



PKBDTG

BID SUBMITTAL PACKAGE

Big Ditch Trail Extension

BID SUBMITTED BY:

Knife River - Billings

THESE DOCUMENTS MUST BE EXECUTED FOR BID

- BID FORM (COMPLETED)
- ADDENDA (ACKNOWLEDGED IN BID FORM IF APPLICABLE)
- 10% BID SECURITY (ENCLOSED)

- Bids submitted via email shall have the **bid bond** scanned and included with the bid. Emailed bids should be sent to bids@billingsmt.gov
- Bids submitted via mail or hand delivered shall have any of the bid securities included. Mailed bids should be sent to City of Billings, PO Box 1178, Billings, MT 59103.



Bid Bond

CONTRACTOR:
(Name, legal status and address)

Knife River - Billings
P.O. Box 80066
Billings, MT 59108

OWNER:
(Name, legal status and address)

City of Billings
PO Box 1178
Billings, MT 59103

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Big Ditch Trail Extension

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 8th day of July, 2025.

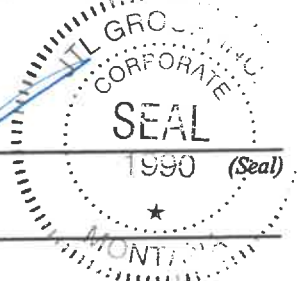
Yamara Clay
(Witness)

Knife River - Billings
(Contractor as Principal)

By: *[Signature]*
(Title) **Vice President**

Liberty Mutual Insurance Company
(Surety)

By: *Haley Pflug*
(Title) **Haley Pflug, Attorney-in-Fact**



Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 8th day of July 2025, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Notary Public





POWER OF ATTORNEY

Certificate No: 8213854 – 190003

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Charles Draper; Kelly Nicole Enghauser; Heather R. Goedel; Erik T. Gunkel; Michelle Halter; Jessica Hecker; Kathryn E. Kade; Nicole Langer; Craig Olmstead; Haley Pflug; Laurie Pflug; Michelle Ward; Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of July, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**SECOND
NATURE**
CONSULTING

From
6/27/25

**BIG DITCH TRAIL EXTENSION
BILLINGS, MONTANA**

**ADDENDUM #1
JUNE 27TH, 2025**

BID DATE: JULY 15, 2025 @ 2:00 PM
BILLINGS CITY CLERK (ALSO FACEBOOK LIVE)
210 N. 27TH STREET
BILLINGS, MT 59101

This addendum forms a part of the contract documents and modifies the original bidding documents dated June 20, 2025. Bids are required to acknowledge receipt of this addendum in the space provided on the Bid Form, Section 00300, Page 1 of 6. Failure to do so may subject a Bidder to disqualification.

This addendum consists of 2 administrative pages and 0 plan sheets and 0 specification sections.

GENERAL NOTES & QUESTIONS:

- GN-1 This is Confirmation that the Pre-bid walk will be on Tuesday July 8th at 10am on site.
- GN-2 CADD files will be made available after the award of the project to the lowest responsive bidder.
- Q-1 Do the straw waddles stay in place or are they for temporary Erosion Control?
Answer: Yes remain for BMP for erosion control during the project construction and removed at the end of the work prior to final completion.
- Q-2 Please confirm the date for substantial completion, which date is correct for the project?
Answer: December 15th, 2025 is the correct date for Substantial completion of the project.

AMENDMENTS TO THE PROJECT MANUAL:

PM-1 NA

AMENDMENTS TO THE DRAWINGS:

NA

END OF ADDENDA #1



Erik J. Sweet, RLA, ASLA Partner
Landscape Architect
M (425)-766-9535
www.secondnature.consulting





**SECOND
NATURE**
CONSULTING

Sum
7/9/25

**BIG DITCH TRAIL EXTENSION
BILLINGS, MONTANA**

**ADDENDUM #2
JULY 9, 2025**

BID DATE: JULY 15, 2025 @ 2:00 PM
BILLINGS CITY CLERK (ALSO FACEBOOK LIVE)
210 N. 27TH STREET
BILLINGS, MT 59101

This addendum forms a part of the contract documents and modifies the original bidding documents dated June 20, 2025. Bids are required to acknowledge receipt of this addendum in the space provided on the Bid Form, Section 00300, Page 1 of 6. Failure to do so may subject a Bidder to disqualification.

This addendum consists of 2 administrative pages and 9 plan sheets and modifications to 6 specification sections.

GENERAL NOTES & QUESTIONS:

GN-1 Section 02.51.00 Asphalt Paving
Asphalt Paving mix confirmed to be City of Billings HMA Trail Mix, as specified.

AMENDMENTS TO THE PROJECT MANUAL:

PM-1 Section 00.30.00 Bid Form
Replace section 5.01 Lump Sum Bid with Base Bid Schedule

PM-2 Section 01.42.50 Wage Rates
Replace Prevailing Wage Rates Section 'Heavy Construction' with 'Highway Construction' wage rates

PM-3 Section 02.40.00 Demolition
Remove paragraph 1.02(D.) Alternate Bid Item 2 in its entirety
Replace paragraph 3.02(A.) with "Fine grade all organics beside the proposed new Big Ditch Trail as shown on plan."

PM-4 Section 02.51.00 Asphalt Paving
In section 1.08 Quality Assurance, paragraph (D.)b., replace reference to Seattle Standard Specifications to Billings Standard Specifications, Section 02510 ASPHALT CONCRETE PAVEMENT.

PM-5 Section 03.30.00 Concrete Paving
Replace whole section in its entirety

PM-6 Section 32.92.19 Seeding/Sod

Remove Paragraph 1.11 Warranty in its entirety

AMENDMENTS TO THE DRAWINGS:

L0.2	Demo Plan
L1.5	Layout Plan
L2.1	Grading Plan
L2.2	Grading Plan
L2.3	Grading Plan
L2.4	Grading Plan
L2.5	Grading Plan
L3.1	Seeding Plan
L4.1	Trail Construction Details

END OF ADDENDA #2

Erik J. Sweet, RLA, ASLA Partner
Landscape Architect
M (425)-766-9535
www.secondnature.consulting





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CONSULTING

Comm 7/11/25

**BIG DITCH TRAIL EXTENSION
BILLINGS, MONTANA**

**ADDENDUM #3
JULY 11, 2025**

BID DATE: JULY 15, 2025 @ 2:00 PM
BILLINGS CITY CLERK (ALSO FACEBOOK LIVE)
210 N. 27TH STREET
BILLINGS, MT 59101

This addendum forms a part of the contract documents and modifies the original bidding documents dated June 20, 2025. Bids are required to acknowledge receipt of this addendum in the space provided on the Bid Form, Section 00300, Page 1 of 6. Failure to do so may subject a Bidder to disqualification.

This addendum consists of 1 administrative pages and 0 plan sheets and modifications to 1 specification sections.

GENERAL NOTES & QUESTIONS:

GN-1 Site Walk Attendance/Sign In Sheet, attached.

AMENDMENTS TO THE PROJECT MANUAL:

PM-1 Section 00.30.00 Bid Form
Note Published Quantities
New Trail = 9,550 SF
City Sidewalk = 100 SF
Potential Re-Seeding Area = 27,000 SF

AMENDMENTS TO THE DRAWINGS:

None

END OF ADDENDA #3

Erik J. Sweet, RLA, ASLA Partner
Landscape Architect
M (425)-766-9535
www.secondnature.consulting

SECTION 00.30.00

BID FORM

PROJECT IDENTIFICATION:

Big Ditch Trail Extension, located along Rimrock West Park, in Billings Montana. This project is an extension of the existing trail that is concrete and this works includes new concrete trail, grading, minor drainage work associated with the existing storm pond outlet where the trail crosses, and restoration of the shoulders of the trail with landscape restoration and seeding.

CONTRACT IDENTIFICATION AND NUMBER:

PKBDTG – Big Ditch Trail Extension

THIS BID SUBMITTED TO:

City of Billings City of Billings City of Billings
bids@billingsmt.gov or P.O. Box 1178 or 210 N 27th Street
Billings, MT 59103 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>
<u>0466 (1)</u>	<u>6/27/25</u>
<u>1410 (2)</u>	<u>7/9/25</u>
<u>1466 (3)</u>	<u>7/11/25</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 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 otherBis 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 Landscape Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Landscape Architect 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, Landscape Architect 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):

BASE BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
101	General Conditions & Mobilization	1	LS	\$ 15,750 ⁻	\$ 15,750 ⁰⁰
102	Taxes, Bonds & Insurance	1	LS	5,500 ⁻	5,500 ⁰⁰
103	Formed & Placed Concrete, including base, reinforcing & grading (new trail + city sidewalk)	9,650	SF	8 ⁵⁰	82,025 ⁰⁰
104	ADA Concrete Ramp	1	LS	950 ⁻	950 ⁰⁰
105	Restoration – Fine Grading & Seeding	27,000	SF	0 ⁰⁵	1,350 ⁰⁰

BASE BID ONE HUNDRED FIVE THOUSAND FIVE HUNDRED
 (Words)
SEVENTY-FIVE AND 00/100 DOLLARS \$ 105,575⁰⁰
 (Figures)

ALTERNATIVE BID 1 SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
201	General Conditions & Mobilization	1	LS	\$ 12,500 ⁻	\$ 12,500 ⁰⁰
202	Taxes, Bonds & Insurance	1	LS	5,500 ⁻	5,500 ⁰⁰
203	Formed & Placed Concrete, including base, reinforcing & Grading (city sidewalk)	100	SF	10 ⁻	1,000 ⁰⁰
204	ADA Concrete Ramp	1	LS	950 ⁻	950 ⁰⁰
205	Restoration – Fine Grading & Seeding	27,000	SF	0 ⁰⁵	1,350 ⁰⁰
206	HMA Billings Trail Mix	9,550	SF	6 ⁵⁰	62,075 ⁰⁰

ALTERNATIVE BID 1 EIGHTY THREE THOUSAND THREE HUNDRED
 (Words)
SEVENTY-FIVE AND 00/100 DOLLARS \$ 83,375⁰⁰
 (Figures)

A. The undersigned agrees that the lowest responsible bidder will be recommended for award.

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.

B. AGENCY required certifications. (Refer to Special Provisions, for AGENCY certifications and requirements.)

C. Any requirements per Special Provisions, including: (1) tabulation of Subcontractors, Suppliers, and others; (2) individuals and entities required to be identified in this Bid; (3) required Bidder qualifications statement with supporting data; and,

D. List other documents as pertinent.

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 JULY 15th 2025
(Date)

Montana Contractor's Registration # (if any) 10089

Montana Contractor's Gross Receipts Account # 4031657003 CGR

(Example: XXXXXX-XXX-CGR)

Employer's Tax ID No. 81-0465363

If BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Corporation: Knife River - Billings
(Corporation Name)

State of Incorporation: MONTANA

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: _____
(Signature of person authorized to sign)

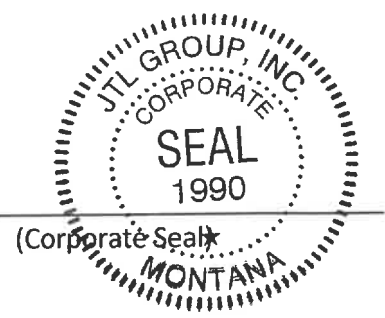
Title: Vice President

Attest: _____
(Signature)

Business Address: PO Box 80066
Billings MT 59108

Phone No.: (406) 651-2500 FAX No: (406) 655-2009

Date of Qualification To Do Business Is: 1990



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