

REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT AT-RISK SERVICES

New Bismarck Police Headquarters

4:00 PM CT MARCH 20, 2026

Attention: Steve Salwei – City of Bismarck

601 S 26th Street

PO Box 5503

Bismarck, ND 58506-5503

Telephone: 701-355-1700 Option 3

Email: pwservice@bismarcknd.gov

REQUEST FOR PROPOSAL (RFP)
FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR NEW BISMARCK POLICE HEADQUARTERS

Selection committee: City Administrator - Jason Tomanek, Eric Hoffer - JLG Architects, Public Works Service Operations Director - Steve Salwei, Brian Eiseman - Stoneshire Builders.

The City of Bismarck is seeking proposals from qualified Construction Management firms to provide construction management at-risk services for the construction of a New Police Headquarters for the Bismarck Police Department, to be located in Bismarck, North Dakota. Interested parties must display and demonstrate expertise in the construction of Law Enforcement Facilities, or facilities of similar size and nature.

Firms responding to the Request for Proposal must submit their proposals to Steve Salwei, Public Works Service Operations Director, 601 S 26th St, PO Box 5503, Bismarck, ND 58506-5503 no later than 4:00 PM CT on March 20, 2026. The Request for Proposal, which sets forth the scope of services, the selection process, the required proposal content, the evaluation criteria, and other relevant information is available on the City of Bismarck's website www.bismarcknd.gov or by contacting Steve Salwei at pwservice@bismarcknd.gov or at 701.355.1700 Option 3. All phone requests must be followed by a written request to the address listed above.



Steve Salwei, P.E. Public Works Service Operations

1. INTRODUCTION:

The Bismarck Police Headquarters has been in its current location, 700 South 9th Street, Bismarck, ND, for over 46 years, and they have physically outgrown their existing facility. The Police Department currently has a total of 167 authorized staff of which 136 are sworn officers. All these personnel are currently working out of this facility. The City recently purchased 9.8 acres of land for the construction of a new Police Headquarters at 2705 Valley Forge Street, Bismarck, ND.

The selected Construction Manager at Risk (CMAR) will be expected to collaborate with the City of Bismarck and the project architect to manage the overall project schedule. The preconstruction phases are scheduled for completion by February 2027. Construction is anticipated to commence in the second quarter of 2027, with anticipated completion within 18 to 24 months.

2. SCOPE OF CMAR SERVICES:

- a. Develop detailed cost estimates for all phases based on Architectural and Engineering design documents.
- b. Track cost estimates against Owner budgets on an ongoing basis and provide detailed reporting to the Owner and Architect.
- c. Provide constructability recommendations and input throughout the design phases based on Architectural design documents.
- d. Attend and participate in design team meetings with Owner, Architect, and Consultants.
- e. Provide a construction schedule throughout design and construction phases. Provide schedule recommendations based on design decisions and project scope and based on current availability of trade contractors, long lead time items, etc.
- f. Provide services for the City of Bismarck that include advertisement of the project, securing public bids, analyzing bid results, and furnishing recommendations of award of contracts in alignment with local, state and federal laws and requirements.
- g. Provide full and detailed records and accounts related to the project with accounting and controls systems satisfactory to the owner.
- h. Provide the owner, and the owner's agents, the ability to audit all documentation for the project, including but not limited to accounting entries, job cost reports, correspondence, subcontracts, subcontractor proposals, subcontractor invoices, etc.
- i. Provide complete and comprehensive construction phase oversight and administration which shall include on-going, full-time, on-site project supervision, project management and inspection of work, review of submittals and shop drawings, preparation of change orders, process pay requests, final inspections, and project close-out documentation.
- j. Schedule, conduct, and preside over meetings to discuss construction procedures, progress, and scheduling with the Owner, each Contractor, and the

- Architect. The Construction Manager shall prepare agendas, meeting minutes, and promptly distribute such to the Owner, Architect, and all meeting participants.
- k. Coordinate and discuss all contractor change requests and provide recommendations to the Owner concerning the acceptance of change requests to be processed in a change order. Negotiate pricing with contractors, prepare documentation required, and revise project budget and/or schedule to reflect approved change orders.
 - l. The construction manager at risk will be allowed to self-perform construction work but will be required to submit bids for those portions of the work they would like to self-perform 24 hours in advance of receiving subcontractor bids.
 - m. The Construction Manager shall oversee all safety related activities including, but not limited to, conducting safety meetings, performing work site safety assessment inspections, recordkeeping, and pre-construction safety audits.
 - n. Maintain a preliminary total project budget that includes all construction costs, design fees, soft costs, owner costs, FF&E costs, and other sundry costs typical of a capital project of this type. Total project cost will be determined by the Architect and Construction Manager working with the owner; however, the total project cost is proposed to not exceed \$100 million.
 - o. Savings on the Guaranteed Maximum Price (GMP): It is expected that the construction manager will make all effort to find savings within the project during the Preconstruction Phase and explain how savings on the GMP will be accounted for and managed during the entirety of the project. Unused balance of the GMP will be returned to Owner.
 - p. Contract terms will be coordinated with the Owner with the intent that the contract is AIA series A133-2019 Owner-Construction Manager as Constructor Agreement and A201-2017 General Conditions of the Contract for Construction. Please contact the Owner for more information.
 - q. Services required from all subcontractors for the Construction Phase of the project will be procured through a public advertisement and competitive bid selection process. The construction manager at-risk shall evaluate the bids and determine which is the most responsible. The construction manager shall include a procurement plan (list of work packages and recommended subcontractors), complete with all funding, advertisements and subcontractor out-reach requirements. The construction manager shall submit the procurement plan to the City of Bismarck representative and Architect for review. The City may influence the selection of the subcontractors, but only insofar as the City's past experience with a subcontractor or a current legal dispute with a subcontractor. Subcontractors will be presented in an open book bid format that will be reviewed by the City.

3. SUBMITTAL REQUIREMENTS:

The City of Bismarck requests the following information be submitted within an 8.5 x 11-inch digital document for use in selecting a Construction Manager at Risk.

- a. Format: Submittals should not exceed 25 pages, excluding the front and back covers, section dividers, cover letter, fee and expenses proposal. A digital document using 8.5" x 11" portrait orientation shall include the following in the sequence as follows:
- b. Cover letter of Interest:
 - i. A summary of the firm's interest in the project and summary of unique qualifications for this project.
 - ii. Acknowledgement of receipt of RFP addenda, if any.
- c. Project Experience:
 - i. Each firm shall supply project name, size, cost, and schedule for a minimum of three comparable projects based on total project cost, function, and typical construction methods. Reference information shall also be included. Note the percentage of work self-performed by your company.
- d. Ability of Key Personnel:
 - i. **Obligation to Keep Project Team Intact:** The company is advised that all Key Personnel included in the submittal and agreed upon with the Owner shall remain on the Project Team for the duration of the Projects. Key Personnel are committed to the Project. If extraordinary circumstances require a change, the proposed personnel replacement must be submitted in writing to the Owner's representative, who reserves the right to authorize the change, recognizing that certain circumstances may occur that are beyond the company's control.
 - ii. Provide resumes of the key personnel assigned to the project. This should include their position, office location, experience, expertise and similar projects they have worked on. Include which phase of the process they will be participating in. Indicate the person that will serve as point of contact for all matters relating to management of contract. Include proposed project organizational chart.
 - iii. A description of the company's philosophy and methods for managing project schedules and budgets using a collaborative approach to design and construction.
 - iv. List the categories of work that your organization typically self-performs.
 - v. Identify the full legal name of your organization. Include the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.
- e. Current and Projected Workload:
 - i. State your organization's total dollar value of work currently under contract. Include your organization's average annual dollar value of construction work performed during the last five years.

- ii. Submit a list of current and projected projects, including timelines and resource allocations, to demonstrate the firm's ability to meet the schedule requirements of this project.
- f. Description of the firm's safety record:
 - i. Provide metrics that summarize the safety record of the firm on past projects during the most recent 3 years. List all safety-related citations and penalties the Contractor's Project Office has received, if any.
 - ii. Include an OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years. This information should be based on the location that will be conducting business for this project.
 - iii. Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.
 - iv. Provide confirmation that your firm has a published Safety Manual and describe your processes for safety compliance with applicable agencies to mitigate risk to employees, subcontractors, visitors, and others during construction.
- g. Compliance with State/Federal Laws
 - i. Include a copy of North Dakota Contractor's License.
 - ii. Attach your current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy. Include your organization ability to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis.
 - 1. The successful Contractor must furnish copies of insurance certificates for coverage, limits dictated by the City of Bismarck, upon signing the contract. The City shall be immediately notified of any cancellation or cessation of insurance coverage. All below dollar values are minimum coverages and shall be in United States dollars.
 - a. The City of Bismarck shall be named as an additional insured and written on the policy for the duration of the contract.
 - b. Waiver of subrogation written on the policy for the duration of the contract.
 - c. Commercial General Liability: \$2,000,000 each occurrence
 - d. Automobile Liability: \$2,000,000 each occurrence and \$500,00 per person.
 - iii. Proof from surety company of your company's bond capacity and single project limits.
 - iv. Most recent certificate of Payment for Workforce Safety Insurance.
 - v. Statement of being an Equal Opportunity Employer.

- vi. Disclose in detail, if applicable, any disputes and disciplinary actions.
- h. Fees and Expenses
 - i. Include a proposed fixed fee for the design & cost estimating phases of the project.
 - ii. Include a proposed fee for the construction phase of the project that is based on a percentage of the total construction costs. The fee shall cover:
 1. Wages or salaries of the CMAR's administrative and supervisory personnel who are stationed at the worksite.
 2. Wages or salaries of the CMAR's administrative and supervisory personnel who are engaged in workshops, visiting factories, or other similar work whereby personnel are travelling away from the CMAR's principal office or work site.
 3. All taxes, benefits (health and other), dues, insurance, contributions, assessments, pensions, holidays, and vacations. This does not apply to those CMAR employees who are self-performing construction of the project but does apply to those supervisory and administrative personnel who are managing any self-performed work.
 4. Bonuses, profit sharing, or any other discretionary payments made to either employees or subcontractors.
 5. Costs for document productions, facsimile transmissions, telephone services (at jobsite or elsewhere), postage and/or parcel delivery, or any petty cash expenses.
 6. Premiums for insurance for this project limited to general liability and worker's compensation.
 7. Expenses incurred by the CMAR for relocation and temporary living allowances for its employees stationed at the site of the work.
 - i. Additional Information will be distributed to requestors if required during the course of advertisement.
 - j. Procedure for Submission:
 - i. Firms wishing to be considered shall submit one digital and Seven (7) printed copies by 4:00 PM CT on Friday March 20, 2026 to:

Steve Salwei, P.E.
 Public Works Service Operations Director
 City of Bismarck
 601 S 26th St.
 PO Box 5503
 Bismarck, ND 58506-5503
 Telephone: 701-355-1700 Option 3
 Email: pwservice@bismarcknd.gov

4. SELECTION PROCESS:

- a. The selection committee will evaluate submittals and will select based on professional qualifications. The Construction Manager will be awarded this project based on, but not limited to, the following criteria:
 - i. Demonstration of the qualifications contained herein.
 - ii. A favorable qualification response proposal and interview
 - iii. Demonstration of the willingness and ability to work in the City of Bismarck's best interest by providing value engineered cost saving solutions when applicable to the project will also be a favorable consideration for selection.
- b. After evaluating the responses to this RFP, the selection committee will create a short-list of no fewer than three companies that it considers to be the most qualified. If fewer than three proposals were submitted, selection committee may resolicit for qualifications, interview any person that applied, or consider using another allowed delivery method.
- c. After submitting responses to the RFP, the short-listed companies will be interviewed by the selection committee. The purpose of the interview will be to meet the proposed Project team, become familiar with key personnel, and understand the project approach and ability to meet the stated objectives for the Project. The selection committee will notify each short-listed firm to schedule individual times and location for the interviews. It is anticipated that the interviews will be held the week of March 30th to April 3rd.

Terms and Conditions

- a. The City of Bismarck reserves the right to reject any and all responses, and to waive minor irregularities in any response.
- b. The City of Bismarck reserves the right to request clarification of information submitted and to request additional information for any response.
- c. The City of Bismarck reserves the right to award the contract at its sole discretion to the firm determined to be the most qualified. If the City of Bismarck and the selected firm are unable to successfully negotiate and execute a contract within 30 days of this selection, the City reserves the right to negotiate with and award the contract to the next most qualified firm.
- d. The contract resulting from the acceptance of a proposal by the City of Bismarck shall be in a form supplied or approved by the City and shall reflect the specifications in the RFQ. The City reserves the right to reject any contract that does not conform to the specifications contained in this RFQ.
- e. The City of Bismarck shall not be responsible for any costs incurred by the respondent related to preparing, submitting, or presenting its response to the RFQ.

Questions regarding the Request for Proposal should be directed to Steve Salwei, via email.

Scoring Rubric

CRITERIA	WEIGHT
1. Similar Project Experience:	TBD
2. Key Personnel:	TBD
3. Workload & Availability:	TBD
4. Safety Record:	TBD
5. Familiarity with Location:	TBD
6. Fees and Expenses:	TBD
7. Compliance with State/Federal Laws:	TBD