



## Public Works Service Operations

**DATE:** May 28, 2024

**FROM:** Steven Salwei, Director Public Works Services

**ITEM:** Fire Station 2 Generator Replacement Bid Award

**REQUEST:**

Permission to award the bid for design and construction administration services for the Fire Station 2 Generator Replacement project to Apex Engineering Group, Inc.

**BACKGROUND INFORMATION:**

Written proposals from qualified consultants were received on Friday, March 8, 2024. We are requesting to award Apex Engineering Group, Inc. for the design and construction administration services for Fire Station 2 Generator Replacement in the amount of \$12,600. The letter of agreement, consultant ranking, and Request for Qualifications are attached.

**RECOMMENDED CITY COMMISSION ACTION:**

Approve bid award to Apex Engineering Group, Inc. in the amount of \$12,600 for the Fire Station 2 Generator Replacement project.

**STAFF CONTACT INFORMATION:**

**ATTACHMENTS:**

1. Fire Station No. 2 Generator Replacement - Agreement Letter
2. Consultant Ranking Fire Station 2 - Generator Replacement
3. Fire Station 2 Generator Replacement RFQ

April 16, 2024

Mr. Bruce Schirado  
Facility Manager  
City of Bismarck  
PO Box 5503  
Bismarck ND 58506-5503

**Re: Fire Station No. 2 – Generator Replacement  
City of Bismarck  
Bismarck, North Dakota  
Apex Project No. 24.118.0033**

Dear Mr. Schirado:

We have reviewed the information shared by you along with the original electrical drawings dated August 1973. Our understanding is that the project will consist of removal of the existing natural gas generator and associated switchgear, installation of a new diesel unit (sized to handle the entire facility), a new closed transition automatic transfer switch, a new maintenance switch, and an alternate bid to replacement of the existing main distribution panel. Apex Engineering will coordinate the required electrical interconnections and relaying with Montana Dakota Utilities (MDU).

We would like to offer our design and construction administration services to you based on the following lump sum amounts.

• Development of CAD files from scanned originals	\$1,600.00.
• Design Services (base plus alternate)	\$8,000.00.
• Construction Services Base Bid Only	\$2,500.00.
• <u>Construction Services Alternate Bid Only</u>	<u>\$500.00.</u>
Total Design and Construction Fee	\$12,600.00

Included in the design would be full plans and technical specifications based on the existing drawings, physical walk through of the existing site, potential equipment suppliers, meetings with the City staff. Construction services would include attending construction meetings, preparation of field orders, answering contractor's questions, reviewing of shop drawings, and final punch list.

If you have any questions regarding this opinion of cost and fee proposal, please feel free to call me at 701-323-3961.

Sincerely,



John M. Klein, PE  
Apex Engineering Group, Inc.

Cc: File

If you agree to the information presented in this Letter of Agreement and the Scope of Services, and General Terms & Conditions we would appreciate your signed response. The above agreement is subject to our attached General Terms and Conditions, and 2024 Standard Hourly Rates (Attached).

Proposed by (Apex Engineering Group):

Date:

Mike Berg  
Mike Berg, PE  
Principal / Vice President  
Apex Engineering Group, Inc.

4/17/24

Accepted by (Client/Owner):

Date:

\_\_\_\_\_  
Client/Owner Representative  
Michael T. Schmitz, President  
Board of City Commissioners

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Jason Tomanek                      Date  
City Administrator

## General Provisions of Engineering Agreement

### ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Apex Engineering Group, Inc., a North Dakota Corporation, hereinafter referred to as APEX, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages APEX to provide professional services for a "Project" which may include certain Design Engineering, Planning, Study, Surveying, and/or Construction Observation and Construction Administration services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) APEX's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

### ARTICLE 2. STANDARD OF CARE

APEX agrees that the Services provided pursuant to this Agreement shall be provided with that degree of knowledge, skill and judgment ordinarily possessed by members of the profession and shall be performed faithfully and diligently in a manner a reasonably prudent Engineer would ordinarily exercise under similar circumstances at the same time and in the same locality. APEX further warrants that the Services shall be provided in a manner consistent with the standard of care applicable to those who specialize in providing Services for projects of the type, scope, and complexity provided for under this Agreement. APEX makes no warranties, express or implied, under this Agreement or otherwise, in connection with APEX's services. Subject to the foregoing standard of care, APEX and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

### ARTICLE 3. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in APEX's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

### ARTICLE 4. COMPENSATION TO APEX

A. Compensation to APEX for services shall be as designated in the Engagement Letter or in an attached Exhibit. The CLIENT shall make monthly payments to APEX within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies APEX in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. In addition, APEX may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until APEX has been paid in full or all amounts then due for services, expenses and charges not in dispute.

### ARTICLE 5. ADDITIONAL SERVICES

If APEX is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes Additional Services, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, APEX shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to the scope of Additional Services Payment for additional services shall be described in a Contract Amendment which will be executed by the CLIENT and APEX.

### ARTICLE 6. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

CLIENT has the right to terminate this Agreement upon seven days written notice for convenience. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to APEX.

In the event of a termination or reduction in scope of the project work, APEX shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of termination contracts with APEX's sub-consultants, costs of producing copies of file materials and other related close-out costs.



APEX has the right to terminate the Agreement upon seven days written notice for breach of any material condition, nonpayment of fees, inability to reach agreement on additional services, changes in parties or substantially changed conditions.

#### **ARTICLE 7. OWNERSHIP AND REUSE OF DOCUMENTS**

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or other work product prepared by APEX pursuant to this Agreement are Instruments of Service and APEX and CLIENT retain ownership interests in said Instruments of Service, including copyrights and right of reuse, whether or not the project is completed. CLIENT'S license to use the documents is granted only when APEX is paid in full for services duly rendered. Any use or reuse or any modification of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by APEX will be at the CLIENTS's risk and full legal responsibility. In this regard, the CLIENT shall indemnify and hold harmless APEX and its employees and officers from any and all suits or claims arising out of such use or reuse which is not specifically verified, adapted, or authorized by APEX. Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by APEX's Professional Engineer(s) or Land Surveyor (s).

#### **ARTICLE 8. USE OF ELECTRONIC MEDIA**

Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the users' sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of data stored on electronic media can deteriorate or be modified inadvertently, obsolescence of the computer hardware and/or software systems or other causes outside of APEX's control. The party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred.

If requested, at the time of completion or termination of the work, APEX shall make available to the CLIENT, at CLIENT's expense, copies of the Instruments of Service upon (1) payments of amounts due and owing for work performed and expenses incurred under this Agreement, and (2) fulfillment of the CLIENT's obligation under this Agreement.

#### **ARTICLE 9. CLIENT'S RESPONSIBILITIES**

A. To permit APEX to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to APEX.

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to APEX's services
3. Furnish, as required for performance of APEX's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geo-hydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for APEX to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Give prompt written notice to APEX whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of APEX's services or any defect in the work of Construction Contractor(s), sub-consultants or APEX.
7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or APEX may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.



8. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
9. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by APEX as set forth herein.
10. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
11. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. APEX shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If APEX finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, APEX shall promptly notify the CLIENT.

**ARTICLE 10. OPINIONS OF COST**

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analysis of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of APEX's experience and qualifications and represent APEX's judgment as an experienced and qualified design professional. It is recognized that Apex does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices. Accordingly, APEX does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by APEX to CLIENT hereunder.

**ARTICLE 11. CONSTRUCTION PHASE SERVICES**

A. CLIENT acknowledges that it is customary for the Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to APEX's detecting in advance of performance of affected work inconsistencies of irregularities in such documentation. Nothing contained in this paragraph shall be construed to release APEX (or Apex's professional associates or consultants) from liability for failure to perform

in accordance with professional standards any duty or responsibility which Apex has undertaken or assumed under this Agreement.

B. APEX shall not at any time supervise, direct, control or have authority over any Constructor or Contractor's work, nor shall APEX have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work.

**C. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES.**

Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in attached scope of services document. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the scope of services document.

**ARTICLE 12. INSURANCE**

APEX shall procure and maintain insurance coverage for protection from claims against it under Workers' Compensation, claims for General Liability and from claims against it for Automobile Liability. APEX will provide certificates of insurance coverage to CLIENT upon request.

APEX shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission in the amount of \$2,000,000 per claim and \$3,000,000 per aggregate. Proceeds of such insurance claims shall be limited to the amount of actual liability attributed to APEX only, and shall not include liability of any other entity.

APEX will maintain Insurance Coverage in the following amounts:

Worker's Compensation	Statutory	
General Liability	\$2,000,000	Each Occurrence
Automobile Liability	\$1,000,000	Each Accident
Professional Liability	\$2,000,000	Each Claim



If the CLIENT requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the CLIENT.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 13. ASSIGNMENT**

This Agreement shall not be assigned, sublet or transferred without the written consent of APEX and the CLIENT. Neither APEX nor CLIENT shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

#### **ARTICLE 14. CONTROLLING LAW**

This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located unless otherwise designated and agreed upon by both Parties.

#### **ARTICLE 15. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and APEX.

#### **ARTICLE 16. MUTUAL INDEMNITY**

APEX and the CLIENT shall indemnify and hold harmless each other and their respective officers, directors, members, partners, agents, consultants and employees from damages arising out of the Services, provided that such damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Services itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the other party or their respective officers, directors, members, partners, agents, consultants or employees.

Each party's liability hereunder shall be limited to the total amount of the coverage specified in APEX's insurance coverage required under this Agreement. APEX and the CLIENT shall not be liable to the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, or resulting from, or in any way related to the Services and each parties respective performance of their obligations there under.

#### **ARTICLE 17. CONFLICT RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and APEX agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### **ARTICLE 18. CONFIDENTIALITY**

APEX agrees to keep confidential and not to disclose to any person or entity, other than APEX's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information furnished to APEX and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict APEX from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for APEX to complete services under the Agreement or defend itself from any suit or claim.

#### **ARTICLE 19. UNDERGROUND UTILITIES**

If authorized in the Engagement Letter, APEX and/or its authorized sub consultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by APEX or its sub-consultant will be performed in a manner consistent with the ordinary standard of care.

#### **ARTICLE 20. PRESENCE OF HAZARDOUS ENVIRONMENTAL CONDITIONS**

The parties acknowledge that APEX's Services do not include any services related to unknown or undisclosed Constituents of Concern. If APEX or any other party encounters, uncovers, or reveals an unknown Constituent of Concern, then APEX may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

*Constituent of Concern is defined as:* Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.



**ARTICLE 21. CLIENT’S ACCEPTANCE BY PURCHASE ORDER**

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize APEX to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT’s purchase order, the terms and conditions of the Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by APEX. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether APEX executes the purchase order in acceptance of the work.





Water | Transportation | Municipal | Facilities

# 2024 Rate Schedule

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$226
Senior Engineer	\$208
Lead Engineer	\$195
Design Engineer II	\$181
Design Engineer	\$168
Project Engineer	\$150
Graduate Engineer	\$137
Senior Environmental Engineer	\$221
Lead Environmental Engineer	\$200
Environmental Engineer	\$184
Graduate Environmental Engineer	\$147
Survey Manager	\$185
Sr. Survey Crew Chief	\$173
Survey Crew Chief	\$162
Surveyor II	\$139
Surveyor I	\$116
Survey Technician	\$109
Operations Specialist	\$185
Lead Environmental Planner	\$177
Environmental Planner	\$141
Right-of-Way Specialist	\$170
Senior Engineering Technician	\$149
Lead Engineering Technician	\$134
Engineering Technician III	\$118
Engineering Technician II	\$112
Engineering Technician I	\$102
GIS Coordinator	\$155
GIS Technician	\$118
Support Staff III	\$121
Support Staff II	\$111
Support Staff I	\$105

## **Reimbursable Expenses:**

Car/Standard Vehicle	\$ IRS Rate/Mile
Survey Vehicle	\$1.00/Mile
4WD Pickup	\$0.75/Mile
Field Vehicle	\$110/Day
All-Terrain Vehicle	\$70/Day
Meals (Per Diem)	\$45/Day
Lodging	At Cost
Field Supplies	At Cost
Printing: 8 ½ x 11 – color or b/w	\$.10/Each
11 x 17 – color or b/w	\$.15/Each
Wide Format – color or b/w	\$0.35/ft <sup>2</sup>

City of Bismarck  
RFQ for Engineering Services  
Fire Station 2 - Generator Replacement

Proposals accepted until 4:00 pm CT on Friday, March 8, 2024,  
Consultant Ranking

VENDOR	Rank
Apex Engineering Group, Inc.	1
EAPC Architects Engineers	5
MBN Engineering	3
Prairie Engineering, PC	2
SEH, Inc.	4

# REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

## Fire Station 2 835 East Bismarck Expressway Generator Replacement

The City of Bismarck Public Works Service Operations requests written qualifications from professional Engineering firms for engineering services required to complete the following:

1. Evaluate, design, prepare plans, specifications, and bidding documents. Also included shall be construction administration services for the replacement of the existing generator.
2. Removal of existing generator and transfer switch. Owner shall retain first right of salvage on this equipment.
3. The new generator shall have a closed transfer switch and shall be expected to supply 100% power supply to the building.
4. The supplier of the generator must be within 75 miles of the job site.
5. Generator will have a 5-year service and warranty contract.
6. The selected firm will be responsible for assisting the City of Bismarck in obtaining any necessary approvals and/or permits from the North Dakota Department of Environmental Quality and any other agencies.
7. The schedule is for the design and construction in the 2024 budget.

The engineering selection process will be completed in accordance with established City of Bismarck procedures. Written proposals shall address the firm's ability to perform the necessary services in a timely manner. Written proposals shall be limited to a maximum of either 20 single-sided or 10 double-sided standard (8-1/2x11) paper pages. The primary consideration items will be, but not limited to, the firm's:

1. Technical capabilities of Firm and of proposed project team.
2. Experience and performance of Firm and of proposed project team.
3. Understanding of project and proposed work approach.
4. Knowledge of regulations and local conditions.
5. Ability to respond in a timely manner.
6. Availability of qualified personnel; project personnel assignments and qualifications.
7. Experience with similar type of projects.

The selection of firms will be based on an evaluation of the written proposals. A selection committee may interview selected firms, but a professional services agreement will be executed with a single firm. A detailed scope of work will be developed, and price will be negotiated with the selected firm. An engineering agreement, including price schedule, will be negotiated with the selected firm for approval by the Board of City Commissioners.

Technical inquiries should be directed to Bruce Schirado, City of Bismarck Public Works Service Operations Department (701-355-1700) or [bschirado@bismarcknd.gov](mailto:bschirado@bismarcknd.gov).

**Written proposals from qualified consultants will be accepted until 4:00 pm CT on Friday, March 8, 2024, in the format prescribed by the City. Submit six (6) hard copies and one digital copy of the proposal by mail or deliver documents to:**

Public Works Service Operations Department  
Attn: Bruce Schirado, Facilities Manager  
601 South 26th Street, Bismarck ND 58504  
PO Box 5503, Bismarck, ND 58506-5503

The City reserves the right to reject any or all proposals or inquiries, waive any informality in the process or to accept any response it may deem to be in the best interest of the City.

Dated this 20<sup>th</sup> day of February 2024.

Bis Trib Adv: 2/20 & 2/27