

RESOLUTION NO. R-021- 054

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LONE TREE AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING FINANCIAL CONTRIBUTION FOR THE C-470 TRAIL OVER ACRES
GREEN BIKE / PEDESTRIAN BRIDGE PROJECT, DOUGLAS COUNTY PROJECT
NO. CI 2019-013.

WHEREAS, the Board of County Commissioners of the County of Douglas (the "County") and the City of Lone Tree (the "City"), desire to execute an intergovernmental agreement regarding financial contribution for the C-470 Trail over Acres Green Bike / Pedestrian Bridge Project; and

WHEREAS, the County is willing to enter such amendment with the City in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; and

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the intergovernmental agreement between the Board of County Commissioners of the County of Douglas and the City of Lone Tree, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 11th day of May, **2021**, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY:

DocuSigned by:

George P. Teal

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GEORGE TEAL, Chair

ATTEST:

DocuSigned by:

Kristin Randlett

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KRISTIN RANDLETT, Clerk to the Board

DocuSigned by:



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LONE TREE AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING A FINANCIAL CONTRIBUTION FOR PRE-CONSTRUCTION
ACTIVITIES RELATED TO THE I-25 / LINCOLN AVENUE TRAFFIC AND
MOBILITY IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, **2021** by and between the City of Lone Tree, Colorado, a Colorado home rule municipality (the "**City**"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "**County**"), hereinafter collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Parties are legally empowered under Sections 29-1-201 *et seq.*, C.R.S., to enter into this Agreement; and

WHEREAS, the City is planning to design and construct long-term traffic and mobility improvements for a portion of Lincoln Avenue located within the City, including improvements for the Lincoln Avenue and Interstate 25 interchange (the "**Project**"); and

WHEREAS, the City and the County desire to cooperate in advancing pre-construction activities ("**Pre-Construction Activities**"), as described in more detail in **Exhibit A**, associated with the **Project**; and

WHEREAS, the Parties agree to share in the cost of the **Pre-Construction Activities** for the **Project**, which includes but is not limited to costs for the following tasks: public outreach, surveying, traffic modeling, alternative screening analysis, selecting a preferred alternative and completing the National Environmental Policy Act (NEPA) environmental clearance process, preparing construction cost estimate, conducting a detailed subsurface utility engineering investigation, and completing preliminary plans (30% complete plans); and

WHEREAS, the City is responsible for managing all **Pre-Construction Activities** associated with the **Project**, and agrees to continue to cooperate with the County on selecting a long term transportation solution for the Project during the **Pre-Construction Activities**; and

WHEREAS, the City is responsible for securing all funding for the **Pre-Construction Activities**, except for the County’s contribution as set forth in this Agreement; and

WHEREAS, through the Transportation Improvement Program project selection process for the Douglas County Subregion Transportation Forum, the Denver Regional Council of Governments (“DRCOG”) selected this **Project** to receive one million two

hundred fifty dollars and no cents (**\$1,250,000.00**) in federal funds to provide partial funding for the **Pre-Construction Activities**; and

WHEREAS, both the City and the County previously indicated their willingness to each contribute **\$1,250,000.00** to advance the **Pre-Construction Activities** at the time the City submitted an application to DRCOG; and

WHEREAS, the Parties anticipate DRCOG will likely allocate an additional two hundred fifty thousand dollars and no cents (**\$250,000.00**) in federal funds for the **Project**, resulting a new total federal contribution of one million five hundred thousand dollars and no cents (**\$1,500,000.00**) and which will allow the City, in its discretion, to set aside **\$250,000.00** as a **Project** contingency; and

WHEREAS, in addition to providing technical support, the County's only other responsibility is to contribute one million two hundred fifty thousand dollars and no cents (**\$1,250,000.00**) for funding a portion of the cost for the **Pre-Construction Activities** as identified in **Section 4** of this Agreement; and

WHEREAS, by separate agreement, the Parties may memorialize their respective contributions to advance additional portions of the **Project**, including but not limited to final design, right-of-way acquisition, utility relocations and construction of improvements for the **Project**, in the future.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon execution by both Parties and shall continue until twelve (12) months following completion of the **Pre-Construction Activities**.
3. **City Responsibilities and Contribution.**

The Parties have estimated that the cost of the **Pre-Construction Activities** will not exceed **Four Million Dollars and No Cents (\$4,000,000.00)**, which includes the City's discretionary **\$250,000.00** contingency, hereinafter referred to as the "**Project Pre-Construction Cost Estimate**".

It is anticipated that the City's contribution for the **Pre-Construction Activities** will be **One Million Dollars and No Cents (\$1,000,000.00)**; and at the sole discretion of the City, it may elect to set aside **Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00)** as a **Project** contingency for the **Pre-Construction Activities**. The City

agrees to manage all aspects of the **Pre-Construction Activities**. Except as expressly provided in **Section 4**, the City shall be responsible for paying for all costs for the **Pre-Construction Activities**, including any cost in excess of the **Project Pre-Construction Cost Estimate**. Additionally, the City is responsible for the completion of the **Pre-Construction Activities** identified in **Exhibit A**.

The City agrees to provide the County with copies of the applicable professional services contracts associated with the **Pre-Construction Activities** for the **Project**. Once the City has determined to award a contract for the **Pre-Construction Activities**, the City shall submit an invoice to Douglas County Public Works Engineering (attention Ashley Pennick), requesting full payment of the **County Contribution**, as defined below, from the County; and such invoice shall include a statement that the City has finalized the scope and fee for the contract(s) for the **Pre-Construction Activities** and stipulate the amount the City plans to award to the contractor(s).

4. **County Responsibilities and Contribution.**

The County agrees to provide the City with a lump sum payment not to exceed **One Million Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00)**, referred to herein as the “**County Contribution**,” for the sole purpose of contributing funds to advance the **Pre-Construction Activities** as identified in the awarded contract for such **Pre-Construction Activities** and in accordance with scope of work described in **Exhibit A** attached hereto. In no event will the County be liable for paying the City any amount in excess of the **County Contribution**, including for any unforeseen costs or claims related to the **Pre-Construction Activities**.

The County shall pay the **County Contribution** to the City within thirty (30) days after the County has received a written invoice from the City associated with the award of a contract for the **Pre-Construction Activities**. The **County Contribution** shall be used by the City solely for the **Pre-Construction Activities**. The City will not use the **County Contribution** for any other purpose unless agreed to by both Parties by executing a formal written contract amendment.

If any of the **County Contribution** is not used within thirty-six (36) months of being paid to the City, then the City shall notify the County; and the County may request any unused portion of the **County Contribution** be returned to the County with sixty (60) days’ of written notice. Under this provision, any amount the City desires to retain (not refunded to the County), shall be detailed in a written request and presented by the City for the County’s consideration. Said request shall include copies of applicable supporting documentation justifying why the unused funds are still needed for additional **Pre-Construction Activities** costs. The County will determine in its sole discretion if the City may retain such funds.

5. **Time of Performance.** Upon execution of this Agreement by both Parties, the City shall diligently pursue award of a contract for the completion of the **Pre-**

Construction Activities. Currently, the City anticipates that the **Pre-Construction Activities** will be substantially completed on or before **December 31, 2023**.

6. **Remedies.** The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in **Section 4** of this Agreement in the event of a default by the other Party. In the event that the **Pre-Construction Activities** do not commence before **March 31, 2022**, unless an extension is agreed to in writing by both Parties prior to **March 15, 2022**, the County may terminate this Agreement and the City will give a full refund of any **County Contribution** received. This Section shall survive the termination of this Agreement.

7. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Lone Tree: City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, Colorado 80124
Attention: Seth Hoffman, City Manager
Seth.hoffman@cityoflonetree.com

With a copy to: Michow Cox & McAskin LLP
Attn: Lone Tree City Attorney
6530 S. Yosemite Street, Ste 200
Greenwood Village, Colorado 80111

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Douglas J. DeBord, County Manager
DDebord@douglas.co.us

With an electronic copy sent to attorney@douglas.co.us

8. **Appropriation.** Pursuant to section 29-1-110, C.R.S., any financial obligations of the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

9. **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

10. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

11. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

12. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

13. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and the City, its council members, officials, officers, directors, agents and employees, are relying on and do not waive or intend to waive by any provisions of this Agreement the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the City.

14. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

15. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

16. **Modification.** This Agreement may only be modified upon written agreement signed by the Parties.

17. **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

18. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

19. **Survival.** Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

20. **Agreement Controls.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

21. **Force Majeure.** Neither the County nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

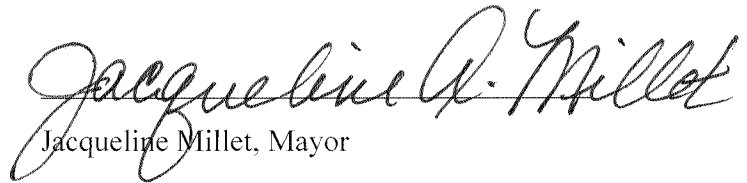
22. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Lone Tree and the County and bind their respective entities.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.


[signature page follows]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

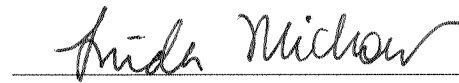
CITY OF LONE TREE, COLORADO


Jacqueline Millet, Mayor

ATTEST:


Jay Robb, City Clerk

APPROVED AS TO FORM:


City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

Lora L. Thomas, Chair

ATTEST:

Kristin Randlett,
Clerk to the Board

APPROVED AS TO CONTENT:

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

Chris Pratt,
Senior Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland,
Director of Finance

Exhibit A

Pre-Construction Activities Scope of Work

I-25 / Lincoln Avenue Traffic & Mobility Improvements Project

The scope of work associated with the **Pre-Construction Activities** for this **Project** shall be consistent with the information that appears in the Final Request for Proposals issued by the City for the **Pre-Construction Activities**, (as amended); and in accordance with the final scope of work determined by the City and the County which is negotiated with the consultant team selected and awarded a contract with the City.

Background Information and Elements of the Scope of Work

The I-25 / Lincoln Avenue Traffic & Mobility Improvements Project, is being initiated by the local agencies; and purposes of this **Pre-Construction Activities** study are to develop a long-term vision for the Lincoln / I-25 interchange and the portion of the Lincoln Avenue Corridor between Park Meadows Drive and Oswego Street. In order to construct improvements for this corridor, the local agencies envision the need to conduct a robust public outreach plan, collect extensive data for the project, provide updated traffic modeling for 2050; complete a detailed alternatives screening analysis, complete the NEPA process for recommended alternative; and prepare preliminary plans for the **Project**.

Furthermore, as part of this **Project** progresses, the purpose and need will be finalized and used to clearly identify the long-term safety and mobility needs for this segment of Lincoln Avenue, which includes improvements at the I-25 Interchange, the nearby local intersections, and incorporates other improvements that enhance multi-modal opportunities, identifies environmental impacts and proposes appropriate mitigation that will address both the regional and local community needs.

The objective of the **Pre-Construction Activities** is to identify a preferred design alternative that will improve safety, reduce congestion, improve operations at the I-25 Interchange and on Lincoln Avenue for all modes of transportation; and in order to implement a variety of multi-modal solutions it will require incorporating meaningful bicycle, pedestrian and transit elements to achieve this objective. In addition to congestion, currently there is poor connectivity for bicyclists and pedestrians along this segment of Lincoln Avenue and there is limited access for these modes of transportation between the communities of Parker, Lone Tree, Highlands Ranch, and with the Meridian Business Park and proposed RidgeGate East development that is located east of I-25 and south of Lincoln Avenue. The local agencies anticipate the need for rebuilding the I-25 Interchange and a segment of Lincoln Avenue, and it is paramount that we integrate as many critical Transportation Demand Management (TDM) components as possible that will have a good

return on our investment both initially as well as in the future and ensuring that the preferred alternative will readily accommodate future TDM elements.

Both the Lincoln Avenue and I-25 corridors are critical elements to the regional transportation network and maintaining a reliable network is paramount not only to Douglas County and the City of Lone Tree but also to the numerous other constituents that utilize Lincoln Avenue and the I-25 corridors on regular basis. The proposed improvements associated with the **Project** will need to benefit existing and future residents and businesses within Lone Tree, Highlands Ranch, Meridian Business Park, RidgeGate East and the Town of Parker. Lincoln Avenue is a critical regional principal arterial roadway and it accommodates commuters traveling to and from such places as Aurora, Castle Pines, Castle Rock, Centennial, Englewood, Littleton, Highlands Ranch and numerous other places located in unincorporated Arapahoe, Elbert and Douglas Counties.

Potential traffic and mobility improvements to Lincoln Avenue need to include design alternatives from and including the intersection of Lincoln Avenue and Park Meadows Drive (western project limits) to the intersection of Lincoln Avenue and Oswego Street (eastern project limits). Additionally, when the **Pre-Construction Activities** consultant is evaluating the impacts on I-25, they shall evaluate the C470/E470 interchange complex and the I-25/RidgeGate interchange; and take into consideration the finding of the recent I-25 PEL Study between Monument and C-470.

The results of the proposed **Pre-Construction Activities** will provide a guide for needed improvements to the subject corridor to address existing and future multi-modal traffic demands that will occur as a result of currently planned and future residential and business development in the immediate area and other subregions. In recent years there have been long backups and traffic delays during peak times. The anticipated improvements resulting from the proposed **Pre-Construction Activities** study will need to greatly improve mobility through 2050, while reducing congestion thereby reducing associated delay costs as well as capacity related crashes. Having reviewed DRCOG's 2016 volumes, V/C ratios, person delay calculations, we anticipate that the proposed recommendations will greatly reduce congestion and delay to all modes of transportation along the Lincoln corridor and at the I-25 Interchange, especially when taking into consideration anticipated future growth.

Due to the proximity of the Havana Street intersection, the **Pre-Construction Activities** study will also evaluate the potential for a grade separation of Lincoln Avenue and Havana Street (but only for those alternatives that accommodate depressing Lincoln Avenue under Havana Street as it is extended to the south of Lincoln Avenue in the future). The same level of alternative analysis as the I-25 interchange shall be conducted for this location and the alternatives at each location shall be paired to ensure compatibility. The alternative development process shall include evaluation for all modes and estimate the vehicular, bicycle, and pedestrian traffic. Furthermore, the **Pre-Construction Activities** consultant should develop alternatives that potentially allow the proposed Havana / Lincoln grade

separation to move forward in advance or independent of reconstructing the I-25 Interchange.

Additionally, proposed improvements should focus on completing missing links in the pedestrian / bicycle facilities on the south side of Lincoln Avenue; and improving connectivity between places of employment and transit; and develop concepts to provide a pedestrian / bicycle grade separation over or under Lincoln Avenue at either Havana Street or nearby natural drainage channel. The project will improve transportation safety and security by providing additional pedestrian sidewalks and consider utilizing a separate path for bicyclists who currently have to travel on Lincoln Avenue that doesn't presently have shoulders (on-street bike lanes) or travel on the sidewalk with pedestrians.

This **Project** will provide more options for pedestrians and access options for bicyclists in the immediate area and along Lincoln Avenue. The study area is within 1/2 mile of three RTD stations and currently the only express bus line service is from Parker to Denver with limited stops along Lincoln Avenue. The consultant who completes the **Pre-Construction Activities** should develop corridor improvements that will accommodate a future BRT route along Lincoln Avenue, which extends from west of Highlands Ranch to northeast of Parker. In addition to RTD's long-term plans to add BRT along Lincoln, DRCOG 2050 long-term planning documents shows future BRT concepts along Mainstreet/ RidgeGate (between Parker and Lone Tree) as well as future BRT connections south of RidgeGate into the City of Castle Pines. As part of the **Pre-Construction Activities** study, the local agencies hope to be able to better estimate pedestrian and bicycle usage in the area. Lincoln Avenue is one of three primary East/West connectors between the areas of Highlands Ranch, Lone Tree, Meridian Business Park, and Parker. Multi-modal improvements to Lincoln Avenue should help to better distribute trips in north central Douglas County and provide viable alternatives for those currently utilizing Ridgeway Parkway or C-470/E-470 when traveling east-west.

Lincoln Avenue is a major principal arterial providing connectivity and access for several existing and several proposed housing, businesses, and commercial developments within north-central Douglas County. It is one of the two non-tolled east-west connecting roadways between Highlands Ranch and Parker within Douglas County. High density residential and commercial areas are planned on the east side of I-25 and the proposed **Pre-Construction Activities** will provide a guide for needed improvements to facilitate traffic flow and provide pedestrian and bicycle improved access opportunities. The planned developments in Meridian and RidgeGate East will generate additional traffic on Lincoln Avenue and, as a result, design and access decisions within the project limits will need to be finalized for this segment of Lincoln Avenue in order to determine what transportation improvements can be implemented and how the proposed improvements will ultimately perform to accommodate continued anticipated growth in this part of the County.

Additionally, the results of the findings from the **Pre-Construction Activities** will need to be implemented in order to improve mobility and alleviate congestion in this heavily traveled area as additional high-density development increases in the adjoining areas. The

outcomes of the **Pre-Construction Activities** will also provide a guide to constructing pedestrian and bicycle access paths along Lincoln Avenue and connect high density residential areas to commercial areas, a nearby hospital, RTD facilities and the future City Center planned within Lone Tree. Furthermore, **Pre-Construction Activities** shall include an evaluation of the need for a grade separation (on the east side of I-25) for pedestrian and bicycle users wanting to avoid crossing Lincoln Avenue at grade as well as identify enhancements to the existing corridor that can improve the safety and comfort of all users.

The **Pre-Construction Activities** will include evaluating pedestrian and bicycle access to open areas and parks planned on the East side of I-25 that eventually connect to the Regional East-West Trail. The purpose of advancing this task is to ensure the proposed interchange and corridor improvements are compatible with the long-term trail system for bicycles and pedestrians. Furthermore, the consultant completing the **Pre-Construction Activities** should consider utilizing some of the proposed adjacent trail infrastructure in lieu of building new bike/ped improvements on Lincoln Avenue that are more expensive, have more potential for conflicts vehicular traffic and therefore are underutilized because the trail elements better service the public needs.

There are currently no pedestrian and bicycle facilities constructed that would connect the high-density residential areas to the proposed parks and open space in the project area. I-25 provides a physical barrier to any regional trail connection from either side of the highway. Included with the **Pre-Construction Activities** study, the direct impact on providing a safe, efficient trail system through suitable sidewalks and dedicated bike paths will enable connections between regional trails and greenways located on either side of I-25. Currently there is a pedestrian sidewalk on the North side of Lincoln Avenue only and no dedicated bicycle paths. The proposed **Pre-Construction Activities** study would include evaluation of pedestrian sidewalks on both sides of Lincoln Avenue and adding dedicated, separated bicycle path, which may require its own separate structure to cross I-25 and / or Lincoln Avenue, and these separate structures could be both more cost-effective and preferred over crossing at busy intersections that introduce more potential conflicts with vehicular traffic.

The purpose of this scope of work for the **Pre-Construction Activities** is to complete the NEPA process and the preliminary design (30% complete plans) which are the next steps needed to advance constructing the proposed improvements in the next 5 to 7 years. The scope of work for the **Pre-Construction Activities** will include completing necessary data collection, utilizing updated traffic modeling, perform the alternatives screening analysis before recommending a preferred alternative to carry forward to complete the applicable NEPA decision documents and this effort includes extensive public outreach.

During Phase 1, the **Pre-Construction Activities** consultant selected should determine the appropriate level of conceptual design needed for various alternatives identified in the level 1 and level 2 alternatives screening process. For level 3 alternatives screening analysis, the **Pre-Construction Activities** consultant selected should assume developing two (2) or three (3) alternatives to evaluate their impacts in more detail and taking into consideration

the appropriate level of conceptual costs for these alternatives. Once the level 3 screening analysis has been completed, the local agencies anticipate only the recommended alternative will be advanced to 15% complete plans and cost estimates, which will be carried forwarded into NEPA and will become the preferred build alternative. During Phase 2, the **Pre-Construction Activities** consultant selected shall complete the preliminary plans (30% complete plans) for the preferred alternative (approved through the NEPA decision document process). Although the final design is not part of the initial contract, the local agencies have the option to retaining the **Pre-Construction Activities** consultant selected to perform final design, via a formal contract amendment or by a separate contract.