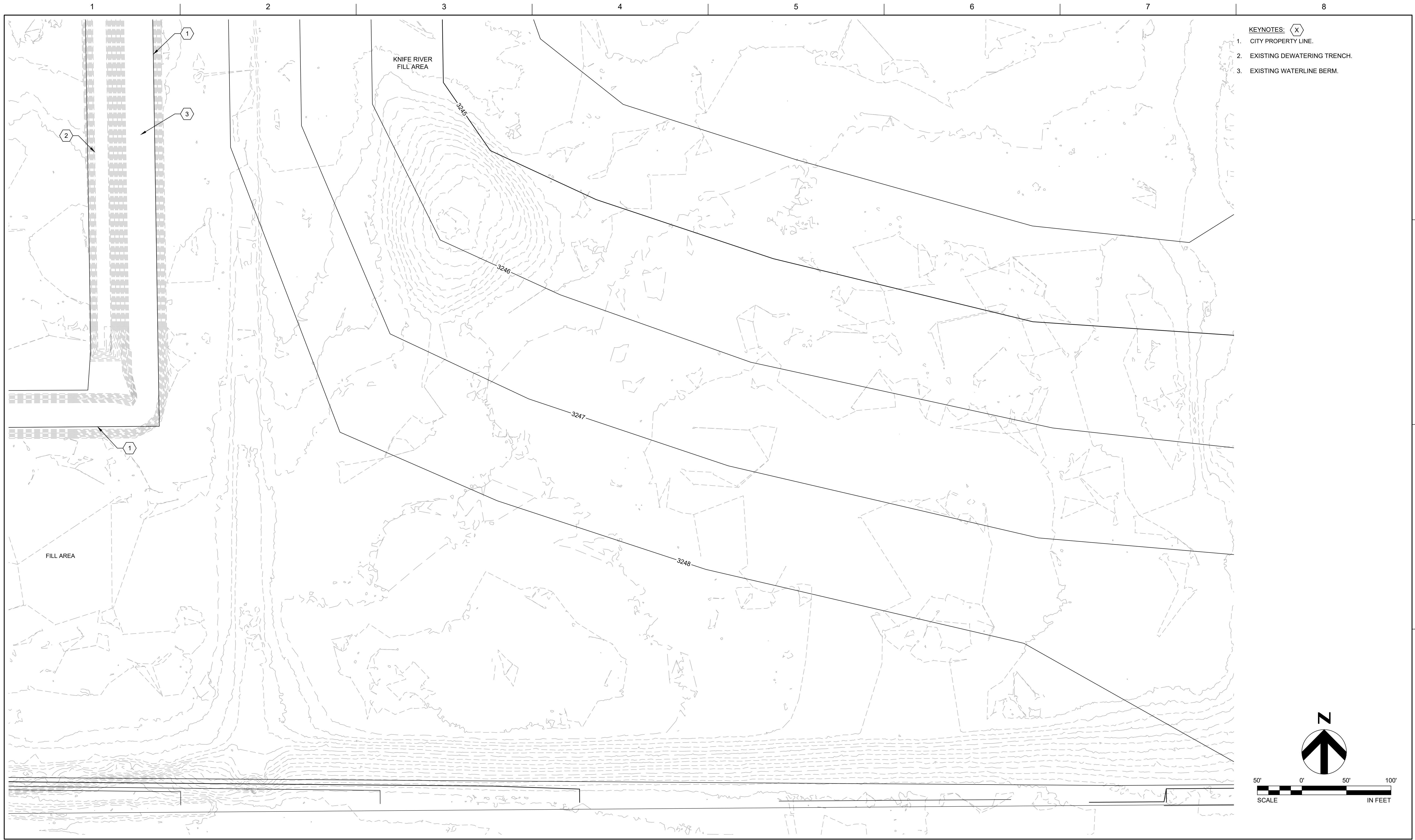
West End Water Facility
 City of Billings, MT
 W.O. 19-12
**RESERVOIR
 FILL MATERIAL DELIVERY**



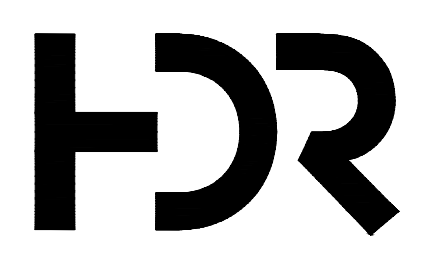
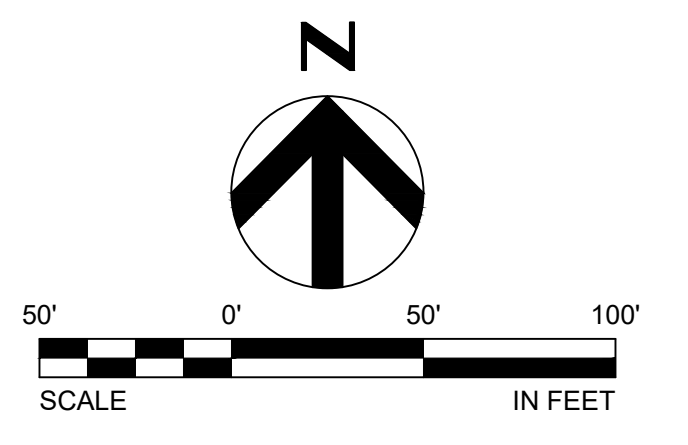
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SHEET NUMBER
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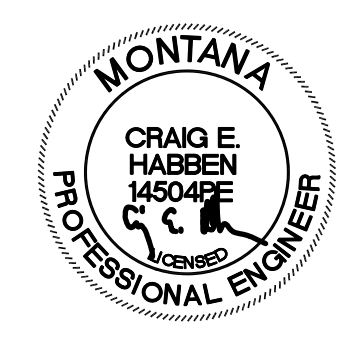


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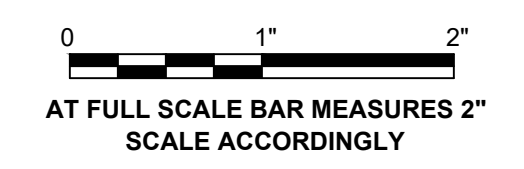


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CIVIL	C. HABBEN
PROJECT NUMBER	10126753



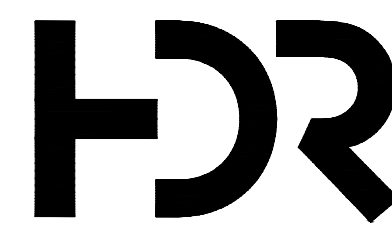
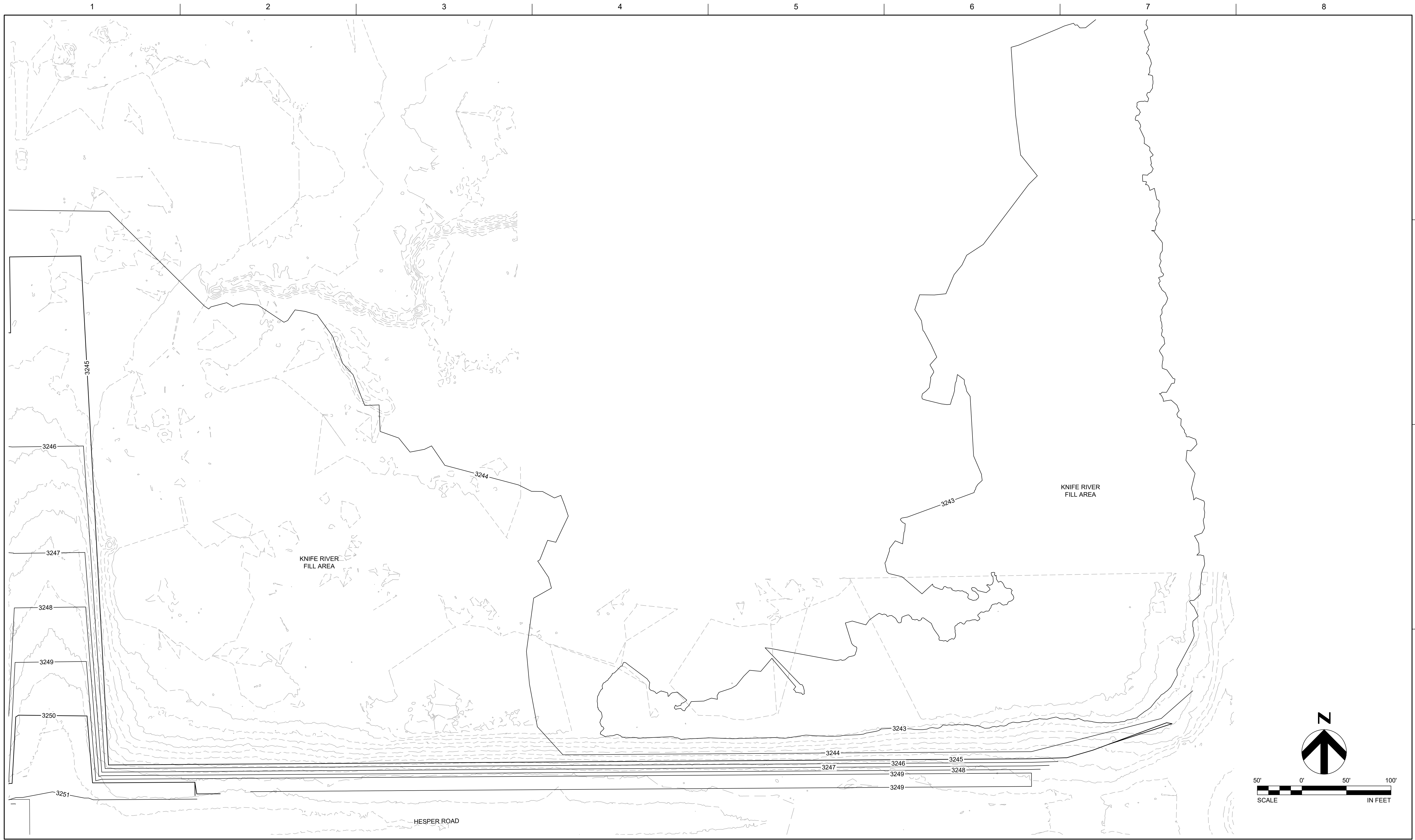
West End Water Facility
 City of Billings, MT
 W.O. 19-12
**RESERVOIR
 FILL MATERIAL DELIVERY**



CIVIL
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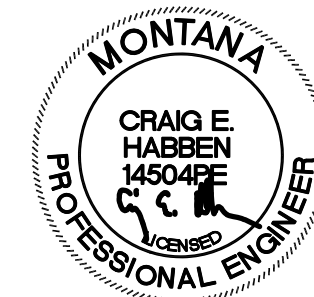
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ISSUE	DATE	DESCRIPTION
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PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
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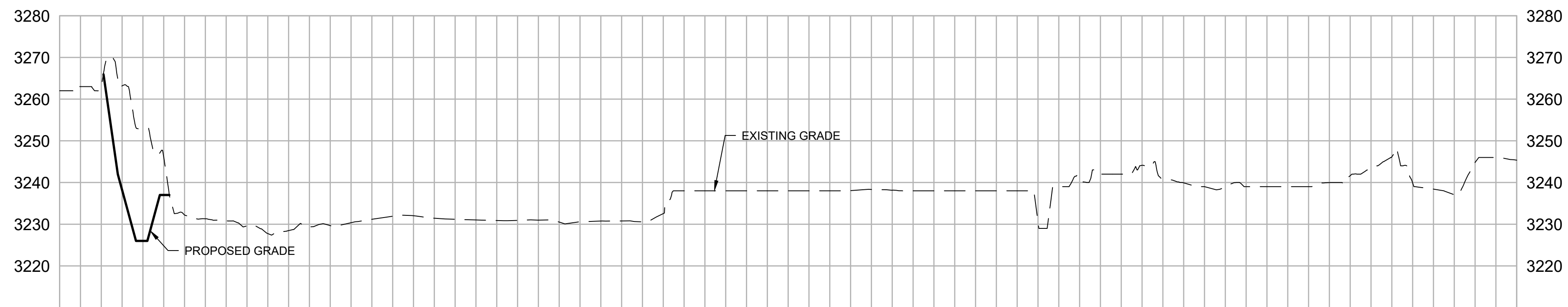
West End Water Facility
 City of Billings, MT
 W.O. 19-12
**RESERVOIR
 FILL MATERIAL DELIVERY**



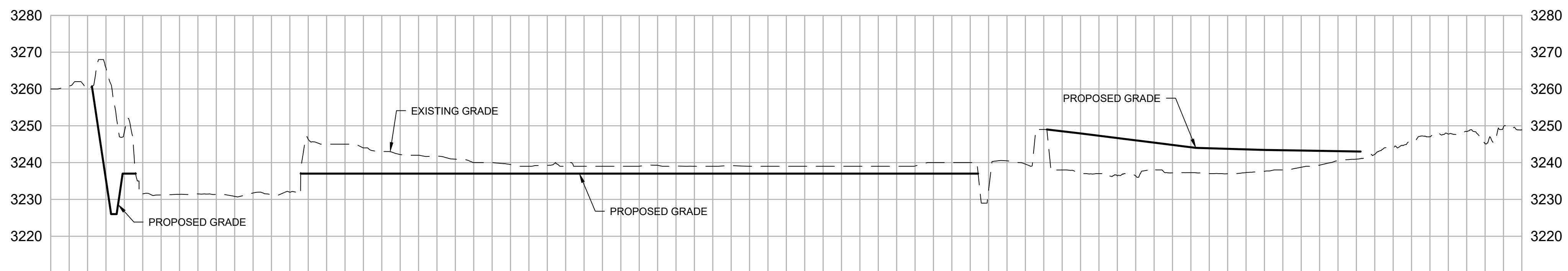
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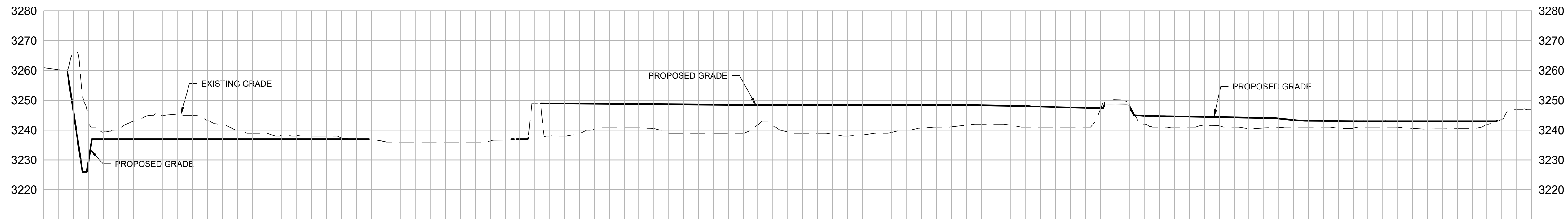
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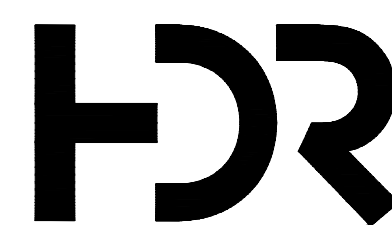
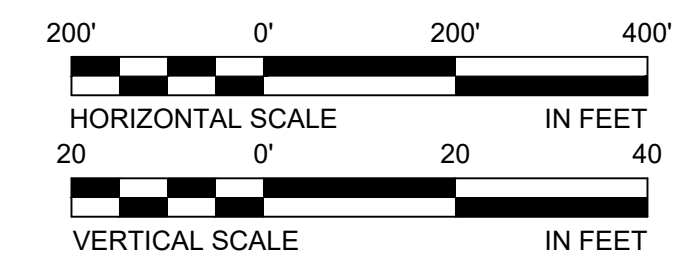
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B
SECTION
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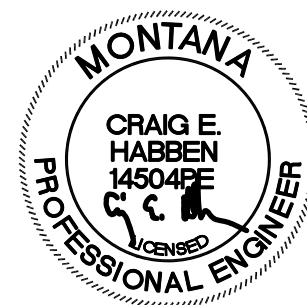


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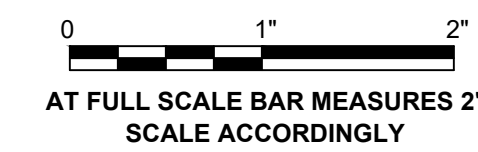


ISSUE	DATE	DESCRIPTION
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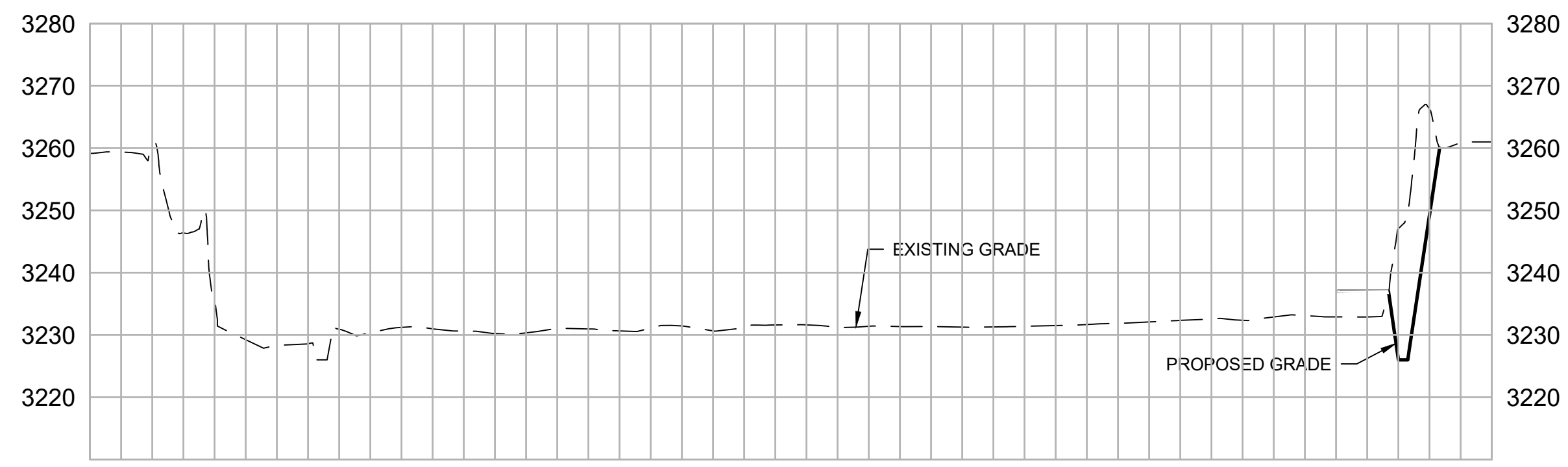
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CIVIL	C. HABBEN
PROJECT NUMBER	10126753



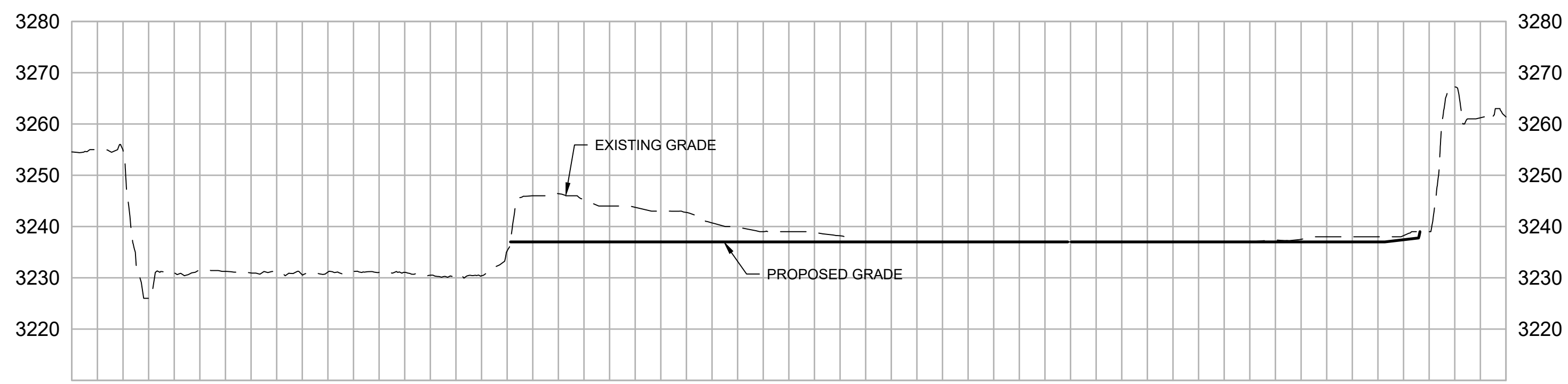
West End Water Facility
 City of Billings, MT
 W.O. 19-12
**RESERVOIR
 FILL MATERIAL DELIVERY**



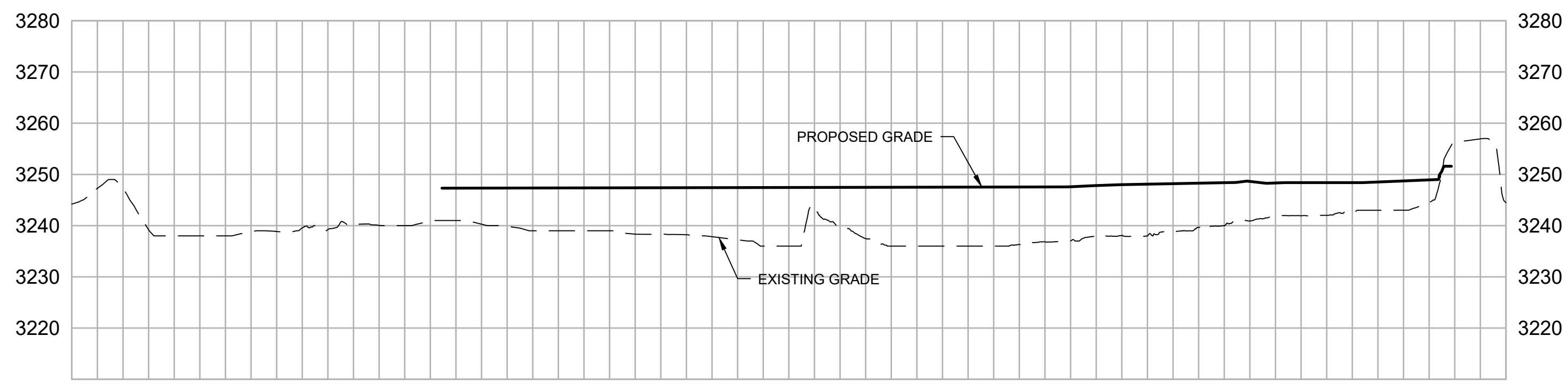
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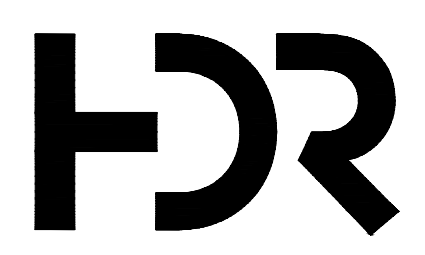
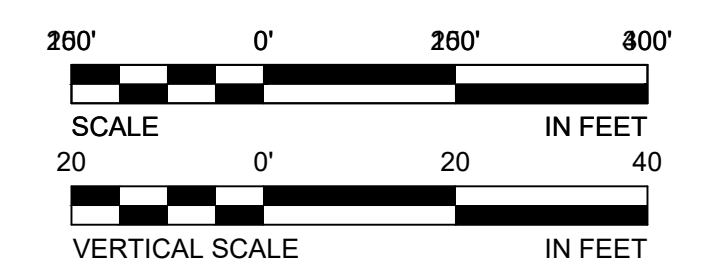
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E SECTION
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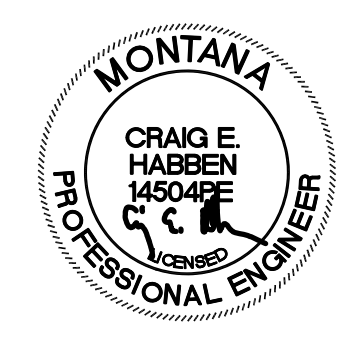


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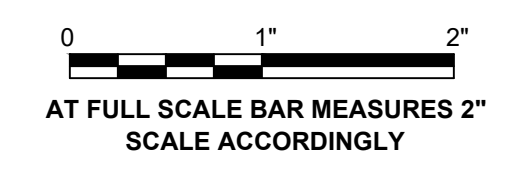


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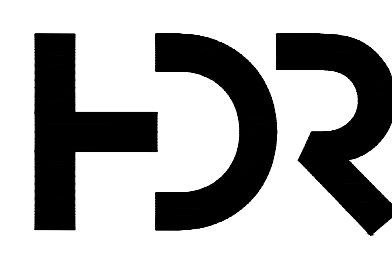
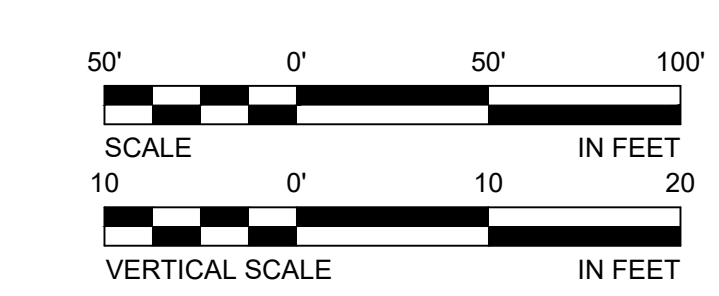
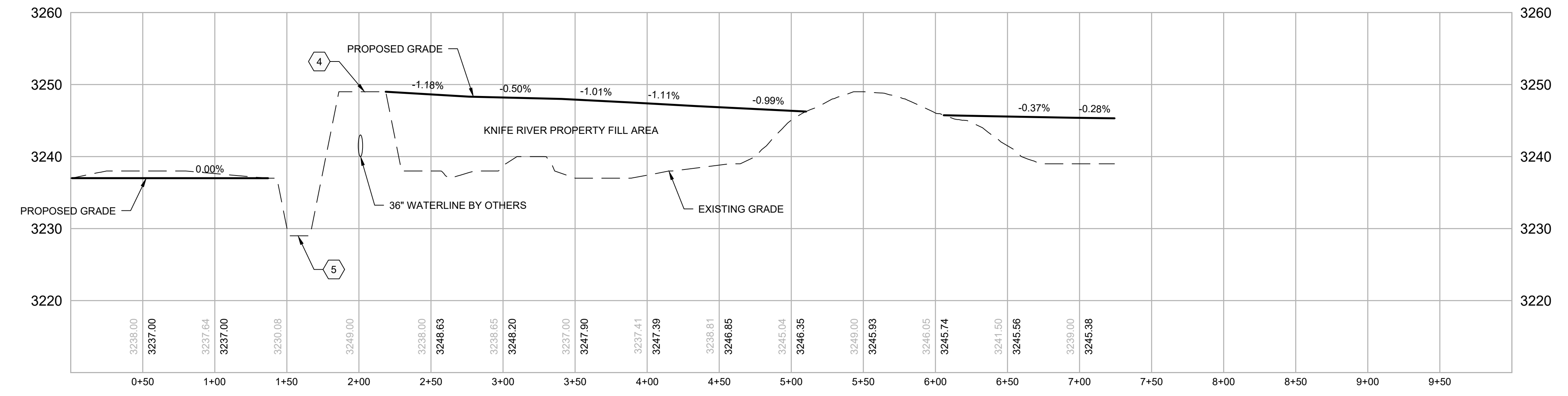
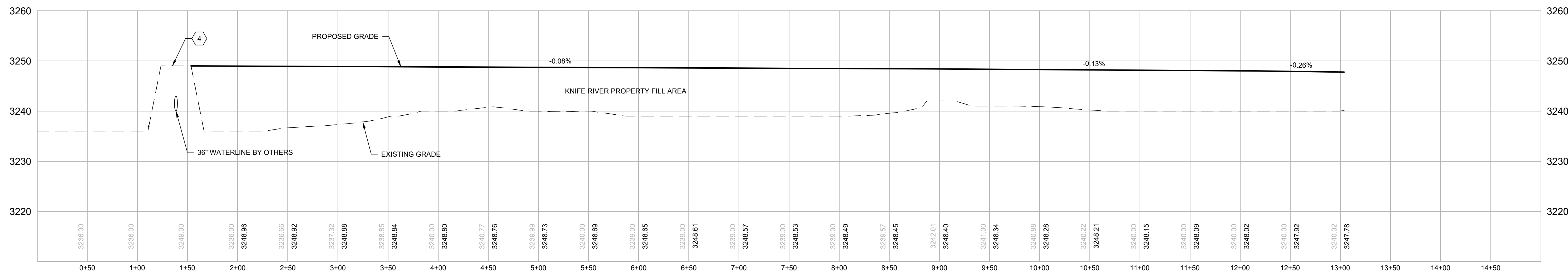


West End Water Facility
City of Billings, MT
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RESERVOIR
FILL MATERIAL DELIVERY



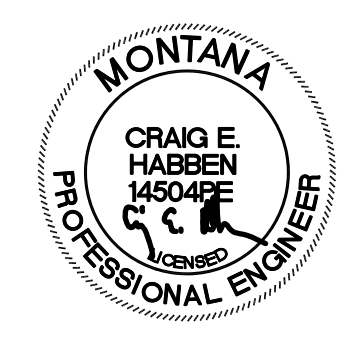
CIVIL
OVERALL SECTIONS 2
SHEET NAME: 00C010.dwg
SHEET NUMBER: 00C010

- KEYNOTES:** (X)
1. PROVIDE NOMINALLY 6 INCHES OF CUT.
 2. EXISTING DEWATERING TRENCH.
 3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
 4. TOP OF WATERLINE BERM.
 5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.

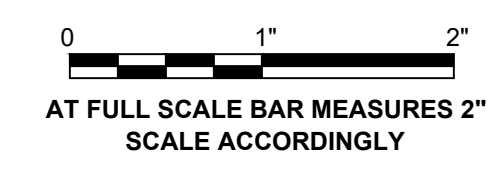


ISSUE	DATE	DESCRIPTION
MARCH 2025	ISSUE FOR BID	

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753

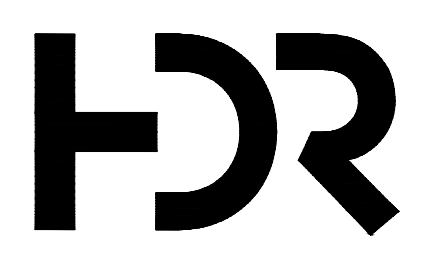
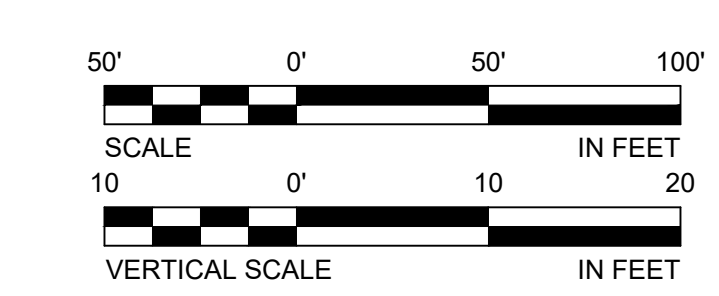
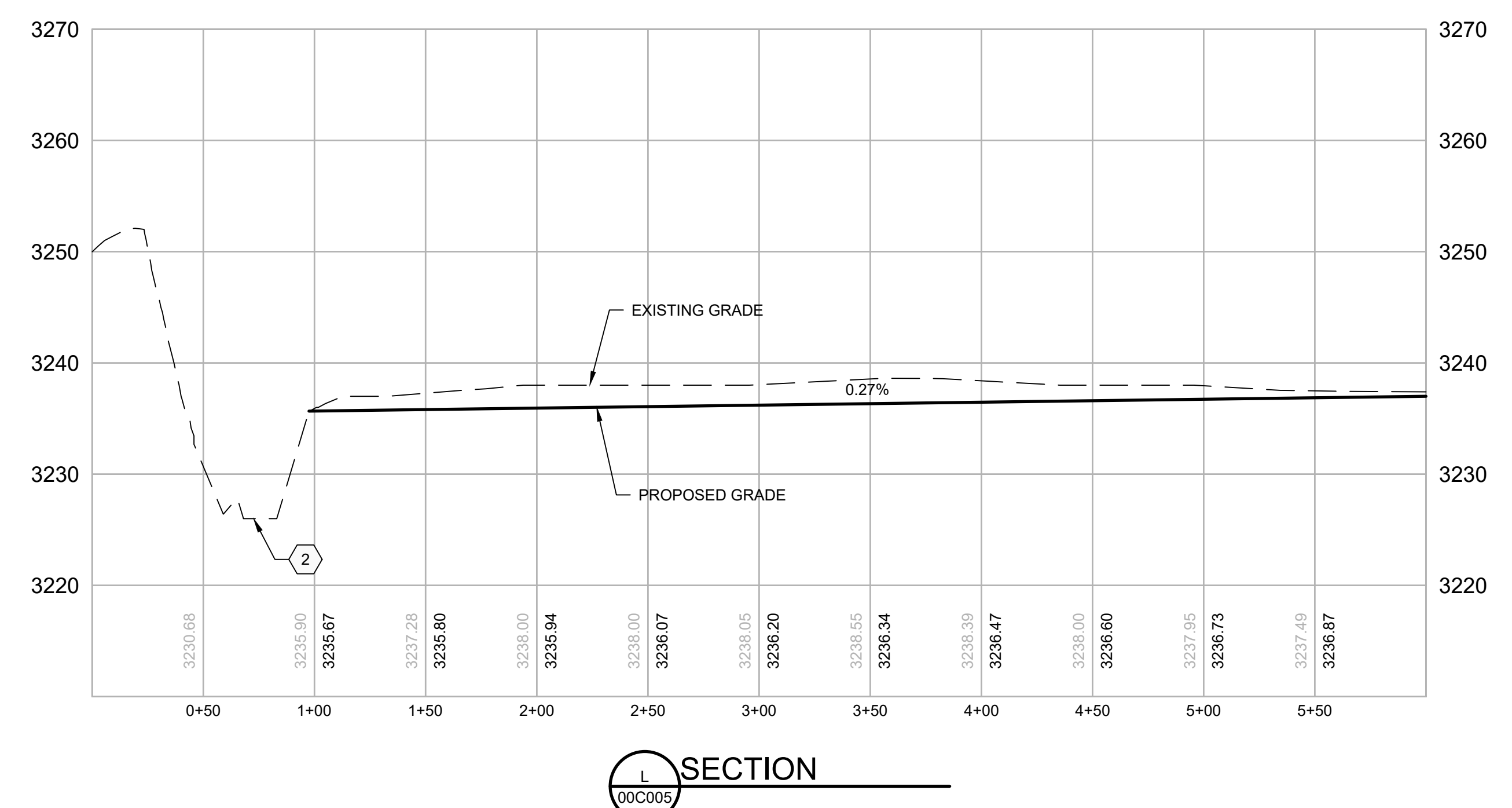
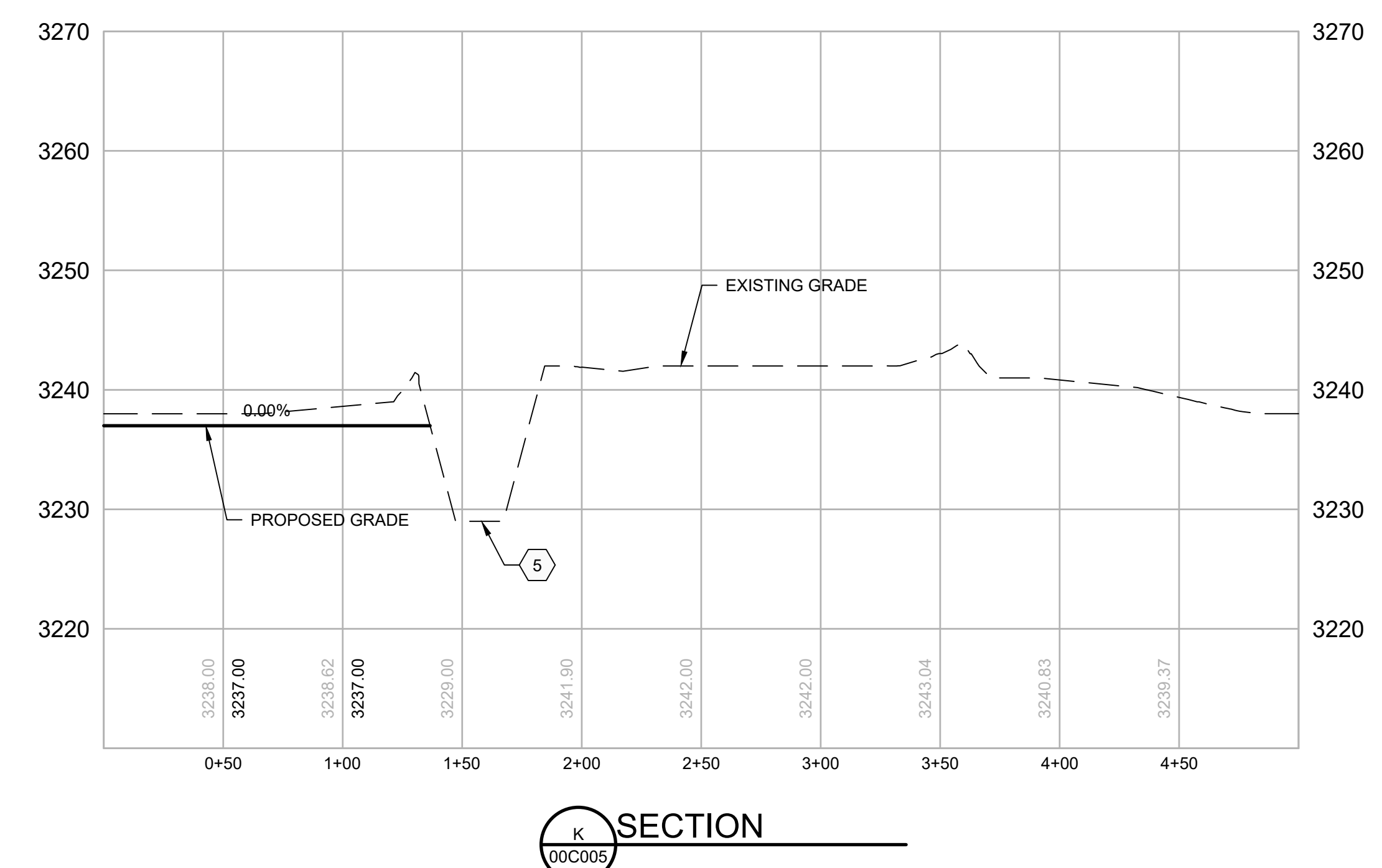
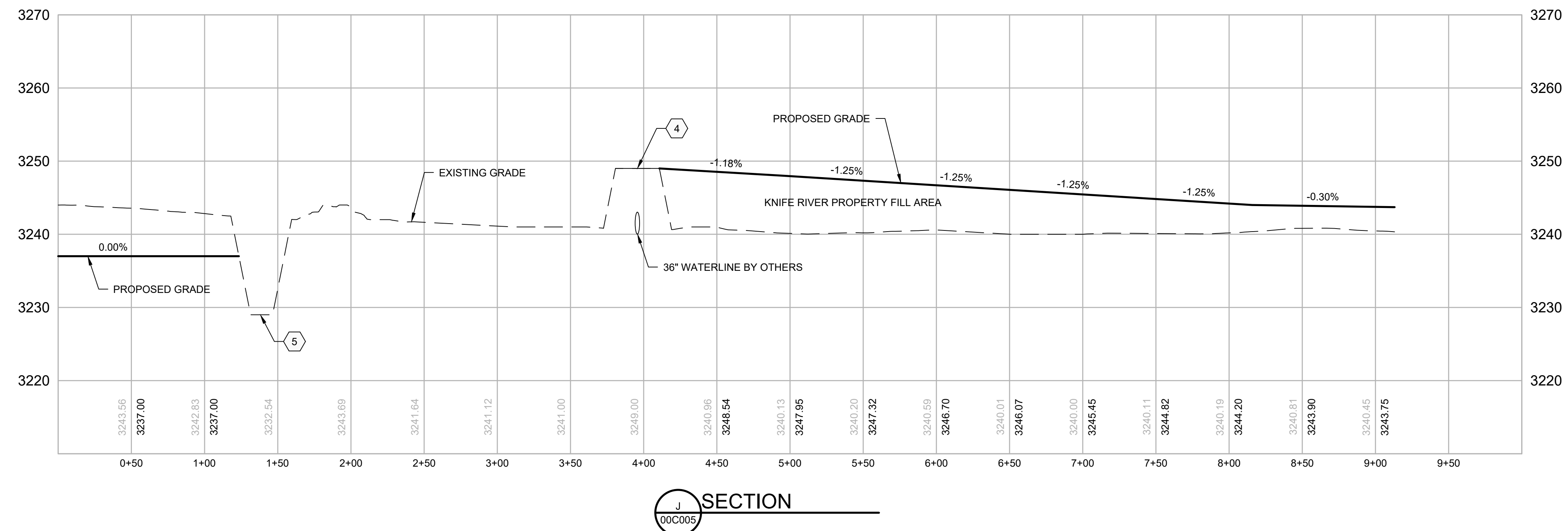


West End Water Facility
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**RESERVOIR
FILL MATERIAL DELIVERY**



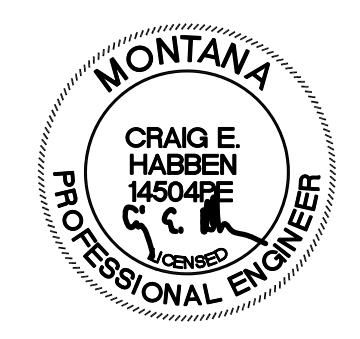
CIVIL
ENLARGED SECTIONS 3
SHEET NAME: 00C013.dwg
SHEET NUMBER: **00C013**

- KEYNOTES:** (X)
1. PROVIDE NOMINALLY 6 INCHES OF CUT.
 2. EXISTING DEWATERING TRENCH.
 3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
 4. TOP OF WATERLINE BERM.
 5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.

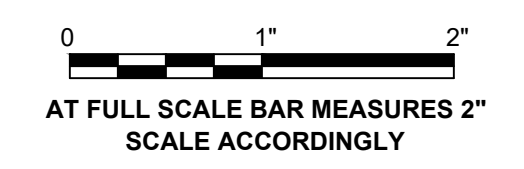


ISSUE	DATE	DESCRIPTION
	MARCH 2025	ISSUE FOR BID

PROJECT MANAGER	C. HABBEN
CIVIL	C. HABBEN
PROJECT NUMBER	10126753



West End Water Facility
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FILL MATERIAL DELIVERY**



CIVIL
ENLARGED SECTIONS 4
SHEET NAME: 00C014.dwg
SHEET NUMBER: **00C014**