



Public Works Service Operations

DATE: March 12, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Landfill Cell 2 Construction Project Bid Award

REQUEST:

Request permission to award the Landfill Cell 2 Construction Project to R.J. Zavoral and Sons, Inc.

BACKGROUND INFORMATION:

On October 24, 2023, the Board of City Commissioners approved the request to begin construction of Cell 2 in 2024 to avoid interruption in disposal operations. Houston Engineering, Inc. completed the review of the bids for the Bismarck Landfill Cell 2 Construction Project. Six (6) bids were opened and read aloud on Wednesday, February 28, 2024.

The bids were evaluated for conformance with the bidder requirements listed in the Instructions to Bidders and the Bid Form. The lowest bid was received from R.J. Zavoral and Sons, Inc (Zavoral). The documentation provided by R.J. Zavoral and Sons, Inc. satisfied the solicitation conditions established in the project manual. The bids are summarized in the following table:

Contractor	Total Base Bid Amount (\$)	Amount Greater than apparent low bid (\$ & %)	Bid Alternative #1	Total Bid Amount
R.J. Zavoral and Sons, Inc.	\$4,438,116.67	NA	\$25,850.00	\$4,463,966.67
Northern Improvement Company, Inc.	\$4,785,142.85	\$347,026.18 (7.3%)	\$92,100.00	\$4,877,242.85
Park Construction Company	\$6,284,639.10	\$1,846,522.43 (29.4%)	\$36,600.00	\$6,321,239.10
Baranko Bros Inc.	\$6,626,480.72	\$2,188,364.05 (33.0%)	\$27,608.12	\$6,654,088.84
Central Specialties, Inc.	\$7,282,416.85	\$2,844,300.18 (39.1%)	\$112,000.00	\$7,394,416.85
Doboszanski & Sons, Inc.	\$7,560,526.25	\$3,122,409.58 (41.3%)	\$145,000.00	\$7,705,526.25
<i>ENGINEER'S OPCC</i>	<i>\$5,468,648.67</i>	<i>\$1,030,532.00 (18.8%)</i>	<i>\$60,000.00</i>	<i>\$5,528,648.67</i>

RECOMMENDED CITY COMMISSION ACTION:

Approve the bid award to R.J. Zavoral and Sons, Inc. for the Landfill Cell 2 Construction Project.

STAFF CONTACT INFORMATION:

ATTACHMENTS:

1. Expansion of Landfill into Future Cell 2-Contract
2. Bid Recommendation
3. Advertisement for Sealed Bids
4. Notice of Award
5. Section 1401 Agreement



City Administration

TO: Steve Salwei, P.E., Public Works Service Operations Director

DATE: October 25, 2023

FROM: Jason Tomanek, Assistant City Administrator

SUBJECT: [Click or tap here to enter text.](#)

The Board of City Commissioners met on Tuesday, October 24, 2023, and considered the request for permission to contract with Houston Engineering Inc. to provide the engineering design, specification, project management, and bidding services to expand the landfill into future Cell 2, and to accept bids for said expansion.

The Bismarck Municipal Waste Facility is currently operating in Cell 1 of the Expansion Area. Cell 1 is filling up faster than anticipated and will reach capacity sometime early in 2025. To allow for uninterrupted landfilling disposal operations, Cell 2 will need to be constructed and substantially completed during the 2024 construction season. We are requesting permission to begin construction of Cell 2 in 2024 to avoid interruption in disposal operations.

The Commission considered the request and approved it as presented.

March 4, 2024

VIA EMAIL & US MAIL

Steven Salwei
 Public Works Director for Service Operations
 601 South 26th Street
 PO Box 5503
 Bismarck, ND 58506-5503

Subject: Bismarck Landfill Cell 2 Construction Project Award Recommendation
City Project #: LF 2024-001
Houston Engineering Project No. 4489-0047

Dear Steven:

We have completed our review of the bids for the Bismarck Landfill Cell 2 Construction Project, City Project # LF 2024-001. Please find attached the bid tabulation for the six (6) bids that were opened and read aloud on Wednesday February 28, 2024.

The bids were evaluated for conformance with the bidder requirements listed in the Instructions to Bidders and the Bid Form. The bids are summarized in the following table:

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A detailed summary of the bid responses is provided in **Attachment A**. The bids were reviewed for accuracy, completeness, and responsiveness. No mathematical errors were observed on any of the bid responses.

The lowest bid was received from R.J. Zavoral and Sons, Inc (Zavoral). The documentation provided by the R.J. Zavoral and Sons, Inc. satisfied the solicitation conditions established in the project manual as follows:

- 1) Receipt of Addendum 1 - 3 were acknowledged.
- 2) A valid North Dakota Contractor's License was provided.
- 3) The Bid Form was properly executed with Corporate Acknowledgement provided.

We (Houston Engineering, Inc.) have coordinated with representatives from Zavoral following the bid opening to acknowledge that they are the low bid and to confirm the bid provided.

The bid response provided by Zavoral was approximately 7% percent lower than the next lowest bidder and approximately 19% percent lower than the Engineers Opinion of Probably Construction Cost (OPCC). Upon comparing the Zavoral bid and the Engineers OPCC, the major differences were in the costs of the following items:

Bid Item - Description	Engineer OPCC (\$)	R.J. Zavoral and Sons Bid (\$)	Difference (\$)
Bid Item 14 - Topsoiling	\$127,183.02	\$55,816.50	(\$71,366.52)
Bid Item 19 – Mobilization and Demobilization	\$409,529.53	\$201,500.00	(\$208,029.53)
Bid Item 22 – Watering	\$121,230.00	\$24,246.00	(\$96,984.00)
Bid Item 25 – Common Excavation (CV) (P)	\$2,955,760.08	\$2,397,551.52	(\$558,208.56)
Bid Item 29 - Re-Compacted Soil Barrier Layer (CV) (P)	\$126,506.48	\$268,083.00	\$141,576.52
Bid Item 33 – HDPE Geomembrane Liner (60 mil.)	\$446,800.00	\$301,590.00	(\$145,210.00)

Of the six (6) items listed above, Bid Items 14, 19 & 25 are likely directly attributed to Zavoral's ongoing work and onsite presence at the facility to complete the Phase I-III Final Cover Closure Project (LF 2023-001). As part of that final cover project Zavoral has staged/parked equipment onsite last fall to complete the project LF 2023-001 this spring.

Zavoral has previously completed project work for City of Bismarck. In 2020 Zavoral completed City Project LF 2020-001 at the Bismarck Solid Waste Management Facility which involved the excavation of approximately 1,200,000 CY of earthen materials. This project was completed in record time to prepare Cell 1, within the facilities expansion area, for a follow-up project to install liner materials. In 2023, as previously noted, Zavoral initiated work on City Project LF 2023-001 again at the Bismarck Solid Waste Management Facility to close Phase I-III of the previously operation landfill area. Zavoral's previous

Steven Salwei

March 4, 2024

Re: **City Project # LF2024-001 Award Recommendation**

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knowledge of the site and soil materials, along with their proven experience managing large quantities of earthwork excavation, as demonstrated during LF 2020-001, likely contributed to their competitive pricing on the bid items for Bid Item 25 Common Excavation.

Previous projects completed by Zavoral indicate that they do have the expertise, staff and equipment necessary to complete the Cell 2 Construction project at the Bismarck Solid Waste Management Facility.

The basis for our award recommendation includes criteria for bidder "responsiveness" and "responsibility". Based on our bid review, and in accordance with conditions specified in the Instructions to Bidders, Zavoral submitted the lowest responsive bid. Therefore, HEI recommends award of the project contract to the Zavoral for the total bid amount which includes the work detailed in Bid Alternative #1 for a contract amount **\$4,463,966.67**. Upon concurrence of the award of contract by the Bismarck City Commission, it is requested that the attached Notice of Award be executed and dated. Please return the executed Notice of Award to the Bismarck office of Houston Engineering for delivery with the proper agreement, bond, and insurance document attachments to the Contractor.

The Notice to Proceed will be discussed at the preconstruction conference and issuance will be contingent upon satisfactory completion, submission, and review of the insurance and contract documents by the Contractor and your legal counsel review.

If you have any questions or require additional information, please contact me at (763) 493-6660 or by e-mail at dmcalpine@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Dennis McAlpine', is written over the printed name.

Dennis McAlpine, PE
Project Manager

Attachment

cc: HEI – Bismarck



CITY OF BISMARCK, ND
 CELL 2 CONSTRUCTION
 BISMARCK, NORTH DAKOTA
 City Project No LF 2024-001

Item #	Spec Ref#	Item Description	Unit	Quantity	Engineers Estimate		R.J. ZAVORAL AND SON'S		NORTHERN IMPROVEMENT COMPANY		PARK CONSTRUCTION		BARANKO BROS.		CENTRAL SPECIALITIES		DOBOSZENSKI AND SON'S	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	201-3.1	Clearing and Grubbing	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,276.00	\$ 7,276.00	\$ 5,950.00	\$ 5,950.00	\$ 7,674.91	\$ 7,674.91	\$ 50,000.00	\$ 50,000.00	\$ 100.00	\$ 100.00
2	202-4.2	Rock Excavation	CY	3,000	\$ 10.21	\$ 30,630.00	\$ 5.00	\$ 15,000.00	\$ 11.96	\$ 35,880.00	\$ 12.10	\$ 36,300.00	\$ 15.00	\$ 45,000.00	\$ 15.00	\$ 45,000.00	\$ 10.00	\$ 30,000.00
3	204-3.1A	Subgrade Preparation (1' Deep)	SY	7,415	\$ 2.25	\$ 16,683.75	\$ 1.60	\$ 11,864.00	\$ 2.34	\$ 17,351.10	\$ 1.10	\$ 8,156.50	\$ 3.21	\$ 23,802.15	\$ 2.75	\$ 20,391.25	\$ 2.00	\$ 14,830.00
4	205-4.1	Silt Fence With Wire Backing	LF	7,720	\$ 3.79	\$ 29,267.86	\$ 4.00	\$ 30,880.00	\$ 4.00	\$ 30,880.00	\$ 4.35	\$ 33,582.00	\$ 4.12	\$ 31,806.40	\$ 3.85	\$ 29,722.00	\$ 4.50	\$ 34,740.00
5	205-4.11	Silt Fence Removal	LF	7,720	\$ 0.60	\$ 4,632.00	\$ 0.55	\$ 4,246.00	\$ 0.50	\$ 3,860.00	\$ 0.57	\$ 4,400.40	\$ 0.54	\$ 4,168.80	\$ 0.50	\$ 3,860.00	\$ 1.00	\$ 7,720.00
6	205-4.9	Straw Wattles, 12 Inch Diameter	LF	4,390	\$ 3.07	\$ 13,484.76	\$ 3.40	\$ 14,926.00	\$ 3.50	\$ 15,365.00	\$ 3.75	\$ 16,462.50	\$ 3.53	\$ 15,496.70	\$ 3.30	\$ 14,487.00	\$ 4.50	\$ 19,755.00
7	302-4.2	Class 13 Aggregate Surface	TON	1,650	\$ 30.98	\$ 51,108.75	\$ 44.00	\$ 72,600.00	\$ 32.41	\$ 53,476.50	\$ 30.00	\$ 49,500.00	\$ 48.48	\$ 79,992.00	\$ 45.00	\$ 74,250.00	\$ 48.00	\$ 79,200.00
8	801-4.60	Bedding Material	TON	70	\$ 32.00	\$ 2,240.00	\$ 23.00	\$ 1,610.00	\$ 53.80	\$ 3,766.00	\$ 19.40	\$ 1,358.00	\$ 26.38	\$ 1,846.60	\$ 36.00	\$ 2,520.00	\$ 30.00	\$ 2,100.00
9	802-4.5	24" RCP Pipe	LF	40	\$ 193.58	\$ 7,743.35	\$ 170.00	\$ 6,800.00	\$ 169.00	\$ 6,760.00	\$ 323.00	\$ 12,920.00	\$ 127.46	\$ 5,098.40	\$ 300.00	\$ 12,000.00	\$ 225.00	\$ 9,000.00
10	802-4.57	30" RCP Flared End Section	EA	2	\$ 1,650.00	\$ 3,300.00	\$ 1,300.00	\$ 2,600.00	\$ 2,016.00	\$ 4,032.00	\$ 1,920.00	\$ 3,840.00	\$ 1,585.75	\$ 3,171.50	\$ 2,000.00	\$ 4,000.00	\$ 1,350.00	\$ 2,700.00
11	802-4.7	30" RCP Pipe	LF	80	\$ 150.00	\$ 12,000.00	\$ 125.00	\$ 10,000.00	\$ 184.00	\$ 14,720.00	\$ 284.00	\$ 22,720.00	\$ 137.53	\$ 11,002.40	\$ 350.00	\$ 28,000.00	\$ 235.00	\$ 18,800.00
12	802-4.96	RIPRAP Type M	TON	104	\$ 110.85	\$ 11,528.65	\$ 105.00	\$ 10,920.00	\$ 115.50	\$ 12,012.00	\$ 107.00	\$ 11,128.00	\$ 122.17	\$ 12,705.68	\$ 120.00	\$ 12,480.00	\$ 125.00	\$ 13,000.00
13	901-2.19	Insulation Boards	SY	89	\$ 13.30	\$ 1,183.70	\$ 100.00	\$ 8,900.00	\$ 20.00	\$ 1,780.00	\$ 12.00	\$ 1,068.00	\$ 52.58	\$ 4,679.62	\$ 75.00	\$ 6,675.00	\$ 35.00	\$ 3,115.00
14	1201-4.1	Topsoiling	CY	37,211	\$ 3.42	\$ 127,183.02	\$ 1.50	\$ 55,816.50	\$ 2.07	\$ 77,026.77	\$ 3.05	\$ 113,493.55	\$ 4.35	\$ 161,867.85	\$ 3.50	\$ 130,238.50	\$ 4.00	\$ 148,844.00
15	1202-4.4	Class IV Seeding	SY	416,185	\$ 0.15	\$ 61,751.38	\$ 0.10	\$ 41,618.50	\$ 0.09	\$ 37,456.65	\$ 0.10	\$ 41,618.50	\$ 0.10	\$ 41,618.50	\$ 0.09	\$ 37,456.65	\$ 0.10	\$ 41,618.50
16	1204-4.1	Mulching	SY	416,185	\$ 0.15	\$ 63,836.67	\$ 0.09	\$ 37,456.65	\$ 0.08	\$ 33,294.80	\$ 0.09	\$ 37,456.65	\$ 0.09	\$ 37,456.65	\$ 0.08	\$ 33,294.80	\$ 0.15	\$ 62,427.75
17	1207-4.5	Geotextile Rip-Rap Fabric	SY	58	\$ 7.00	\$ 406.00	\$ 2.70	\$ 156.60	\$ 11.30	\$ 655.40	\$ 22.30	\$ 1,293.40	\$ 10.17	\$ 589.86	\$ 20.00	\$ 1,160.00	\$ 6.00	\$ 348.00
18	1211-4.1	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,200.00	\$ 4,200.00	\$ 1,410.00	\$ 1,410.00	\$ 1,368.53	\$ 1,368.53	\$ 1,279.00	\$ 1,279.00	\$ 2,000.00	\$ 2,000.00
19	SP1	Mobilization and Demobilization	LS	1	\$ 409,529.53	\$ 409,529.53	\$ 201,500.00	\$ 201,500.00	\$ 247,200.00	\$ 247,200.00	\$ 593,200.00	\$ 593,200.00	\$ 238,836.19	\$ 238,836.19	\$ 382,750.00	\$ 382,750.00	\$ 645,000.00	\$ 645,000.00
20	SP2	Stormwater/Groundwater Management for Construction	MGAL	8,500	\$ 2.31	\$ 19,655.03	\$ 1.45	\$ 12,325.00	\$ 0.25	\$ 2,125.00	\$ 1.45	\$ 12,325.00	\$ 2.07	\$ 17,595.00	\$ 10.00	\$ 85,000.00	\$ 13.00	\$ 110,500.00
21	SP3	Salvage/Removal of Existing Temporary Stormwater/Groundwater Control System	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,475.00	\$ 3,475.00	\$ 8,760.00	\$ 8,760.00	\$ 22,747.71	\$ 22,747.71	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
22	SP4	Watering	MGAL	4,041	\$ 30.00	\$ 121,230.00	\$ 6.00	\$ 24,246.00	\$ 14.80	\$ 59,806.80	\$ 33.70	\$ 136,181.70	\$ 7.19	\$ 29,054.79	\$ 15.00	\$ 60,615.00	\$ 26.00	\$ 105,066.00
23	SP5	Test Pit Excavation	HR	40	\$ 330.24	\$ 13,209.54	\$ 200.00	\$ 8,000.00	\$ 402.00	\$ 16,080.00	\$ 476.00	\$ 19,040.00	\$ 244.71	\$ 9,788.40	\$ 475.00	\$ 19,000.00	\$ 420.00	\$ 16,800.00
24	SP6	Topsoil Management (P)	CY	39,755	\$ 2.01	\$ 79,732.04	\$ 1.70	\$ 67,583.50	\$ 1.87	\$ 74,341.85	\$ 3.05	\$ 121,252.75	\$ 3.45	\$ 137,154.75	\$ 3.00	\$ 119,265.00	\$ 4.00	\$ 159,020.00
25	SP7	Common Excavation (CV) (P)	CY	915,096	\$ 3.23	\$ 2,955,760.08	\$ 2.62	\$ 2,397,551.52	\$ 2.85	\$ 2,608,023.60	\$ 3.95	\$ 3,614,629.20	\$ 4.36	\$ 3,989,818.56	\$ 4.80	\$ 4,392,460.80	\$ 5.00	\$ 4,575,480.00
26	SP8	Subgrade Correction (CV)	CY	3,351	\$ 15.00	\$ 50,265.00	\$ 8.00	\$ 26,808.00	\$ 5.50	\$ 18,430.50	\$ 9.45	\$ 31,666.95	\$ 11.31	\$ 37,899.81	\$ 15.00	\$ 50,265.00	\$ 5.00	\$ 16,755.00
27	SP9	Existing Phase Delineation Berm Removal	LS	1	\$ 14,350.00	\$ 14,350.00	\$ 16,500.00	\$ 16,500.00	\$ 19,418.00	\$ 19,418.00	\$ 59,400.00	\$ 59,400.00	\$ 80,745.08	\$ 80,745.08	\$ 65,000.00	\$ 65,000.00	\$ 55,000.00	\$ 55,000.00
28	SP10	Buffer Layer (CV) (P)	CY	6,964	\$ 5.02	\$ 34,967.63	\$ 9.00	\$ 62,676.00	\$ 9.81	\$ 68,316.84	\$ 8.95	\$ 62,327.80	\$ 8.15	\$ 56,756.60	\$ 11.65	\$ 81,130.60	\$ 7.00	\$ 48,748.00
29	SP11	Re-Compacted Soil Barrier Layer (CV) (P)	CY	29,787	\$ 4.25	\$ 126,506.48	\$ 9.00	\$ 268,083.00	\$ 6.71	\$ 199,870.77	\$ 5.35	\$ 159,360.45	\$ 6.33	\$ 188,551.71	\$ 10.65	\$ 317,231.55	\$ 7.00	\$ 208,509.00
30	SP12	Sand Drainage Layer (Leachate Collection Trench) (In-Place) (P)	CY	478	\$ 42.00	\$ 20,076.00	\$ 76.00	\$ 36,328.00	\$ 57.10	\$ 27,293.80	\$ 9.45	\$ 4,517.10	\$ 211.63	\$ 101,159.14	\$ 105.00	\$ 50,190.00	\$ 5.00	\$ 2,390.00
31	SP13	Sand Drainage (Base Liner and Side Slopes) Layer (In-Place) (P)	CY	14,539	\$ 7.00	\$ 101,773.00	\$ 9.00	\$ 130,851.00	\$ 5.83	\$ 84,762.37	\$ 5.75	\$ 83,599.25	\$ 13.89	\$ 201,946.71	\$ 10.90	\$ 158,475.10	\$ 5.00	\$ 72,695.00
32	SP14	Phase Separation and Temporary Drainage Berms (CV)	CY	4,728	\$ 6.84	\$ 32,319.55	\$ 9.00	\$ 42,552.00	\$ 9.10	\$ 43,024.80	\$ 7.15	\$ 33,805.20	\$ 4.72	\$ 22,316.16	\$ 8.00	\$ 37,824.00	\$ 6.00	\$ 28,368.00
33	SP15	HDPE Geomembrane Liner (60 mil.)	SY	44,680	\$ 10.00	\$ 446,800.00	\$ 6.75	\$ 301,590.00	\$ 6.37	\$ 284,611.60	\$ 6.75	\$ 301,590.00	\$ 7.79	\$ 348,057.20	\$ 6.20	\$ 277,016.00	\$ 9.75	\$ 435,630.00
34	SP16	Geocomposite Drainage Layer	SY	10,445	\$ 15.00	\$ 156,675.00	\$ 10.50	\$ 109,672.50	\$ 12.08	\$ 126,175.60	\$ 10.80	\$ 112,806.00	\$ 14.35	\$ 149,885.75	\$ 10.56	\$ 110,299.20	\$ 15.00	\$ 156,675.00
35	SP17	Geotextile Fabric	SY	2,736	\$ 6.00	\$ 16,416.00	\$ 4.50	\$ 12,312.00	\$ 6.10	\$ 16,689.60	\$ 5.15	\$ 14,090.40	\$ 4.04	\$ 11,053.44	\$ 6.00	\$ 16,416.00	\$ 3.00	\$ 8,208.00
36	SP18	Groundwater Underdrain (Perforated) Piping	LF	747	\$ 27.63	\$ 20,641.48	\$ 30.00	\$ 22,410.00	\$ 19.00	\$ 14,193.00	\$ 28.90	\$ 21,588.30	\$ 28.15	\$ 21,028.05	\$ 53.00	\$ 39,591.00	\$ 52.00	\$ 38,844.00
37	SP19	Groundwater Underdrain - Coarse Aggregate	TON	270	\$ 46.37	\$ 12,520.32	\$ 30.00	\$ 8,100.00	\$ 118.00	\$ 31,860.00	\$ 73.80	\$ 19,926.00	\$ 85.48	\$ 23,079.60	\$ 33.50	\$ 9,045.00	\$ 55.00	\$ 14,850.00
38	SP20	Leachate Collection Trench (Perforated) Piping	LF	1,056	\$ 44.31	\$ 46,795.46	\$ 45.00	\$ 47,520.00	\$ 36.00	\$ 38,016.00	\$ 33.80	\$ 35,692.80	\$ 61.69	\$ 65,144.64	\$ 60.00	\$ 63,360.00	\$ 40.00	\$ 42,240.00
39	SP20	Leachate Collection Sideslope Cleanout (Solid) Piping	LF	882	\$ 34.23	\$ 30,191.72	\$ 50.00	\$ 44,100.00	\$ 27.00	\$ 23,814.00	\$ 28.20	\$ 24,872.40	\$ 55.57	\$ 49,012.74	\$ 56.00	\$ 49,392.00	\$ 40.00	\$ 35,280.00
40	SP21	Leachate Collection Trench - Drainage Aggregate	TON	380	\$ 53.85	\$ 20,462.93	\$ 30.00	\$ 11,400.00	\$ 126.00	\$ 47,880.00	\$ 69.90	\$ 26,562.00	\$ 127.88	\$ 48,594.40	\$ 40.00	\$ 15,200.00	\$ 55.00	\$ 20,900.00
41	SP21	Leachate Collection Trench - Coarse Filter Aggregate	TON	915	\$ 54.66	\$ 50,016.69	\$ 48.00	\$ 43,920.00	\$ 144.00	\$ 131,760.00	\$ 79.00	\$ 72,285.00	\$ 42.93	\$ 39,280.95	\$ 55.00	\$ 50,325.00	\$ 55.00	\$ 50,325.00
42	SP22	Bollards	EA	5	\$ 960.00	\$ 4,799.99	\$ 900.00	\$ 4,500.00	\$ 635.00	\$ 3,175.00	\$ 1,060.00	\$ 5,300.00	\$ 690.58	\$ 3,452.90	\$ 1,560.00	\$ 7,800.00	\$ 3,000.00	\$ 15,000.00



CITY OF BISMARCK, ND
 CELL 2 CONSTRUCTION
 BISMARCK, NORTH DAKOTA
 City Project No LF 2024-001

Item #	Spec Ref#	Item Description	Unit	Quantity	Engineers Estimate		R.J. ZAVORAL AND SON'S		NORTHERN IMPROVEMENT COMPANY		PARK CONSTRUCTION		BARANKO BROS.		CENTRAL SPECIALITIES		DOBOSZENSKI AND SON'S	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
43	SP23	Rock Ditch Check	CY	72	\$ 119.56	\$ 8,608.30	\$ 45.00	\$ 3,240.00	\$ 229.00	\$ 16,488.00	\$ 92.80	\$ 6,681.60	\$ 39.22	\$ 2,823.84	\$ 175.00	\$ 12,600.00	\$ 40.00	\$ 2,880.00
44	SP24	Future Gas Well Drainage Enhancement	CY	625	\$ 11.52	\$ 7,198.98	\$ 12.00	\$ 7,500.00	\$ 8.00	\$ 5,000.00	\$ 9.40	\$ 5,875.00	\$ 25.51	\$ 15,943.75	\$ 15.00	\$ 9,375.00	\$ 10.00	\$ 6,250.00
45	SP25	Wood Chip Placement (LV)	CY	9,316	\$ 3.87	\$ 36,020.01	\$ 3.75	\$ 34,935.00	\$ 3.40	\$ 31,674.40	\$ 5.85	\$ 54,498.60	\$ 6.98	\$ 65,025.68	\$ 7.90	\$ 73,596.40	\$ 5.00	\$ 46,580.00
46	SP26	Dedicated Stormwater Management System - Manhole Structure	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 39,393.00	\$ 39,393.00	\$ 58,200.00	\$ 58,200.00	\$ 32,562.12	\$ 32,562.12	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
47	SP26	Dedicated Stormwater Management System - Intake	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 25,822.00	\$ 25,822.00	\$ 34,700.00	\$ 34,700.00	\$ 7,116.19	\$ 7,116.19	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00
48	SP26	Dedicated Stormwater Management System - Discharge Piping	LF	475	\$ 40.00	\$ 19,000.00	\$ 38.00	\$ 18,050.00	\$ 40.00	\$ 19,000.00	\$ 45.80	\$ 21,755.00	\$ 25.49	\$ 12,107.75	\$ 35.00	\$ 16,625.00	\$ 30.00	\$ 14,250.00
49	SP27	Dedicated Stormwater Management System - Electrical	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 76,915.00	\$ 76,915.00	\$ 76,913.00	\$ 76,913.00	\$ 82,100.00	\$ 82,100.00	\$ 78,377.50	\$ 78,377.50	\$ 73,250.00	\$ 73,250.00	\$ 35,000.00	\$ 35,000.00
50	SP28	Demo Containment Fence	LF	353	\$ 16.00	\$ 5,648.00	\$ 3.30	\$ 1,164.90	\$ 4.20	\$ 1,482.60	\$ 11.20	\$ 3,953.60	\$ 4.26	\$ 1,503.78	\$ 10.00	\$ 3,530.00	\$ 5.00	\$ 1,765.00
51	SP28	Demo 18" CMP	LF	125	\$ 20.00	\$ 2,500.00	\$ 12.00	\$ 1,500.00	\$ 27.80	\$ 3,475.00	\$ 76.30	\$ 9,537.50	\$ 24.08	\$ 3,010.00	\$ 25.00	\$ 3,125.00	\$ 10.00	\$ 1,250.00
52	SP28	Remove and Salvage Gravel Surfacing	CY	1,850	\$ 12.00	\$ 22,200.00	\$ 6.50	\$ 12,025.00	\$ 7.61	\$ 14,078.50	\$ 11.00	\$ 20,350.00	\$ 13.08	\$ 24,198.00	\$ 25.00	\$ 46,250.00	\$ 5.00	\$ 9,250.00
53	SP28	Remove and Salvage 24" RCP	LF	48	\$ 100.00	\$ 4,800.00	\$ 18.00	\$ 864.00	\$ 35.00	\$ 1,680.00	\$ 199.00	\$ 9,552.00	\$ 31.36	\$ 1,505.28	\$ 75.00	\$ 3,600.00	\$ 15.00	\$ 720.00
PROJECT NO. LF 2024-001 TOTAL BASE BID AMOUNT					\$ 5,468,648.67		\$ 4,438,116.67		\$ 4,785,142.85		\$ 6,284,639.10		\$ 6,626,480.72		\$ 7,282,416.85		\$ 7,560,526.25	
BID AMOUNT AS READ DURING BID OPENING							\$ 4,438,116.67		\$ 4,785,142.85		\$ 6,284,639.10		\$ 6,626,480.72		\$ 7,282,416.85		\$ 7,560,526.25	
DIFFERENCE FROM READ BID							\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
DIFFERENCE FROM LOWEST BID					\$ 1,030,532.00		\$ -		\$ 347,026.18		\$ 1,846,522.43		\$ 2,188,364.05		\$ 2,844,300.18		\$ 3,122,409.58	
DIFFERENCE FROM LOWEST BID (%)					18.8%		0.0%		7.3%		29.4%		33.0%		39.1%		41.3%	
DIFFERENCE FROM ENGINEER'S ESTIMATE					\$ -		\$ (1,030,532.00)		\$ (683,505.82)		\$ 815,990.43		\$ 1,157,832.05		\$ 1,813,768.18		\$ 2,091,877.58	
DIFFERENCE FROM ENGINEER'S ESTIMATE (%)							-18.8%		-12.5%		14.9%		21.2%		33.2%		38.3%	
Bid Alternative #1			Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	SP29	Bid Alt #1 - Dedicated Groundwater Control System	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 25,850.00	\$ 25,850.00	\$ 92,100.00	\$ 92,100.00	\$ 36,600.00	\$ 36,600.00	\$ 27,608.12	\$ 27,608.12	\$ 112,000.00	\$ 112,000.00	\$ 145,000.00	\$ 145,000.00
BID AMOUNT AS READ DURING BID OPENING							\$ 25,850.00		\$ 92,100.00		\$ 36,600.00		\$ 27,608.12		\$ 112,000.00		\$ 145,000.00	
DIFFERENCE FROM READ BID							\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
DIFFERENCE FROM ENGINEER'S ESTIMATE					\$ -		\$ (34,150.00)		\$ 32,100.00		\$ (23,400.00)		\$ (32,391.88)		\$ 52,000.00		\$ 85,000.00	
PROJECT NO. 2024-001 TOTAL BID AMOUNT					\$ 5,528,648.67		\$ 4,463,966.67		\$ 4,877,242.85		\$ 6,321,239.10		\$ 6,654,088.84		\$ 7,394,416.85		\$ 7,705,526.25	
DIFFERENCE FROM LOWEST BID					\$ 1,064,682.00		\$ -		\$ 413,276.18		\$ 1,857,272.43		\$ 2,190,122.17		\$ 2,930,450.18		\$ 3,241,559.58	
DIFFERENCE FROM ENGINEER'S ESTIMATE					\$ -		\$ (1,064,682.00)		\$ (651,405.82)		\$ 792,590.43		\$ 1,125,440.17		\$ 1,865,768.18		\$ 2,176,877.58	

ADVERTISEMENT FOR SEALED BIDS
FOR THE CONSTRUCTION OF
CITY OF BISMARCK SOLID WASTE MANAGEMENT FACILITY
CELL 2 CONSTRUCTION PROJECT – LF 2024-001
BISMARCK, NORTH DAKOTA

The Board of City Commissioners of the City of Bismarck will receive sealed bids for the construction of Cell 2 including installation of a composite landfill liner system, installation of a leachate collection system, dedicated stormwater extraction system, and various site improvements, and related items in Solid Waste Utility Project Number Two Thousand Twenty Four - One (LF 2024-001).

All bids will be submitted to the City Administrator by 3:00 p.m., February 28, 2024. Such work to be completed according to the schedule, plans and specifications on file in the Office of the City Administrator. Bids will be opened at 4:00 p.m., February 28, 2024 in the Office of City Administration.

The proposals must be mailed to or deposited with the City Administrator and shall be sealed and endorsed "Proposal for Cell 2 Construction in Solid Waste Utility Project Number Two Thousand Twenty Four - One (LF 2024-001)."

The contractor shall include a copy of his license or renewal thereof enclosed in the required bid bond envelope as required pursuant to Section 43-07-12 of the North Dakota Century Code, as amended.

Complete digital project bidding documents are available at www.bismarcknd.gov, www.questcdn.com or www.houstoneng.com. You may download the digital plan documents for \$50.00 by inputting Quest project #8936734 on the Qwest website's Project Search page. Contact questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of project documents is also available from Houston Engineering Inc. for a nonrefundable price of \$100.00 per set which includes applicable sales tax and shipping. Please make your check for a paper set payable to Houston Engineering, Inc. and send it to the Houston Engineering, Inc, 3712 Lockport St., Bismarck, North Dakota 58503, stating the project number and if you want to pick it up or to be mailed. Please contact Houston Engineering Inc. at 701-323-0200 if you have any questions.

If the project includes more than one unit or contains alternates, the basis of award shall be the lowest and best bid for the units or alternates selected by the City. Units or alternates not selected shall not be included in forming the basis of determining the lowest bid. Bidders shall be aware that there is no guarantee that all units or alternates will be awarded and balance their bids accordingly.

Bids shall be made on the basis of cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the Board of City Commissioners.

The project scope of work consists of mobilization; approximately 900,000 CY of common excavation, 7,000 CY of buffer soil placement, 30,000 CY of re-compacted clay barrier layer

placement, 10,500 SY of geocomposite drainage layer installation, 44,700 SY of 60 mil. HDPE geomembrane installation, installation of associated piping systems to support landfill operations, and related items.

Each bid shall be accompanied by a separate envelope containing a bidder's bond in the amount of five percent (5%) of the amount of the bid as required by Section 48-01.2-05(4), North Dakota Century Code, as amended, and executed as provided by law.

A non-mandatory pre-bid meeting will be held on Wednesday, February 21, 2024 at 1:30 PM at the City of Bismarck Landfill located at:

**2111 North 52nd Street
Bismarck, ND 58501**

Attendance at the pre-bid meeting is highly encouraged. The Project Engineer will provide a detailed summary of the project components to further the Contractors understanding of the Project.

The Board of City Commissioners reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof and reject any or all bids and to waive irregularities whenever it is for the best interest of the City of Bismarck.

The City of Bismarck is committed to providing non-discriminatory service. No person shall, on the basis of a person's nation origin, race, color, disability, sex, age and/or income status, be excluded from participation or be subjected to discrimination or harassment by the City of Bismarck or any of its locations.

The City of Bismarck will consider every request for reasonable accommodation to provide:

- an accessible meeting facility or other accommodation for people with disabilities,
- language interpretation for people with limited English proficiency (LEP), and
- translations of written material necessary to access City of Bismarck programs and information.

Appropriate provisions will be considered when the City of Bismarck is notified at least 10 days prior to the meeting date or the date the written material translation is needed.

To request accommodations, contact Leanne Schmidt, City of Bismarck, at 701-355-1336 or lschmidt@bismarcknd.gov. TTY users may use Relay North Dakota at 711 or 1-800-366-6888.

CITY OF BISMARCK

Jason Tomanek
Acting City Administrator

Dated this 2nd day of February 2024.

Bismarck Landfill Cell 2 Construction

Quest Number: 8936734

Owner Number: 2024-001

Closing Date: Wed, 02/28/2024 03:00 PM CST

Posting Type: Construction Project

QuestCDN Partner Posting

Location Details

Site Address: 2111 N 52nd St
City: Bismarck
County: Burleigh
State/Province: ND
Site Directions: 2111 N 52nd St Bismarck, ND 58501

Project Details

Closing Date: Wed, 02/28/2024 03:00 PM CST
Project Bid Received By & Opening Information: All bids will be submitted to the City Administrator by 3:00 p.m., February 28, 2024. Such work to be completed according to the schedule, plans and specifications on file in the Office of the City Administrator. Bids will be opened at 4:00 p.m., February 28, 2024 in the Office of City Administration.

Est. Value: \$ 5,450,000.00
Est. Value Notes: 5,450,000
Est. Completion Date: Nov. 15, 2024
Pre-Bid Meeting Info: A non-mandatory pre-bid meeting will be held on Wednesday, February 21, 2024 at 1:30 PM at the City of Bismarck Landfill located at: 2111 North 52nd Street Bismarck, ND 58501 Attendance at the pre-bid meeting is highly encouraged. The Project Engineer will provide a detailed summary of the project components to further the Contractors understanding of the Project.

Project Description

Project Owner Number: 2024-001
Project Category Code: Sewer and Water Construction, Sitework/Excavating and Grading, Landfills, Waste Handling Facilities, Stormwater Improvements

Description: The project scope of work consists of mobilization; approximately 900,000 CY of common excavation, 7,000 CY of buffer soil placement, 30,000 CY of re-compacted clay barrier layer placement, 10,500 SY of geocomposite drainage layer installation, 44,700 SY of 60 mil. HDPE geomembrane installation, 15,000 CY of sand drainage layer placement, installation of leachate and stormwater management infrastructure including electrical work to support landfill operations, and related items.

Additional Description: The project is located directly adjacent ongoing waste disposal operations at the Bismarck Solid Waste Management facility. The City of Bismarck Board of City Commissioners reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof and reject any or all bids and to waive irregularities whenever it is for the best interest of the City of Bismarck.

Addenda 0 -

Primary Contact Information -

Owner Details

Owner Name: City of Bismarck
Address: 211 N. 5th Street, Bismarck, ND - 58501
Phone: 701-355-1700
Contact: Steven Salwei
Email: ssalwei@bismarcknd.gov

Solicitor Details

Solicitor Name: Houston Engineering Inc. - Bismarck
Design Discipline: Soliciting agent
Address: 3712 Lockport Street, Bismarck, ND - 58503
Phone: 763-493-6660
Contact: Dennis McAlpine
Email: dmcalpine@houstoneng.com

Project Document Information -

Document Information: Bid Documents are available for

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Bismarck, ND** Owner's Project No.: **LF2024-001**
Engineer: **Houston Engineering, Inc.** Engineer's Project No.: **4489-0047**
Project: **City of Bismarck Solid Waste Management Facility**
Contract Name: **Cell 2 Construction**
Bidder: **R.J. Zavoral and Sons, Inc.**
Bidder's Address: **PO Box 435, East Grand Forks, MN 56721**

You are notified that Owner has accepted your Bid dated **2-28-2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The construction of landfill Cell 2 at the City of Bismarck Solid Waste Management Facility. This work includes placement of a composite landfill liner system, including a re-compacted soil barrier, HDPE geomembrane liner and sand drainage materials, installation of a leachate collection system, and ancillary site improvements to accommodate facility access, vegetative restoration activities and stormwater management.

The Contract Price of the awarded Contract is **\$4,463,966.67 which includes Bid Alternative #1**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in the General Conditions.

Owner: **City of Bismarck, ND**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

North Dakota Income Tax Clearance or Account Number _____

Expiration Date of Certification _____

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of March, 2024, by and between the City of Bismarck, a municipal corporation, hereinafter called the "CITY," and R.J. Zavoral & Sons, Inc, with its office at East Grand Forks, Minnesota hereinafter called the "CONTRACTOR."

The parties hereto, in consideration of the mutual agreement contained, mutually undertake, promise, and agree for themselves, their respective representatives, successors, and assigns, as follows:

ARTICLE I

The Contractor shall furnish the materials and perform the work for Cell 2 Construction–LF 2024-001 Project for the City of Bismarck, Burleigh County, North Dakota, in strict accord with the agreement as herein defined.

ARTICLE II

The following shall be deemed a part of this agreement:

1. The proposal for bids, instructions to bidders, and requirements for bidders;
2. The bid of the Contractor;
3. The Agreement;
4. The general provisions;
5. The specifications;
6. The contract drawings;
7. The bid bond, performance, and payment bonds and maintenance bond, if any;
8. Certificate of Insurance;
9. All addenda issued by the engineers prior to receipt of bids;
10. Notice of award;
11. Resolution of City awarding the bid;
12. All provisions required by law to be inserted in this contract whether actually inserted or not.

All of the above taken as a whole shall constitute the agreement documents.

ARTICLE III

The City agrees to pay the Contractor for the performance of this Agreement according to the schedule of approximate quantities, the aggregate of which is estimated to be

approximately \$4,463,966.67. Payments are to be made as per specifications upon presentation of the proper certification of the Engineer or his representative and by the terms of this agreement. (Please see attachment.)

ARTICLE IV

All provisions of the contract relating to time of performance and completion of the work are of the essence of this contract. Accordingly the Contractor shall begin work on a date to be specified in a written order from the Board of City Commissioners and shall fully and entirely perform this contract, and all work incidental thereto; and all work completed no later than June 30, 2025. All intermediate completion dates specified in the proposal shall also be adhered to.

ARTICLE V

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading demotion or transfer; recruitment or recruitment compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records,

and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VI

During the performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect any damage, loss or injury; and, in the event of such damage, loss or injury, he shall promptly replace or repair such work, whichever the (Engineer) shall determine to be preferable. The obligation to deliver finished work in strict accordance with the contract prior to final acceptance shall be absolute and shall not be affected by the (Engineer's) approval of or failure to prohibit means and methods of construction used by the Contractor.

The Contractor shall be responsible for maintenance and operation of all constructed facilities until final acceptance unless otherwise noted in specifications, notes, or special provisions. This includes locating of contractor constructed underground facilities.

The Contractor must take all reasonable precautions to protect the persons and property of others on or adjacent to the site from damage, loss, or injury resulting from his operations under this contract.

Within three days after notice to him of the happening of any such loss, damage, or injury, the Contractor shall make a full and complete report thereof in writing to the Engineer.

If the persons or property of others on or adjacent to the site sustain loss, damage or injury resulting directly or indirectly from the work of the Contractor, or his subcontractors, in their performance of this contract, or from his or their failure to comply with any of the provisions of this contract or of law, the Contractor shall indemnify and hold the City harmless from any and all claims and judgments for damage and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof.

The Contractor agrees to indemnify and save harmless the City of Bismarck, its appointed and elective officers and employees, from and against all loss or expense, including attorney's fees and costs by reason of liability imposed by law upon the City, its elected or appointed officials or employees for damages because of bodily injury including death at any time resulting therefrom sustained by any person or persons and on account of damage to property including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due to the negligence of the Contractor, his agents or employees, his subcontractors, their employees, City of Bismarck, its appointed or elected officers, employees, or their agents, except only such injury or damage as shall have been occasioned by sole negligence of the City, its appointed or elected officials or employees.

The City may suspend or terminate the Agreement, in whole or in part, and suspend work at any time, re-let work to be completed, or order the reconstruction of any part or all of the work improperly done for improper construction or non-compliance with the terms of the agreement. The decision of the City upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

Whenever the City determines to suspend or terminate any of the provisions of the Agreement or to suspend work, re-let work, or order the reconstruction of any part or all of the work, the City shall promptly notify the Contractor in writing of the determination and the reasons for the action, together with the effective date.

The Contractor shall give preference, pursuant to North Dakota Century Code Subsection 43-07-20, to the employment of bona fide North Dakota residents with preference given first to honorably discharged disabled veterans of the armed forces of the United States, who are deemed to be qualified in the performance of said work. Such preference shall not apply to engineering, superintendence, management, or office or clerical work. Contracts which involve federal aid funds and where a preference or discrimination would be contrary to federal law or regulations shall be exempt from the requirements of this paragraph.

The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

CITY OF BISMARCK
A Municipal Corporation

(SEAL)

President, Board of City Commissioners

Attest: City Administrator

Date Signed

R.J Zavoral & Sons, Inc.

(SEAL)

TITLE:

Attest: _____
TITLE:

Date Signed