

**RESOLUTION NO. 2025-19
OF THE FRONT RANGE PASSENGER RAIL DISTRICT
APPROVING TASK ORDER NO. 1 WITH PROXIMITY GREEN, LLC AND
AUTHORIZES SOLE SOURCE PROCUREMENT**

WHEREAS, pursuant to Section 32-22-101, *et seq.*, C.R.S. (the “Act”), the Front Range Passenger Rail District (the “District” or “FRPRD”) 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)(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 Front Range Passenger Rail District (the “District”) is advancing intercity passenger rail service along Colorado’s Front Range and is currently implementing Phase 1 of its Ballot Access Plan; and

WHEREAS, successful implementation of passenger rail requires coordinated station area planning that addresses land use, urban design, and the built environment surrounding stations, including transit-oriented development, walkability, and first-mile/last-mile connectivity, in partnership with local jurisdictions; and

WHEREAS, the District seeks professional planning and design expertise focused on the non-transit, community-scale elements of station areas, rather than transit engineering or Service Development Plan (SDP) technical analysis; and

WHEREAS, Proximity Green, LLC has been selected and is under contract with the District to provide specialized professional services in station area planning assessment, urban planning and design, built environment analysis, and multi-jurisdictional coordination focused on land use, placemaking, and community-scale planning; and

WHEREAS, Task Order No. 1 with Proximity Green, LLC provides 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 not-to-exceed amount of \$150,000 and a performance period through April 30, 2026; and

WHEREAS, the Board finds that these services are time-sensitive and directly integrated with the District's Ballot Access Plan schedule, and require continuity of approach, specialized urban planning and design expertise, and established working relationships with District staff and local jurisdictions; and

WHEREAS, pursuant to the District's procurement policy, sole source procurement is authorized when the Board determines that a consultant possesses unique qualifications, experience, or prior work that make the consultant uniquely suited to perform the required services, or when continuity and integration with existing work are necessary to avoid delays, duplication of effort, or material risk to the District; and

WHEREAS, the Board finds and determines that Proximity Green, LLC possesses unique and specialized qualifications directly relevant to the District's needs, including:

- Expertise in urban planning, urban design, and the built environment surrounding passenger rail stations;
- Demonstrated experience advancing transit-oriented development (TOD), first-mile/last-mile connectivity, walkability, placemaking, and station-area commercial activation;
- Proven capability in translating planning and design concepts into clear, non-technical materials for elected officials, community stakeholders, and the general public, including leadership of station area graphics for non-transit portions of station environments;
- Prior and ongoing work supporting the District's Ballot Access Plan through station area planning assessments, urban design frameworks, and community coordination;
- The ability to immediately perform services without the delay or disruption that would result from a new procurement; and

WHEREAS, the Board further finds that engaging a different consultant at this stage would risk fragmentation of station area planning and urban design frameworks, loss of consistency across station locations, duplication of effort, schedule delays, and increased cost, contrary to the District's interests and program objectives; and

WHEREAS, Task Order No. 1 also includes a component of coordination related to the District's branding and marketing efforts, which is ancillary to and supportive of the primary station area planning scope.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FRONT RANGE PASSENGER RAIL DISTRICT THAT:

1. Approval of Task Order.

The Board hereby approves Task Order No. 1 with Proximity Green, LLC for

professional services in a not-to-exceed amount of \$150,000, with a performance period through April 30, 2026, substantially in the form presented to the Board.

2. Sole Source Determination.

The Board expressly finds that the requirements for sole source procurement under the District's procurement policy are satisfied, based on Proximity Green, LLC's unique qualifications in urban planning and design, the need for continuity of station area planning services, and the time-sensitive nature of the District's Ballot Access Plan.

3. Scope Clarification.

The Board acknowledges that the primary purpose of Task Order No. 1 is station area planning focused on transit-oriented development, first-mile/last-mile connectivity, walkability, and the built environment surrounding stations, including the development and leadership of clear, non-technical station area graphics for community-facing and public-facing use. The consultant shall also support the District by helping inform and provide direction to the Board on potential funding frameworks and approaches for supporting municipalities in advancing station area planning and implementation work.

4. Authorization.

The General Manager is authorized to execute Task Order No. 1 on behalf of the District and to take any and all actions necessary to implement this Resolution.

APPROVED this 19th day of December 2025.



Chair

ATTEST:

Joan Peck

Secretary

CONTRACT FOR SERVICES

This contract for services (the “Contract”) is made and entered into as of November 4, 2025 (“Effective Date”) by and between Proximity Green, LLC, a Colorado limited liability company (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 and Termination

The period for providing the services and deliverables under this Contract shall commence on the Effective Date. All services to be provided under this Contract are to be completed by Consultant no later than December 31, 2025. The Contract will terminate upon completion of the Services or unless earlier terminated. Either Party shall have the right to terminate this Contract at any time, with or without cause, by providing 30 days’ written notice of termination to the other Party and effective upon the date of such notice. Upon termination, Consultant shall provide an invoice for all services provided as of the date of such notice, and the District shall pay Consultant for all services provided to the date of such notice.

3. Compensation

The District will pay Consultant an amount not to exceed \$19,000, on a per-hour basis at the rate provided in Exhibit A, and payable as set forth in Section 4. This sum shall compensate Consultant for the performance of all the Services. Any Consultant travel in performance of the Services must be pre-approved by the District and will be separately invoiced for reimbursement within 30 days of associated travel. The District will reimburse the Consultant for travel related expenses as provided for in Exhibit A.

4. Payment and Invoicing

- a. Payment shall be made within 30 days following the receipt of the 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 therefor. 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.

5. 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”).

6. Consultant Personnel

Grant Bennett shall be Consultant’s contact with respect to this Contract and performance of the Services. In providing such services, 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.

7. 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.

8. 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.

9. 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 advise Consultant of such request to give Consultant the opportunity to object to the disclosure of such information. In the event of the filing of a lawsuit to compel such disclosure, the District shall tender all such material to the court for judicial determination of the issue of disclosure and Consultant agrees to intervene in such lawsuit to protect and assert Consultant's claims of confidentiality against disclosure of such material. Consultant further agrees to defend, indemnify, save, and hold harmless the District, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of Consultant's intervention to protect and assert Consultant's claims of confidentiality against disclosure under this Section 10 including, without limitation, prompt reimbursement to the District of all reasonable attorneys' fees, costs, and direct damages that the District may incur directly or may be ordered to pay by such court.

10. 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.

11. 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.

12. Amendments

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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: Grant Bennett
1295 S. Grape Street,
Denver, CO 80246
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
Principal

TASK ORDER
BETWEEN
THE FRONT RANGE PASSENGER RAIL DISTRICT AND
Proximity Green, LLC
FOR
PROFESSIONAL SERVICES
TASK ORDER NO. 1

This Task Order is made as of this 19 day of December, 2025, in accordance with the terms of the Multiple Award Task Order Contract (the "Contract") between the Front Range Passenger Rail District (the "District") and Proximity Green (the "Consultant") made and entered into on November 4, 2025

1. SCOPE OF SERVICES

Pursuant to Section 3 of the Contract, the Consultant is authorized to and shall perform the services set out in Appendix 1 of this Task Order, including providing any deliverables defined therein.

2. 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 fifty thousand dollars (\$150,000). The fee will be paid in equal monthly amounts across the 5 month work period, for the months of December through April, as described in the Performance Period below. The Consultant is not authorized to perform services in excess of the not to exceed amount under this Task Order without prior written authorization from the District.

3. PERFORMANCE PERIOD

The Consultant shall perform all services described in this Task Order by April 30, 2026. The Consultant shall not perform any services described in this Task Order prior to December 19, 2025 or after April 30, 2026.

4. PERSONNEL

As part of Exhibit 2 of this Task Order, the Consultant and Subconsultant personnel who are authorized to perform the services set out in Appendix 1 of this Task Order are provided. Other Consultant or Subconsultant personnel are not authorized to perform services under this Task Order without prior authorization by the District in accordance with the terms of the Contract.

5. INSURANCE REQUIREMENTS

The Consultant shall comply with the insurance requirements set out in the Contract, including any insurance requirements applicable to any of the Subconsultants, unless otherwise modified in this Task Order.

6. WORK PRODUCT OWNERSHIP

All finished or unfinished documents and materials and Work Product produced or procured under this Task Order, including all intellectual property rights thereto, will become the District's property pursuant to the terms of the Contract.

7. RIGHT OF TERMINATION

The Consultant and District agree that either party may terminate the contract without cause after a 15-day notice from either party, requiring prompt notice to the counter party, and to allow for a wind-down of services and transition of work. Any compensation amounts for a given month shall be earned in full at the beginning of that month, and billed at the end, pursuant to section 2 above, including partial months under a termination request. Accordingly, Consultant shall have the right to bill for that month even if it falls within the 15-day notice period for termination.

Consultant and District agree that this Task Order is materially important to the Ballot Access Plan, and will work diligently and in good faith toward the scope of services outlined herein. Both parties recognize the benefit that a mutual termination right provides, while also acknowledging the need to advance the District's goals as an overarching objective of this Task Order.

8. NON-DISCLOSURE PROVISION

Consultant and all subconsultants authorized to work under the Consultant agree to maintain confidentiality of all non-public information obtained during the course of work described herein. Consultant shall use appropriate, industry-standard measures to safeguard all non-public information obtained during the course of work. Consultant will not be authorized to speak publicly or on behalf of the District unless specifically requested to do so by the General Manager. Consultant will only share information to specific parties as authorized by the District or the General Manager, on a case by case basis, as contemplated in the Scope of Work with local jurisdictions.

All terminology used in this Task Order shall be interpreted in accordance with the Contract unless specifically defined differently in this Task Order.

Proximity Green, LLC

By: Grant Bennett

Grant Bennett

Principal

Front Range Passenger Rail District

By: Sal Pace

Sal Pace

General Manager

APPENDIX 1. SCOPE OF SERVICES

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 1 of the District's Ballot Access Plan. Certain elements described below will not be fully complete during Phase 1, but are referenced in this scope to show how they would be completed in a later Phase 2 (under a separate task order) to coincide with the District's Phase 2 of the Ballot Access Plan.

The consultant's work will progress continuously through April 2026 as part of Phase 1 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. Final completion of these deliverables will occur during Phase 2 of the Ballot Access Plan under a separate future task order.

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, plus allowance for 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

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 in draft form to be completed during Phase 2 of the BAP and as the local jurisdictions complete their Station Area Planning in Q2 of 2026.

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:

The consultant shall develop standardized graphics and mapping materials for station area planning. Mapping will focus on two scales: (A) station area level showing potential local development, multimodal connections, and community integration, and (B) corridor-wide system context. Materials include:

- **Station Area Mapping:** Create consistent, professional station area maps for each station location by collecting and standardizing station area design files from local jurisdictions, publicly available mapping resources, and planning documents. All station area maps will maintain a consistent visual identity and formatting across the corridor.
- **System Route Mapping:** Develop system-wide mapping showing all stations in context of the entire passenger rail system.
- **Station Typology Diagrams:** Create two representative station diagrams illustrating the two primary station types (medium and caretaker stations, per Amtrak station classifications). Diagrams may be developed as plan view or perspective renderings showing typical station buildout. Graphics should creatively illustrate the built environment and community context around each station type.

The consultant will require access to system design files and mapping resources from HNTB and HDR to support the graphics and mapping work.

2.4 Transit-Oriented Development Framework

The consultant shall develop planning guidance establishing best practices and benchmarks for station area planning, addressing:

- Transit-oriented development principles and design guidelines
- Multimodal connectivity and integration
- Walkability and complete streets concepts
- First-mile/last-mile connections

- Land use and density considerations
- Community design and placemaking
- Economic development opportunities

The framework shall be suitable for communities at various planning stages and adaptable to local contexts.

2.5 Memoranda of Understanding

The consultant shall facilitate the development of Memoranda of Understanding (MOUs) between the District and participating communities. The MOUs will only be draft and in progress during this scope, and will require work in BAP Phase 2 to complete.

MOU Development Process:

- Create a framework MOU template for District review and approval
- Through planning assessments, develop understanding and context to customize each MOU (e.g., prioritizing multimodal connections, identifying locally-led improvements)
- Apply systematic approach across all jurisdictions while individualizing content based on each community's context
- Progress MOU development throughout the contract

period MOU Content Support:

- Planning commitments and benchmarks
- Distinction between FRPR-funded and locally-led station improvements
- Transit-oriented development goals
- Multimodal connectivity priorities
- Coordination expectations and responsibilities
- Planning milestones and timelines

MOU Funding Allocation Methodology:

- Development of a funding methodology for each station area (addressing revenue to be delivered to local jurisdictions) based on population, cost estimate from the District's Service Development Plan (SDP) team for each unique station area, district planning criteria, and other relevant factors as determined by the Consultant and District
- The funding methodology (or matrix) specifically excludes any amounts (for improvements) outside of station areas or along the Class 1 railroad lines that are part of the broader District expenses enumerated in the SDP, and for which the local jurisdictions are not expected to oversee as part of the MOUs
- The framework and draft criteria for the funding matrix shall be prepared in advance of the 1/29/26 Board Retreat and presented to the Board by Consultant. (see section below on Board Retreat)
- Exact funding amounts shall be determined by the District and their financial consultant, which may vary depending on the revenue amounts pursued, while the funding matrix shall seek to address the allocation of revenues to local jurisdictions
- Advancement of the funding matrix shall continue during the contract, and is expected to be finalized in a future phase of work as described above, during Phase 2 of the District's BAP.

Note: The consultant's role is to facilitate MOU development and provide technical planning content. The District will handle all negotiations, approvals, and execution of formal agreements.

2.6 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
- Development of an agenda and leading an approximate 2-hour Board Retreat session, as described below:

Board Retreat

The consultant shall lead a session at the Board Retreat planned for January 29, 2026, with a focus on the approach for Station Area Planning overall, progress on assessments and engagement process with each jurisdiction to date, the technical guidance process underway, the Transit Oriented Development Framework details, and the approach for MOUs (all of which are described above in this scope).

Notes and limitations on approach and fee

The consultant's estimate for work effort (and corresponding fee) is based on being able to manage the total hours of meetings both internally with the Client team and externally with the local jurisdictions. The Project Lead expects to participate in both technical and political/policy decisions with the General Manager, while technical staff on the team will remain focused on technical assignments above.

Most of the scope tasks above are sequential and involve a process starting with assessment, into coordination and guidance, and then with preparation of materials and MOUs. The consultant team is planning to engage both the General Manager and local jurisdictions with a systematic approach for assessment, guidance/coordination, final materials, and the drafting of MOU scopes. These systems will allow efficiency and standardization for coordination across 13-14 station areas, so the final work products can start being compiled in the very beginning, and to not create a unique process for any one station area.

The consultant reserves the right to adjust scope or fee with significant deviation from the noted methodologies above. An example might involve planning/coordination for one station location, and in the third month of the project (i.e. March 2026) the FRPR station location is changed to another location in that jurisdiction, requiring significant rework by the consultant for that stations assessment, coordination and deliverables. While it is understood that certain station locations are under study (and may be for another month or two), the progressive and compounding work required for Station Area Planning also requires either an adherence to the work methodologies described above or flexibility in fee tied to significant, additional work effort.

TASK B: BRANDING AND MARKETING COORDINATION

2.7 Coordination and Oversight for Creative Services

Proximity Green, LLC shall coordinate directly with the creative design team retained by the District for branding and marketing efforts. The Consultant Project Lead (Grant Bennett) will coordinate weekly with the selected creative agency throughout the contract period.

The consultant's role is focused on deliverable management for creative agency work, participate in weekly coordination meetings with the creative agency, facilitating information flow between the creative agency and Station Area Planning team, translating technical and institutional planning knowledge into accessible formats for the creative process, supporting the General Manager in

coordinating creative agency deliverables, providing quality review of creative deliverables for alignment with overall project goals, and schedule coordination and milestone tracking. The consultant will facilitate coordination between the creative agency and District consultants.

The consultant's role does not include:

- Contract administration between the District and creative agency
- Payment processing or invoice approval for creative services
- Direct management of creative agency personnel or work assignments
- Decision-making authority on creative direction or final approvals

The consultant serves in a coordination and facilitation capacity, supporting the General Manager and enabling efficient workflow between technical planning efforts and creative development.

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. Project Work Plan - January 2026
 - Detailed approach and methodology
 - Communication plan
2. Monthly Progress Reports - Due 5th of each month, January through April 2026
 - Work completed
 - Upcoming activities
 - Issues and risks
 - Budget status
3. Planning Assessment Framework - February 2026
 - TOD principles and best practices
 - Evaluation criteria and guidance
 - Framework adaptable to various planning stages
4. Station Area Planning Graphics (DRAFT) - Progressive delivery through April 30, 2026
 - Standardized station area maps for each station location with consistent visual identity
 - System-wide route mapping showing all stations in corridor context
 - Two station typology diagrams (medium and caretaker stations) in plan view or perspective, highlighting key features, public benefits, placemaking, and multimodal connectivity
 - All graphics in electronic formats suitable for creative team use
 - Note: These will be in draft form at the end of April
5. Station Area Planning Assessments (DRAFT) - Progressive delivery through April 30, 2026
 - Summary assessment for each station (approximately 1 page combining narrative and graphic)
 - Supporting materials and analysis
 - Narrative summaries and tables
 - Note: These will be in draft form at the end of April
6. Final Planning Assessments and Materials (FUTURE - BAP PHASE 2)
 - Compiled station area assessment materials in formats suitable for District website and marketing use

- Executive Summary (5-10 pages) providing narrative guide with station-by-station summaries
- All graphics and supporting materials in electronic formats for creative team use
- Note: This deliverable is for future Phase 2 of the BAP and is not included in this Task Order scope. Work will be in progress at the end of this Task Order's performance period.

7. Memoranda of Understanding (FUTURE - BAP PHASE 2)

- MOU framework template for District approval
- Community-specific MOU content as planning assessments progress
- Technical planning language and benchmarks
- Note: This deliverable is for future Phase 2 of the BAP and is not included in this Task Order scope. Work will be in progress at the end of this Task Order's performance period.

Task B: Branding and Marketing Coordination Deliverables

1. Weekly Coordination Summaries - Ongoing throughout contract period
 - Summary of creative agency progress
 - Upcoming milestones and coordination needs
 - Issues requiring General Manager attention or decision
2. Creative Deliverable Reviews - As creative agency deliverables are produced
 - Technical review and feedback on alignment with planning efforts
 - Coordination notes for General Manager review

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 (Branding and Marketing Coordination).

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
- Creative agency (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.

End of Appendix 1