



City of Grand Forks
Staff Report
Committee of the Whole – February 10, 2020
City Council – February 18, 2020

APPROVED & ACCEPTED
by City Council

02/18/2020

Maureen Storstad
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City Auditor

Agenda Item: Engineering Services Agreement for City Project No. 8146 – Hydraulic Analysis of South End Red River Bridge Locations

Submitted by: Engineering Department, Mark S. Walker, PE (Assistant City Engineer)

Staff Recommended Action: **Approve Agreement with KLJ for Engineering Services in the amount of \$95,140 and approve any necessary budget amendment for City Project No. 8146 – Hydraulic Analysis of South End Red River Bridge Locations**

Committee Recommended Action: Referred to City Council with recommendation to approve. Motion carried 5-1, with Weigel dissenting.

Council Action: Motion by Vein, second by Mock to approve. Motion carried 4-2, with Weigel and Sande dissenting.

BACKGROUND:

On October 7, 2019, Grand Forks City Council directed staff to prepare a scope of work and advertise for request for qualifications for a hydraulic study at potential bridge locations located at Elks Drive, 32nd Avenue S, and 47th Avenue S. An advertisement requesting proposals from firms interested in providing construction engineering services for this project was published. A total of 5 firms submitted proposals for the projects and all 5 firms were interviewed by a selection committee consisting of GF City Council President Dana Sande, EGF City Council President Mark Olstad, EGF Public Works Director Jason Stordahl, and GF Assistant City Engineer Mark Walker. The selection committee ranked the firms according to their qualifications and the firm of KLJ was ranked as the most qualified for the work. A scope and fee was then negotiated.

The Grand Forks/East Grand Forks Metropolitan Planning Organization (MPO) has been discussing potential future bridge locations including reviewing draft scope of work for a bridge feasibility study. The first step in this proposed study was a hydraulic analysis; however, the Federal Highway Administration (FHWA) and the North Dakota Department of Transportation (NDDOT) have indicated that the hydraulic analysis portion of the scope of work would not be eligible for planning funding.

A MPO staff report indicated that MPO staff met with MPO City Council member Representatives and City Administrators and recommended separating the ineligible work from the MPO planning work. Those in attendance agreed that this was a good concept to pursue, and the general plan of action was for the two cities to split the cost of Elks Drive and 32nd Avenue S study locations, with the 47th Avenue S being fully funded by Grand Forks.

ANALYSIS AND FINDINGS OF FACT:

- Agreement will be based on an hourly not-to-exceed contract amount.
- On the basis of a total project cost of \$95,140 for the three sites and East Grand Forks funding 50% of the Elks Drive and 32nd Avenue S sites, the estimated cost share for East Grand Forks is \$31,713.
- On the basis of Grand Forks funding the remaining 50% of the Elks Drive and 32nd Avenue S sites and 100% of the 47th Avenue S site, the cost share for Grand Forks is \$63,427.
- Funding for the Grand Forks share of this Agreement will come from the Street/Infrastructure Fund 4815.
- The study will analyze the hydraulic impacts on a bridge at each of the three locations and determine what mitigation will be necessary to prevent an increase in the water surface elevation caused by the placement of the bridge and approaching roadways.
- At each of the three locations, a low level, mid-level, and high level bridge will be analyzed for a total of 9 different options.
- Mitigation will likely consist of excavating a wider channel near the bridge site to compensate for any blocked flow area blocked by the bridge structure and the approaching roadways.
- Work of the project will also include a preliminary layout of bridge and roadway alignments and very preliminary comparative cost estimates of each of the 9 different options.
- Additional analysis of alternate sites, alternate bridge height, alternate alignment, geotechnical evaluation, more detailed cost estimating, etc. could be completed as part of this project but would require an amendment to the contract price.

SUPPORT MATERIALS:

- Cover Sheet of Proposed Agreement (1 page)

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 27, 2020 (“Effective Date”) between
City of Grand Forks, 255 North Fourth Street, Grand Forks, ND 58206-5200 (“Owner”) and
Kadmas, Lee & Jackson, Inc., 4585 Coleman Street, Bismarck, ND 58503 (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Project #8146 – Hydraulic Analysis of South End Red River Bridge Locations.
 (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Develop conceptual road and bridge designs and perform hydraulic analysis of potential Red River Crossings at Elks Drive, 32nd Avenue South and 47th Avenue South at low, medium and high elevations for a total of nine alternatives. Results of the analysis will be presented in a Preliminary Engineering Report.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;