

SECTION 1.6
BID PROPOSAL

2026 TAXILANE CONSTRUCTION

for

City of Billings, Billings, Montana
BILLINGS LOGAN INTERNATIONAL AIRPORT

March 2026

- Completed Bid Form with unit prices in Words and Figures
- 10% Bid Security Enclosed
- Completed Equal Opportunity Certification
- Completed Tax Delinquency and Felony Conviction Certification
- Completed Bidder's List
- Evidence of Competency & Evidence of Financial Responsibility
- Completed Buy American Certification
- Bid Proposal Signed/Dated
- Contractor's Registration Number Provided
- Addendums Acknowledged

Name of Bidder Knife River - Billings

Address PO Box 80066 Billings, MT 59108

Telephone No. 406-651-2500

Project No. 2447.150.27 -040-0213

Blank Page

**BID PROPOSAL
BILLINGS LOGAN INTERNATIONAL AIRPORT
2026 TAXILANE CONSTRUCTION**

To the City of Billings, Montana
(Hereinafter called "Owner")

The undersigned bidder, having examined the plans, specifications and other proposed Contract Documents, the extent, character and location of the proposed work, the nature and type of the excavation to be done, the condition and arrangement of existing structures affecting or affected by the proposed work, and being cognizant of the location and condition of existing roadways giving access to the sites of the work, and the topography of the site of the work, and its effect on drainage and surface runoff which might affect the work, hereby proposes to furnish all materials, tools, labor and equipment for the completion of the approximate quantities of work listed below and all of the work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana.

Schedule 1 – Taxilane Construction

And all specified work appurtenant thereto in connection with this project for the City of Billings, Billings, Montana, in accordance with plans, specifications and other contract documents on file at the Office of the Director of Aviation and Transit, Billings Logan International Airport, Billings, Montana, for the unit prices quoted on the bid sheet(s) included herein.

**SCHEDULE 1
2026 TAXILANE CONSTRUCTION**

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
101	C-100	Contractor Quality Control Program Thirteen thousand and 00/100 (Unit Price Written in Words)	1	LS	<u>13,000.00</u>	<u>13,000.00</u>
				Dollars per LS		
102	C-102	Dust Control Emulsion seven hundred and 00/100 (Unit Price Written in Words)	1.5	Acre	<u>700.00</u>	<u>1,050.00</u>
				Dollars per Acre		
103	C-102	Straw Wattle four and 00/100 (Unit Price Written in Words)	275	LF	<u>4.00</u>	<u>1,100.00</u>
				Dollars per LF		
104	C-105	Mobilization sixty one thousand and 00/100 (Unit Price Written in Words)	1	LS	<u>61,000.00</u>	<u>61,000.00</u>
				Dollars per LS		
105	C-105	Traffic Control Three thousand and 00/100 (Unit Price Written in Words)	1	LS	<u>3,000.00</u>	<u>3,000.00</u>
				Dollars per LS		
106	C-105	Signatory Authority Person one hundred fifty and 00/100 (Unit Price Written in Words)	2	EA	<u>150.00</u>	<u>300.00</u>
				Dollars per EA		
107	C-105	Security Badge AOA - Employee Two hundred thirty and 00/100 (Unit Price Written in Words)	35	EA	<u>230.00</u>	<u>8,050.00</u>
				Dollars per EA		
108	C-105	Security Guard with Vehicle Forty eight and 00/100 (Unit Price Written in Words)	638	HR	<u>48.00</u>	<u>30,624.00</u>
				Dollars per HR		
109	P-101	Pavement Removal, Asphalt Twenty seven and 00/100 (Unit Price Written in Words)	526	CY	<u>27.00</u>	<u>14,202.00</u>
				Dollars per CY		
110	P-101	Pavement Removal, Millings Nine and 00/100 (Unit Price Written in Words)	1,675	CY	<u>9.00</u>	<u>15,075.00</u>
				Dollars per CY		

**SCHEDULE 1
2026 TAXILANE CONSTRUCTION**

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
111	P-101	Saw Cut Asphalt Pavement <u>Three and 00/100</u> (Unit Price Written in Words)	1,078	LF	<u>3.00</u>	<u>3,234.00</u>
				Dollars per LF		
112	P-101	Chain-Link Fence Removal <u>Seven and 00/100</u> (Unit Price Written in Words)	645	LF	<u>7.00</u>	<u>4,515.00</u>
				Dollars per LF		
113	P-152	Unclassified Excavation <u>Ten and 00/100</u> (Unit Price Written in Words)	6,107	CY	<u>10.00</u>	<u>61,070.00</u>
				Dollars per CY		
114	P-152	Exploratory Excavation <u>Two hundred seventy and 00/100</u> (Unit Price Written in Words)	5	HR	<u>270.00</u>	<u>1,350.00</u>
				Dollars per HR		
115	P-154	3-inch Subbase Course <u>Thirty five and 00/100</u> (Unit Price Written in Words)	4,828	CY	<u>35.00</u>	<u>168,980.00</u>
				Dollars per CY		
116	P-208	1 ½-inch Crushed Aggregate Base Course <u>Fifty one and 00/100</u> (Unit Price Written in Words)	2,414	CY	<u>51.00</u>	<u>123,114.00</u>
				Dollars per CY		
117	P-401	Asphalt Surface Course <u>One hundred and 00/100</u> (Unit Price Written in Words)	2,500	TN	<u>100.00</u>	<u>250,000.00</u>
				Dollars per TN		
118	P-401	Asphalt Surface Course Binder (PG 64-28) <u>One hundred and 00/100</u> (Unit Price Written in Words)	150	TN	<u>100.00</u>	<u>15,000.00</u>
				Dollars per TN		
119	P-603	Emulsified Asphalt Tack Coat (CSS-1h) <u>Eight hundred and 00/100</u> (Unit Price Written in Words)	2.4	TN	<u>800.00</u>	<u>1,920.00</u>
				Dollars per TN		

**SCHEDULE 1
2026 TAXILANE CONSTRUCTION**

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
120	P-620	Pavement Markings – Yellow and White (Waterborne), 1 st Application with Glass Beads	798	SF	<u>3.00</u>	<u>2,394.00</u>
		<u>Three and 00/100</u> (Unit Price Written in Words)		Dollars per SF		
121	P-620	Pavement Markings – Yellow and White (Waterborne), 2 nd Application with Glass Beads	798	SF	<u>3.00</u>	<u>2,394.00</u>
		<u>Three and 00/100</u> (Unit Price Written in Words)		Dollars per SF		
122	F-162	Chain-Link Security Fence	1,075	LF	<u>35.00</u>	<u>37,625.00</u>
		<u>Thirty five and 00/100</u> (Unit Price Written in Words)		Dollars per LF		
123	F-162	30-Foot 2 Panel Swing Gate	1	EA	<u>3,000.00</u>	<u>3,000.00</u>
		<u>Three thousand and 00/100</u> (Unit Price Written in Words)		Dollars per EA		
124	D-701	4-inch SDR 35 PVC Storm Drain Pipe with Connections	66	LF	<u>110.00</u>	<u>7,260.00</u>
		<u>One hundred ten and 00/100</u> (Unit Price Written in Words)		Dollars per LF		
125	D-701	12-inch SDR 35 PVC Storm Drain Pipe	271	LF	<u>66.00</u>	<u>17,886.00</u>
		<u>Sixty Six and 00/100</u> (Unit Price Written in Words)		Dollars per LF		
126	D-701	12-inch RCP Class V Storm Drain Pipe with FETS	185	LF	<u>100.00</u>	<u>18,500.00</u>
		<u>One hundred and 00/100</u> (Unit Price Written in Words)		Dollars per LF		
127	D-701	18-inch RCP Class IV Storm Drain Pipe with FETS	681	LF	<u>100.00</u>	<u>68,100.00</u>
		<u>one hundred and 00/100</u> (Unit Price Written in Words)		Dollars per LF		

**SCHEDULE 1
2026 TAXILANE CONSTRUCTION**

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
128	D-705	4-inch SDR 35 PVC Perforated Pipe with Connections	344	LF	<u>21.00</u>	<u>7,224.00</u>
		<u>Twenty one and 00/100</u> (Unit Price Written in Words)		Dollars per LF		
129	D-751	48-inch RCP Storm Drain Manhole	1	EA	<u>6,000.00</u>	<u>6,000.00</u>
		<u>Six thousand and 00/100</u> (Unit Price Written in Words)		Dollars per EA		
130	T-901	Seeding (Drill)	1.5	Acre	<u>550.00</u>	<u>825.00</u>
		<u>Five Hundred fifty and 00/100</u> (Unit Price Written in Words)		Dollars per Acre		
131	T-905	Topsoil (Obtained On-site)	401	CY	<u>4.00</u>	<u>1,604.00</u>
		<u>Four and 00/100</u> (Unit Price Written in Words)		Dollars per CY		
132	T-908	Hydro-Mulch	1.5	Acre	<u>2,600.00</u>	<u>3,900.00</u>
		<u>Two thousand six hundred and 00/100</u> (Unit Price Written in Words)		Dollars per Acre		
133	01025	MDT Class I Riprap	141	SY	<u>75.00</u>	<u>10,575.00</u>
		<u>Seventy five and 00/100</u> (Unit Price Written in Words)		Dollars per SY		
134	01025	Utility Crossing	3	EA	<u>650.00</u>	<u>1,950.00</u>
		<u>Six hundred fifty and 00/100</u> (Unit Price Written in Words)		Dollars per EA		
135	01025	Trench Restoration in Asphalt	64	LF	<u>100.00</u>	<u>6,400.00</u>
		<u>One hundred and 00/100</u> (Unit Price Written in Words)		Dollars per LF		
136	DWG	Compacted Asphalt Millings, 8-inch Thick	52	CY	<u>45.00</u>	<u>2,340.00</u>
		<u>Forty five and 00/100</u> (Unit Price Written in Words)		Dollars per CY		

**SCHEDULE 1
2026 TAXILANE CONSTRUCTION**

Bid Item No.	Spec. No.	Description	Qty.	Units	Unit Price	Total Price
137		Omitted			_____	_____
		_____ Dollars per (Unit Price Written in Words)				
138		Omitted			_____	_____
		_____ Dollars per (Unit Price Written in Words)				
TOTAL SCHEDULE 1					\$ 974,561.00	

Nine hundred seventy four thousand five hundred sixty one and 00/100 **Dollars**
(Total Schedule 1 Cost Written in Words)

period of completion is extended otherwise by the Contract Documents.

LIQUIDATED DAMAGES AND DAMAGES FOR ADDITIONAL ENGINEERING SERVICES: The Owner shall be entitled to liquidated damages paid by the Bidder, as specified in the Special Provisions.

In addition, the Owner shall be entitled to be paid by the Bidder for actual damages and additional engineering services, as specified in the Special Provisions, during any contract time overrun; for unscheduled employment of the Engineer necessitated by the Contractor working overtime, Sundays or holidays; and for furnishing materials or equipment not in conformance with the Contract Documents, necessitating redesign by the Engineer. Liquidated damages, actual damages and damages for additional engineering services shall be paid by deduction from monthly progress payments and the final payment.

INSURANCE REQUIREMENT: By submitting a bid, the bidder certifies that he/she has reviewed the insurance requirements of the **Special Provisions** and agrees to provide the insurance coverage required under the **Special Provisions** if awarded the contract.

BUY AMERICAN REQUIREMENT: The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws¹, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS: The bidder must complete the following two certification statements. Refer to **Section 1.8 Federal Contract Provision - A21. Tax Delinquency and Felony Convictions**. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark "X" in the space following the applicable response. The bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is /___/ is not / X / a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that **it is** /___/ **is not** /X/ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If the Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

OPEN BIDDING: In order to comply with Executive Order 12818, nothing herein shall:

- A. In order to comply with Executive Order 12828, nothing herein shall:

1. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
3. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
 - a. become members or affiliated with a labor organization; or
 - b. pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.
4. No contractor or subcontractor under a Federal contract shall require, as a condition of any subcontract relating to a Government construction contract, that the party with which it contracts impose or enforce any of the elements specified in paragraph A1. through A3. above in performing its subcontract. This section does not prohibit a contractor or subcontractor from voluntarily entering into an otherwise lawful agreement with a labor organization regarding its own employees.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION COMMITMENT: The **Billings Logan International Airport** has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. To complete the work included in this contract, the **Billings Logan International Airport** anticipates that it will receive Federal financial assistance from DOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

Policy: It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Bidder's List: The Owner is required to create a bidders list, consisting of information about **all DBE firms and non-DBE firms (contractors, subcontractors, suppliers, etc.) that bid or quote on DOT-assisted contracts**. The bidder shall **submit with his bid** the name, address, DBE/Non-DBE Status, age, and annual gross receipts, for each firm submitting a bid or quote. A range of annual gross receipts of the firm shall be reported, rather than an exact amount, as noted below. **A bidder who fails to provide complete Bidder's List information with his/her bid may be considered non-responsive and his/her bid may be rejected.**

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below.

<u>Firm Name</u>	<u>Address</u>	<u>Certified DBE</u> (Y or N)	<u>Age of Firm</u>	<u>GRS*</u>	<u>Type of Work and/or Supplies</u>
Highmark	Billings, MT	N	15	5	Stripe
Sundown Security	Billings, MT	N	43	2	Gate Guard
Hample Excavation	Billings, MT	N	64	1	Underground
JCT	Ballentine, MT	Y	35	1	Seeding
COP Construction	Billings, MT	N	79	5	Underground
Montana Fence	Billings, MT	N	60	3	Fence
Jares Fence	Billings, MT	N	47	2	Fence
Earth Movers Exc	Billings, MT	N	17	3	Underground

*GRS – Annual Gross Receipts
 Enter 1 for less than \$1 million
 Enter 2 for more than \$1 million, less than \$5 million
 Enter 3 for more than \$5 million, less than \$10 million
 Enter 4 for more than \$10 million, less than \$15 million
 Enter 5 for more than \$15 million.

Upon completion of the project, the Bidder agrees to complete the "**Affidavit of Amounts Paid DBE Participants**" (located in Forms Appendix) indicating actual DBE firms used, a description of utilization, and the amount paid each DBE firm.

The bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he/she has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that he/she has not sought by collusion or otherwise to obtain for himself/herself any advantage over any other bidder or over the **Billings Logan International Airport**.

EVIDENCE OF COMPETENCY

The Contractor shall submit Evidence of Competency in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid.**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Competency. If separate Evidence of Competency is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.

Related Work Similar to This Project: In the table below, list projects the bidder has worked on that are similar in nature and magnitude to the project being bid.*

<u>Year</u>	<u>Project Description</u>	<u>\$ Amount of Project</u>
* See attached page		

List of Major Equipment Available for this Project: In the table below, list the major equipment that is available for work on the project.*

* See attached page	

List of Key Personnel Available for Work: In the table below, list key personnel who are available for the work such as project managers, project superintendents, and foremen.*

<u>Name</u>	<u>Title</u>
* See attached page	

*Attach separate sheets as necessary to provide complete information.

We have submitted separate evidence of competency meeting Section 20-02.

The Contractor hereby certifies that it has the required experience, equipment, and personnel available and capable of performing the work proposed on this project.

EVIDENCE OF FINANCIAL RESPONSIBILITY

The contractor shall submit Evidence of Financial Responsibility in accordance with General Provisions, Section 20-02. The form below satisfies this requirement. **Failure to submit this information will result in rejection of the bid. The “BID BOND” attached to the bid proposal will satisfy the required “Evidence of Financial Responsibility”.**

This form is a guideline, and the Contractor is free to submit separate information detailing their Evidence of Financial Responsibility. If separate Evidence of Financial Responsibility is submitted with this bid package, and is in accordance with General Provisions, Section 20-02, please state such at the bottom of this form.*

1. Contractor Financial assets for previous calendar year or fiscal year: * Bid Bond Attached
\$ _____

2. Contractor Financial Liabilities for previous calendar year or fiscal year:
\$ _____

3. The Contractor shall check the appropriate box below that best describes the current financial condition at the time the bid is submitted.
- At the time this bid is submitted, the financial responsibility of the Contractor is approximately the same as the information provided above.
 - At the time this bid is submitted, the true financial responsibility of the Contractor is substantially changed from the previous year. Explain below:

The Contractor hereby certifies that it has the required financial responsibility to construct the work proposed on this project.

We have submitted separate evidence of Financial Responsibility, and is included with the Bid Proposal.

Buy America Certification
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	2026 Taxilane Construction
AIRPORT NAME:	Billings Logan International Airport
AIP NUMBER:	3-30-0008-089-2026

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- Only installing iron, steel and manufactured products produced in the United States;
 - Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - Certify that all construction materials used in the project are manufactured in the U.S
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under

49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Waiver Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;

- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

PROPOSAL SIGNATURE

DATED AT Billings, MT this 03 day of March, 2026.
(City) (State)

Firm Name Knife River - Billings

IRS E.I. Number 81-0465363

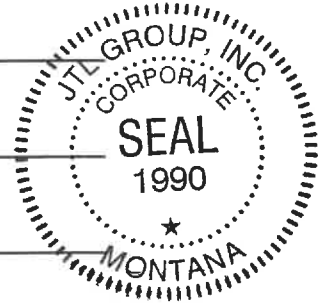
By *Mack Long VP/IGM*
(Signature)

By Mack Long
(Name Printed)

Title Vice President

Address PO Box 80066 (4014 Hesper Road)

Billings, MT 59108 (59106)



MONTANA CONTRACTOR'S REGISTRATION NUMBER 10089

CONTRACTOR'S UEI NUMBER CJJ1NTFKM259

The Bidder acknowledges receipt of the following addenda:

Addendum No.:	Date of Issuance:
_____	_____
_____	_____
_____	_____
_____	_____

Blank Page



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)
2026 TAXILANE CONSTRUCTION, AIP 3-30-0008-089-2026

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 17th day of February, 2026.

(Witness)

Knife River - Billings
(Contractor as Principal)

By: Nakotha Long
(Title) Vice Pres / Gen Mgr

R. J. B...
(Witness)

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 17th day of February 2026, 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: **8214569 - 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, Craig Olmstead, Erik T. Gunkel, Haley Pflug, Heather R. Goedel, Jessica Hecker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Michelle Halter, 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 6th day of August, 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 6th day of August, 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 17th day of February, 2026.



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.

Evidence of Competency – Knife River - Billings

Projects:

1. 2019 – BLIA - Commercial Apron Construction	\$3,082,000
2. 2020 – Roundup Airfield	\$4,700,000
3. 2021 – MDT – Main Street	\$7,750,000
4. 2021 – WO 20-12 City of Billings S32nd	\$4,062,000
5. 2022 – WO 22-03 City Overlay	\$1,040,000
6. 2022 – Northwestern Energy – Rimrock Substation	\$1,975,000
7. 2022 – BLIA – West Taxilane	\$ 774,000
8. 2023 – BLIA – Commercial Ramp	\$2,823,500
9. 2024 – MDT – Mossmain	\$20,563,000
10. 2024 – MDT – Rimrock and 62 nd	\$5,120,000
11. 2024 – BLIA – Cargo Ramp Slot 5	\$4,540,000

Equipment (Grading/Paving/Concrete):

1. Excavators – Multiple/Fleet Cat 330 and 320
2. Front end loaders – Multiple/Fleet Cat 950 and larger
3. Graders – Multiple/Fleet Cat 14, John Deere 872 and 772
4. Scrapers – Multiple/Fleet Cat 627 (not to be used on this project)
5. Rollers – Multiple/Fleet Cat Single drum sheepsfoot and smooth drum
6. Concrete Place: Forms, screeds, trucks, small equipment
7. Cat AP1055 Paver (2)
8. Cat AP655 Paver
9. Volvo DD140F Vib Roller (2)
10. Volvo DD120B Vib Roller
11. Bomag BW138AC-5 Roller
12. International 4700 Truck W/ Etnyre Asphalt Distributor
13. Volvo VHD 64BT Water Truck
14. Cat 262D Skid Steer
15. Bomag 6.5' Roto-Mill Machine
16. Trucks – Fleet: End Dump, Belly Dump, Side Dump, Ready-Mix Concrete trucks

Personnel:

1. Mack Long – General Manager
2. Van Hildreth – Project Manager/Estimator
3. Todd McKeever – Operations Manager
4. Roddo Bakich – Grading Superintendent (Project Superintendent)
5. Chad Devries - Asphalt Superintendent