

RESOLUTION NO. 2026-09
OF THE FRONT RANGE PASSENGER RAIL DISTRICT
APPROVING TASK ORDER NO. 2 FOR PROFESSIONAL SERVICES
WITH PROXIMITY GREEN, LLC

WHEREAS, pursuant to Section 32-22-101, *et seq.*, C.R.S. (the “Act”), the Front Range Passenger Rail District (the “District”) was established as a body politic and corporate and a political subdivision of the state to research, develop, construct, operate, and maintain an interconnected passenger rail system within the front range that is competitive in terms of travel time for comparable trips with other modes of surface transportation; and

WHEREAS, except as otherwise specifically provided, the Board of Directors of the District (the “Board”) exercises and performs all powers, privileges, and duties vested in or imposed upon the District in the Act; and

WHEREAS, Section 32-22-105(2)(d), C.R.S., authorizes the Board to pass resolutions necessary for the government and management of the affairs of the District and the execution of the District’s powers and duties; and

WHEREAS, Section 32-22-105(2)(g)-(h), C.R.S., authorizes the Board to appoint, hire, and retain engineers and other professional consultants, and to prescribe methods for the performance or furnishing of labor, materials, or supplies that may be required to carry out the purposes of the Act; and

WHEREAS, the District identified the need to procure the services of consultants to help advance intercity passenger rail service along Colorado’s Front Range and implement Phase 1 of its Ballot Access Plan; and

WHEREAS, the District entered a Contract for Professional Services with Proximity Green, LLC (“Proximity Green”) to provide station area planning assessment, urban planning and design, built environment analysis, and multi-jurisdictional coordination focused on land use, placemaking, and community-scale planning services for the District (the “Contract”); and

WHEREAS, pursuant to the Contract, the District issued Task Order No. 1 with Proximity Green to provide for station area planning services for up to approximately fourteen (14) station areas, including assessment of station area readiness, support for transit-oriented development (TOD), first-mile/last-mile connectivity, walkability, and station-area commercial activation, as well as the development and leadership of clear, non-technical station area graphics illustrating these concepts for community-facing and public-facing use, for a performance period through April 30, 2026; and

WHEREAS, the Board desires for the District to issue a second Task Order (“Task Order No. 2”) to Proximity Green to perform certain services described in Task Order No. 2 attached as **Exhibit A**; and

WHEREAS, pursuant to the District’s *Procurement and Purchasing Policy for Goods and Services*, dated April 21, 2023, the Board’s Finance Committee must approve a District

contract of more than \$20,000 but less than \$150,000 and refer it to the Board for ratification at a following Board meeting; and

WHEREAS, the Finance Committee reviewed and approved Task Order No. 2; and

WHEREAS, the Board now desires to authorize the execution of Task Order No. 2 and the appropriation of District funds therefor.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the Board hereby approves Task Order No. 2; authorizes the expenditure of funds for the purposes set forth in Task Order No. 2 in an amount not to exceed the maximum set forth therein; and authorizes the General Manager to execute Task Order No. 2 in substantially the form presented, with such non-material modifications as may be approved by the General Manager and District's legal counsel.

APPROVED this 24th day of April 2026.


Chair

ATTEST:

Joan Peck
Secretary

*Front Range Passenger Rail District
Resolution No. 2026-09
Exhibit A*

EXHIBIT A

**Task Order No. 2 –
Contract for Professional Services
with Proximity Green**

[See attached.]

CONTRACT FOR SERVICES

This contract for services (the “Contract”) is made and entered into as of April 29, 2026, by and between Proximity Green, LLC (the “Consultant”) and the Front Range Passenger Rail District, a body politic and corporate and a political subdivision of the State of Colorado (the “District”) (each individually referred to herein as a “party” and collectively as the “parties”).

RECITALS

WHEREAS, pursuant to Section 32-22-101, et seq., C.R.S. (the “Act”), the District was established to research, develop, construct, operate, and maintain an interconnected passenger rail system within the front range that is competitive in terms of travel time for comparable trips with other modes of surface transportation; and

WHEREAS, except as otherwise specifically provided, the Board of Directors of the District (the “Board”) exercises and performs all powers, privileges, and duties vested in or imposed upon the District in the Act; and

WHEREAS, pursuant to Section 32-22-105(2)(g)-(h), C.R.S., the Board is further authorized to appoint, hire, and retain professional consultants; to prescribe methods for the letting of contracts for labor, materials, or supplies; and to prescribe methods for the performance or furnishing of labor, materials, or supplies that may be required to carry out the purposes of the Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Consultant and the District hereby agree as follows:

TERMS AND CONDITIONS

1. Scope of Services

- a. The Consultant shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”) in a professional manner, using the degree of skill and knowledge customarily employed by other professionals performing similar services.
- b. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Contract and terms set forth in Exhibit A, the terms in the body of this Contract shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Contract (including Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board.

2. Period of Services; Suspension; Termination

- a. The period for providing the Services and deliverables under this Contract shall commence on May 1, 2026 (the “Effective Date”), and continue through December 31, 2026.
- b. The Consultant and District agree that either party may terminate the contract without cause after a 15-day advance notice from the other to allow for a wind-down of services and transition of work. Any compensation amounts for a given month shall be prorated to the effective date of the termination.

- c. The District may suspend or pause the Services, in whole or in part, at any time if sufficient funding is not secured or appropriated to support continuation of the Services. In such event, the District shall provide written notice to Consultant of such suspension. Consultant shall promptly wind-down work upon receipt of such notice and provide an invoice for all Services provided prior to suspension of the Services. The District will compensate Consultant for all Services provided prior to suspension. Any suspension of services for 15-days or more shall be deemed a termination unless the parties agree otherwise in writing.

3. Compensation

The District will pay Consultant in the amount set forth in Exhibit A. This sum shall compensate Consultant for the performance of all the Services, excepting any additional Services requested in accordance with Section 5 of this Contract.

4. Payment and Invoicing

- a. Unless otherwise provided for in Exhibit A, payment shall be made within 30 days following the receipt of an invoice by the District (“Due Date”), provided that the District receives such invoice before the regular monthly draw date (which date is the 15th day of each month unless Consultant receives written notice from the District of any change to that date). Consultant shall submit invoices each month to fronrangeprd@bill.com, with a copy to procurement@frprdistrct.com.
- b. If the District objects to any invoice submitted by Consultant, the District shall so advise Consultant in writing giving reasons therefore. If any invoice submitted by Consultant is disputed by the District, only that portion so disputed may be withheld from payment, and the remainder shall be payable within the timeframe set forth in this Section 4. Any Consultant travel will be pre-approved by the District and will be separately invoiced for reimbursement within 30 days of associated travel.

5. Additional Services by Task Order

Any additional Services to be provided by Consultant not set forth in Exhibit A will only be performed pursuant to written directives from the District to the Consultant (each, a “Task Order”), which provide a detailed description of either the specific additional Services or tasks to be performed, the personnel to be assigned, the time frame for the subject Services to be performed, and the amount Consultant will be compensated for such additional Services, together with such other terms and conditions as the District may require. Task Orders will be effective only if in writing and signed by the District and Consultant. Any Task Order so executed shall constitute an amendment pursuant to Section 14 of this Contract.

6. Annual Appropriation

Notwithstanding anything to the contrary contained in this Contract, the District shall have no obligations under this Contract after, nor shall any payments be made to Consultant in respect of any period after December 31 of any year, without an appropriation therefor by the District in accordance with a budget adopted by the Board in compliance with the Local Government Budget Law (Section 29-1-101, et seq., C.R.S.) and Article X, Section 20 of the Colorado Constitution (“TABOR”).

7. Consultant Personnel

Consultant shall make available professionals of recognized experience and qualifications to work on

this matter. Consultant represents that at all times in the performance of the Services, Consultant's personnel shall comply with any and all applicable laws, codes, rules, and regulations. The Consultant understands and acknowledges that the District, its Board, and employees are subject to Colorado's Fair Campaign Practices Act, TABOR, and the Uniform Election Code of 1992.

8. Insurance

- a. Consultant shall carry and maintain (unless otherwise specified) during the term of this Contract:
 - (i) commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability, with minimum limits of \$1,000,000 (each occurrence), \$1,000,000 (general aggregate), \$1,000,000 (products and completed operations aggregate), and \$10,000 (any one fire); and
 - (ii) workers' compensation insurance as required by Colorado law, during the term of this Contract.
- b. Consultant and its employees do not anticipate operating any automobiles (whether owned, non-owned, or hired) in the performance of the Services under this Contract. Prior to operating any automobiles in the performance of Services, Consultant shall be required to provide evidence of business automobile liability insurance with a minimum limit of \$1,000,000 each accident (combined single limit). The District and the State of Colorado shall be named as additional insured on all commercial general liability policies.
- c. Consultant's coverages shall be primary over any insurance or self-insurance program carried by District or the State of Colorado
- d. Consultant's insurance policies shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against District or the State of Colorado, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- e. Consultant shall provide to the District certificates evidencing the insurance coverage required in this Contract within 7 business days following the Effective Date.
- f. No later than 15 days before the expiration date of any coverage, Consultant shall deliver to the District certificates of insurance evidencing renewals of coverage.

9. Indemnification

Consultant shall defend, release, indemnify, save, and hold harmless the District, its officers, agents, and employees from and against and all claims, demands, suits, actions, liabilities, costs, expenses, causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, arising out of the acts or omissions of Consultant in its performance under this Contract. This Section 8 shall survive termination of this Contract. Consultant shall not be liable to the District for any consequential damages resulting in any way from the performance of the Services.

10. Relationship of the Parties

Consultant shall perform under this Contract as an independent contractor and it is not intended, nor shall it be construed, that Consultant or any employee or subcontractor to Consultant, is an employee, partner, or joint venture of the District for any purpose whatsoever.

11. Work Product; Open Records

- a. Delivery of the Services may require the Consultant to use data belonging to the District. Any data provided by the District will remain property of the District. Additionally, all Records prepared by Consultant in connection with the Services shall become property of the District. Consultant shall execute written assignments to the District of all rights (including common law, statutory, and other rights, including copyrights) to the same as the District shall from time to time request. For purposes of this Section 10, "Records" includes any data, materials, information, documents, or work product created by any employee or subconsultant in connection with the performance of the Services under this Contract.
- b. The Parties acknowledge that the Records under and related to this Contract may be subject to the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. In the event of a request to the District for disclosure of information identified by Consultant as Consultant's 'Confidential Commercial and/or Financial Information,' the District shall provide Consultant with written notice within five (5) business days of receipt of such request, to give Consultant the opportunity to object to the disclosure of such information. For purposes of this Section 11b, Consultant's 'Confidential Commercial and/or Financial Information' shall be limited to: (i) Consultant's internal pricing, cost structures, and fee arrangements; (ii) Consultant's proprietary methodologies and tools not specifically developed for the District under this Contract; and (iii) personal information about Consultant's personnel. Work product, deliverables, and materials created specifically for the District under this Contract shall not be considered Consultant's Confidential Commercial and/or Financial Information for purposes of this Section. In the event of the filing of such a lawsuit, the District shall tender all such material to the court for judicial determination of the issue of disclosure and Consultant shall have the right, but not the obligation, to intervene in any legal proceeding to compel such disclosure in order to protect and assert Consultant's claims of confidentiality with respect to Consultant's Confidential Commercial and/or Financial Information. If Consultant elects not to intervene such election shall constitute a waiver of any confidentiality rights Consultant may otherwise have.

12. No Discrimination in Employment

This Contract is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Consultant agrees that it will not discriminate in its employment practices in violation of any such applicable law or executive order. Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

13. Conflict of Interest

The Parties agree that no official, officer, or employee of the District shall have any personal or beneficial interest whatsoever in the services or property described herein and Consultant further agrees not to hire or contract for services with any official, officer, or employee of the District or with any other person which would be in violation of Sections 18-8-308 and 24-18-101, et seq., C.R.S.

14. Amendments

Any and all amendments, additions, or deletions to this Contract shall be null and void unless approved by the Parties in writing.

15. Time of Essence

Time is of the essence with respect to this Contract. Notwithstanding the foregoing, Consultant agrees to exercise diligence in the performance of its Services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such Services. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, then the time for completion of Consultant's Services shall be adjusted equitably.

16. Counterparts

This Contract may be executed electronically and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

17. Successors and Assigns

This Contract shall be binding on the District and Consultant and their respective successors and permitted assigns, provided Consultant shall have no right to assign this Contract without the express written consent of the District.

18. Disputes

In the event of a dispute between the parties, arising out of or related to this Contract, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute through good faith negotiations, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such efforts fail to resolve the dispute, either party may bring a cause of action in accordance with Section 18.

19. Applicable Law and Venue

Any and all claims, disputes, or controversies related to this Contract, or breach thereof, shall be litigated in the state District Court for the City and County of Denver, which shall be the sole and exclusive forum for such litigation. This Contract shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.

20. Enforceability

A determination that any provision of this Contract is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Contract to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

21. Entirety of Agreement

This document supersedes all prior agreements between the Parties, written or oral, and embodies the complete agreement and understanding among the Parties, written or oral, which may have related to the subject matter hereof in any way, and shall not be amended orally, but only by the mutual agreement of the Parties hereto in writing specifically referencing this Contract. This Contract sets forth the only agreements pursuant to which the District or any of its affiliates is obligated to pay money or

any other benefit to Consultant.

22. Waiver

No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any preceding or succeeding breach.

23. Notices

All notices or other communications required under this Contract shall be effected, either by personal delivery in writing, by certified mail return receipt requested, by facsimile transmission with evidence of confirmation, or by reputable overnight delivery. Notice shall be deemed to have been given when delivered, mailed or transmittal is confirmed to the Parties at the address set forth below or such other address as either Party may specify to the other Party in writing.

If to District: Front Range Passenger Rail District
1800 W. 33rd Ave., Suite 200
Denver, CO 80211
info@frprdistrct.com

With copy to: Nossaman LLP
1801 California Street, Suite 2400
Denver, CO 80202
bbutzin@nossaman.com

If to Consultant: Proximity Green, LLC
1295 S. Grape St
Denver, CO
Grant@proximitygreen.com

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date and year first written above.

Front Range Passenger Rail District

By:  _____

Sal Pace
General Manager

Proximity Green, LLC

By: 

Grant Bennett
Founder

EXHIBIT A
SCOPE OF SERVICES & PAYMENT TERMS

[See attached.]

STATION AREA PLANNING ASSESSMENT AND TECHNICAL COORDINATION BRANDING AND MARKETING PROJECT MANAGEMENT

1. PROJECT OVERVIEW

1.1 Background

The Front Range Passenger Rail District (FRPD or "District") is advancing planning for intercity passenger rail service connecting communities along Colorado's Front Range from Fort Collins to Pueblo, along with work in Trinidad for a rail stop. The District is coordinating with the Federal Railroad Administration on a Service Development Plan (SDP) and is exploring funding mechanisms to advance the project. The SDP, developed by CDOT through consultant HNTB, serves as the guiding document for rail service planning and is available at ridethefrontrange.com.

1.2 Project Objectives

The District seeks planning expertise to:

- Assess the current status of station area planning across proposed station locations
- Provide coordination and guidance to communities advancing their local planning efforts
- Develop standardized assessment materials that present planning progress in a consistent, accessible format
- Facilitate technical coordination between the District, local jurisdictions, and the SDP technical team
- Support communities in establishing planning frameworks that promote transit-oriented development, multimodal connectivity, and community goals
- Facilitate the development of Memoranda of Understanding (MOUs) between the District and participating communities
- Provide project management oversight for the District's branding and marketing efforts

It is critical to distinguish between FRPR-funded improvements (such as platforms at stops within Class I Railroad rights-of-way) and improvements led by local jurisdictions (such as parking lots, public amenities, and improvements outside railroad rights-of-way) where FRPR may provide funding to communities for implementation.

1.3 Relationship to Ballot Access Plan

This scope is intended to cover Phase 2 of the District's Ballot Access Plan.

The consultant's work will progress continuously through July 2026 as part of Phase 2 of the Ballot Access Plan, with substantial foundational work occurring during this period to enable deliverable completion. The consultant will maintain continuous progress on assessments, coordination, and MOU development, with certain deliverables reaching draft or in-progress status by the end of this Task Order period. Thereafter, consultant shall provide monthly services as described above in Section 6.

2. SCOPE OF SERVICES

TASK A: STATION AREA PLANNING

2.1 Station Area Planning Assessment

The consultant shall conduct a comprehensive assessment of station area planning readiness for approximately 14 station areas along the Front Range corridor from Fort Collins to Pueblo, including assessment of a potential special event stop at Burnham Yard/Broncos stadium. The final number and location of stations will be determined through ongoing SDP refinement and District coordination. The District will provide updated station location information as it becomes available.

Assessment Activities:

- Evaluate current planning status and progress for each station area
- Review planning documents and studies completed or underway
- Identify gaps in planning coverage or technical content
- Assess community capacity and resource needs
- Identify opportunities for enhanced planning coordination
- Distinguish between FRPR-funded infrastructure and locally-led improvements
- Coordinate with the SDP technical assumptions and requirements

Important Context: Communities are at different stages of planning readiness. The consultant's role is focused on assessment, coordination, and guidance rather than serving as the planning team for local jurisdictions. The consultant will coordinate between SDP assumptions, local planning efforts, and FRPR visions. It is assumed that each jurisdiction will bring professional planning staff and resources to carry out substantial station area planning work.

2.2 Technical Coordination and Guidance

The consultant shall serve as a coordination resource to local jurisdictions, providing guidance as

communities advance their station area planning efforts.

Coordination Services:

- Coordinate with local planning departments to understand planning status and capacity
- Provide guidance on how to obtain technical planning assistance and associated funding
- Review existing planning documents for alignment with SDP assumptions and FRPR goals
- Provide feedback on planning approaches and frameworks
- Support communities in understanding planning requirements and opportunities
- Coordinate between CDOT Division of Transit and Rail (DTR), the SDP team, and local jurisdictions
- Facilitate information sharing to support coordinated planning efforts

The consultant's primary reporting relationship is with the General Manager regarding station area planning coordination with local jurisdictions. The General Manager will handle coordination with regional groups, Class I railroads, and other stakeholders.

Multi-Jurisdictional Coordination:

The consultant shall establish and maintain effective coordination with local planning departments and CDOT Division of Transit and Rail. The consultant shall participate in meetings and technical discussions to facilitate information sharing and support coordinated planning efforts.

2.3 Standardized Planning Assessment Materials for Public Education

The consultant shall develop standardized assessment materials that present each community's planning progress in a consistent, professional format suitable for District use in website content and marketing materials. Graphics will be developed primarily by a separate consultant team outside of this contract (HDR Inc.), and the Proximity Green team will direct them in preparation of those graphics for a consistent approach, look and appearance of all assessment materials for the District's use.

For Each Station Area, Develop:

1. Summary Assessment (approximately 1 page combining narrative and graphic content)
 - Station location and context
 - Current planning status summary
 - Key planning elements and frameworks
 - Transit-oriented development considerations
 - Multimodal connectivity highlights
 - Distinction between FRPR-funded and locally-led improvements
 - Next steps and recommendations
2. Supporting Materials
 - Planning process description

- Analysis and findings
- Recommendations for future planning efforts
- Supporting data and reference materials

Quality Standards:

- Consistent format across all station locations
- Clear, concise, and accessible to non-technical audiences
- Professional-quality maps and graphics in electronic formats suitable for use by creative teams
- Deliverable formats to include narrative summaries, tables, and graphics in electronic format (not limited to PDF) that can be adapted by the District's creative team for various graphic uses
- Objective presentation highlighting each community's planning efforts and achievements

Graphics and Mapping (outside of this contract by HDR):

- The consultant shall work with HDR to develop standardized graphics and mapping materials for stations, including station context maps, station area maps, and where appropriate station vignettes that portrait station development.
- Work to date by the Proximity Green team has establish a standard for these maps an provided examples, and our team, lead by Points West Design Works (subconsultant to Proximity Green) shall focus on standardization and approach for all graphics.

Separately, this consulting team will work with the District's website and communication staff on the placement and layout of station details and graphics on both the District homepage and the ColoradoConnector.com homepage. This may require revisions to mapping (by HDR) and to the narrative summaries, to provide the appropriate voice and approach in sharing station information.

2.4 Pursue Station Endorsement from Station Partners

The consultant team shall seek endorsement of station summaries (narratives) from all Station Partners, as available from a vote of a public body (e.g. City Council) or through a formal letter of support. The goal with endorsement of station summaries is to have each partner identify that they look forward to working with the District on station implementation, as proposed by the Local Return effort, which includes:

- Transit-oriented development goals
- Multimodal connectivity and integration for the station areas
- Walkability and complete streets concepts
- First-mile/last-mile connections
- Land use and density considerations
- Community design and placemaking
- Economic development opportunities

The endorsements seek to build off the policy framework established in the initial phase of this contract, and will allow for flexibility for each communities as they move through various planning

stages in the pre-ballot period.

2.5 Project Management and Coordination

The consultant shall provide project management including:

- Weekly coordination meetings with the District General Manager and Consultant Project Lead
- Bi-weekly or ad-hoc meetings with Station Area Planning team staff as needed
- Coordination with CDOT Division of Transit and Rail
- Budget tracking and invoicing
- Quality control processes
- Schedule management across multiple concurrent activities

TASK B: BRANDING AND MARKETING, FINANCE, OUTREACH, AND OTHER SERVICES

2.6 Coordination and Oversight across efforts

Proximity Green, LLC shall coordinate directly with the following teams to support the overall District efforts. The Consultant Project Lead (Grant Bennett) will coordinate weekly with the selected groups throughout the contract period.

- Creative design team – continuation of the branding and marketing efforts
- Financial modeling team – to support the modeling efforts to understand the best possible approach for financial strategy
- Communications team – supporting the messaging from the district, including integration of the station materials identified in Task A above into the overall District messaging framework
- Outreach team – ongoing coordination to support their outreach efforts including work with geographic leads up and down the district
- Townhall team – ongoing support to assist team with Townhalls including graphics support, coordination with local station partners, and to troubleshoot messaging and speaking roles and approach

Participation in FRPR Board and Committee meetings, as requested, including development of policy memos and approaches to support organizational development activities, largely related to station area planning and related topics.

For all of these services, the consultant serves in a coordination and facilitation capacity, supporting the General Manager and enabling efficient workflow between technical planning efforts and each teams work.

3. DELIVERABLES

All deliverables will be submitted in electronic formats suitable for District and the creative teams use.

Task A: Station Area Planning Deliverables

1. Ongoing Progress Reports delivered weekly
 - Work completed
 - Upcoming activities
 - Issues and risks
 - Budget status
2. Updates to Planning Assessment Framework – as needed following January 2026 delivery
 - TOD principles and best practices
 - Evaluation criteria and guidance
 - Framework adaptable to various planning stages
3. Station Area Planning Assessments – to be completed in time to support ballot referral
 - Summary assessment for each station (approximately 1 page combining narrative and graphic)
 - Supporting materials and analysis
 - Narrative summaries
 - Support and direct graphics effort by outside consultant (HDR)
4. Seek endorsements of station summaries from Station Partners
 - City Council resolution or letter of support from each jurisdiction willing to participate with an endorsement
 - Work with technical and leadership staff on support efforts
 - Participation at City Council or other meetings alongside the General Manager to discuss FRPR generally and seek endorsements specifically

Task B: Other Teams & Coordination Deliverables

1. Weekly engagement with other District teams - Ongoing throughout contract period

4. CONSULTANT TEAM

Lead Firm: Proximity Green, LLC

Project Lead: Grant Bennett

Expected Subconsultants (Task A):

- Trestle Strategy Group
- Points West Design

Subcontracting arrangements will be finalized upon execution of the contract between FRPD and Proximity Green. Subconsultants will support Task A (Station Area Planning) activities and will not be regularly involved in Task B (Other Coordination Activities).

5. COORDINATION AND REPORTING

The consultant shall maintain regular coordination with:

- FRPD General Manager (weekly)
- Station Area Planning team staff (bi-weekly or as needed)
- CDOT Division of Transit and Rail
- Local jurisdiction planning departments
- SDP technical team as needed
- Other District Teams (weekly for Task B)
- Ballot Access Plan stakeholder teams (as needed for Task B)

Primary reporting is to the FRPD General Manager regarding station area planning coordination with local jurisdictions and creative project management oversight

6. COMPENSATION

In return for the performance of the foregoing scope of services, the District will compensate the Consultant an amount not to exceed one hundred forty-one thousand dollars (\$141,000). The fee will be paid in an amount of thirty-two thousand dollars per month for the months of May, June and July, and in an amount of nine thousand dollars per month for the months of August through December.