

FRONT RANGE PASSENGER RAIL DISTRICT

REQUEST FOR PROPOSALS

FOR

DIRECT MAIL COMMUNICATIONS SERVICES

1. INTRODUCTION

1.1 Invitation

The Front Range Passenger Rail District (the “District”) is seeking a qualified direct mail consultant, or agency (“Proposer”) to provide comprehensive direct mail strategy, production, and distribution services in support of the District’s statutory goals.

1.2 Background

The Front Range Passenger Rail District is a body politic and corporate and a subdivision of the State of Colorado created by the Colorado Legislature in 2021. The District is tasked with researching, developing, constructing, operating, and maintaining an interconnected passenger rail system within the Front Range.

The District is currently developing the Colorado Connector (CoCo) Delivery Plan, Station Area Plans, and related public engagement efforts. The District seeks professional assistance to develop and implement an informational direct mail program that educates residents regarding these planning efforts and public participation opportunities.

1.3 Timeline

Responses to this Request for Proposals (“RFP”) shall be submitted by **8:00 a.m. MT on Thursday, June 25, 2026.**

The District intends to make an award within five (5) business days after proposals are due.

2. SUMMARY OF SERVICES

2.1 Scope of Services

The Proposer shall perform the services described in Exhibit A, including development, production, targeting, printing, and distribution of direct mail communications and associated reporting.

2.2 Performance Period

The Proposer shall perform all Services described in this RFP by August 15, 2026, or such other date as determined by the District.

The Proposer must take into account election deadlines and complete all work in a manner that allows sufficient time for Board consideration in publicly noticed meetings.

In accordance with Colorado law, the Proposer may be required to immediately cease all or a portion of the Services if the Board decides to refer a ballot issue to the November 2026 General Election ballot. No public funds may be used to advocate for a ballot issue once referral has occurred.

2.3 Compensation

The District anticipates a budget of approximately **\$500,000**, inclusive of strategic planning, creative development, printing, postage, list acquisition, mail house services, and project management.

Final compensation shall be negotiated with the selected Proposer.

2.4 Work Product Ownership

All finished and unfinished documents, creative assets, mailing lists developed for the District, reports, designs, and related work products shall become the property of the District upon creation.

EXHIBIT A

SCOPE OF SERVICES

1. PURPOSE

The Front Range Passenger Rail District seeks to retain a qualified contractor to develop and execute a comprehensive direct mail communications program in support of the District's Ballot Access Plan.

This effort is strictly informational and non-advocacy and is intended to educate constituents regarding:

- The Colorado Connector (CoCo) Delivery Plan
- Station Area Plans
- Public engagement opportunities, including town halls and community meetings
- Project timelines, milestones, and implementation planning

All work must comply with the Colorado Fair Campaign Practices Act and all applicable laws governing pre-ballot communications.

2. SCOPE OF WORK

2.1 Direct Mail Strategy

The Contractor shall:

- Develop a comprehensive direct mail strategy aligned with the Ballot Access Plan timeline
- Identify priority audiences, geographies, and mailing universes
- Recommend frequency, format, and sequencing of mail communications
- Coordinate messaging with the District's branding consultant, Burdekin English
- Develop a phased communications calendar tied to project milestones

2.2 Creative Development

The Contractor shall:

- Develop all direct mail creative materials consistent with District branding
- Coordinate closely with Burdekin English to ensure brand alignment
- Ensure all materials are accessible, clear, and educational in tone

2.3 Data Management & Targeting

The Contractor shall:

- Recommend and manage mailing lists and audience targeting
- Identify geographic targeting strategies consistent with District priorities
- Coordinate household-level targeting where appropriate
- Manage list hygiene, suppression, deduplication, and address verification
- Track mailings by region

2.4 Printing & Distribution

The Contractor shall:

- Manage printing and production of all mail materials

- Coordinate postage and mail house services
- Execute all mail distribution activities
- Provide estimated and actual delivery schedules
- Ensure quality control throughout production and mailing processes

2.5 Program Execution & Optimization

The Contractor shall:

- Coordinate mail drops with public engagement activities
- Monitor delivery performance
- Recommend adjustments to improve effectiveness and efficiency
- Coordinate timing with town halls, plan releases, and outreach efforts

2.6 Compliance & Legal Coordination

The Contractor shall:

- Ensure all communications remain informational and non-advocacy
- Coordinate with District staff and legal counsel as necessary
- Maintain documentation supporting compliance with:
 - Colorado Fair Campaign Practices Act
 - Colorado Uniform Election Code
 - Any applicable postal regulations

2.7 Reporting & Analytics

The Contractor shall provide:

- Regular reports summarizing:
 - Quantities mailed
 - Geographic distribution
 - Delivery timelines
 - Cost tracking
 - Audience reach

- Final report summarizing campaign execution, lessons learned, and recommendations
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3. BUDGET

The anticipated direct mail budget is approximately **\$500,000**.

Proposers shall provide:

- Printing and postage assumptions
 - Fee structure
 - Estimated budget allocations
 - Total program cost estimate
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4. COORDINATION REQUIREMENTS

The Contractor shall coordinate with:

- Burdekin English (Branding & Messaging)
 - FRPRD communications and leadership team
 - Outreach and engagement contractors
 - Any District-approved consultants supporting public outreach efforts
-

5. DELIVERABLES

The Contractor shall provide:

- Direct mail strategy and deployment plan
- Mailing audience recommendations
- Creative design and production materials
- Printing and distribution management
- Ongoing reporting and analytics
- Final program summary report

6. TERM

The anticipated term will align with the Ballot Access Plan timeline through potential ballot referral, with flexibility for extension if needed.

7. QUALIFICATIONS

Preferred qualifications include:

- Experience with large-scale public information direct mail programs
- Experience working with public agencies, special districts, or quasi-governmental entities
- Experience operating under election law constraints and non-advocacy environments
- Demonstrated ability to manage direct mail programs exceeding \$250,000
- Strong data management and targeting capabilities
- Experience coordinating with branding and communications teams
- Demonstrated experience working on transportation, infrastructure, or public-sector communications projects in Colorado
- Experience managing printing, mail house, and postage operations for large-scale programs

This should allow legal to reuse virtually all of the existing boilerplate sections, contract language, submission requirements, evaluation process, and procurement provisions from the Media Agency RFP while creating a clearly separate procurement focused solely on direct mail.

CONTRACT FOR SERVICES

This Contract for Services (the “Contract”), made and entered into this ___ day of _____, 2026, by and between the Front Range Passenger Rail District, a body politic and corporate and a political subdivision of the state of Colorado (hereinafter referred to as the “District”), acting by order of and through its Board of Directors (hereinafter referred to as “Board”), and _____, a _____ organized under the laws of the State of _____ (hereinafter referred to as “Consultant” and, together with the District, collectively the “Parties” and individually each a “Party”).

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

- a. The period for providing the Services and deliverables under this Contract shall commence on _____, 2026 (the “Effective Date”) and continue through _____

____, 2026. The Contract shall automatically renew on _____ ____, 2027, and each January 1 thereafter, for a further period of one (1) year, until such time that all of the Services contemplated hereunder are completed, or until such time that the Contract is terminated by Consultant or the District in accordance with its terms. The rates set forth in Exhibit A shall be subject to annual escalation not to exceed 3% per annum. Any annual escalation in pricing shall not impact those Work/Task Orders placed before the escalation takes effect.

- b. 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 cease work upon receipt of such notice and promptly provide an invoice for all Services provided prior to suspension of the Services. The District will compensate Consultant for all Services provided prior to notice being given of the suspension of Services.
- c. Either Party shall have the right to terminate this Contract at any time, with or without cause, by providing 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 will compensate Consultant for all Services provided through the date of such notice.

3. Compensation

- a. The District will pay Consultant in the amount and manner 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.
- b. It is expressly understood and agreed that Consultant will perform all ancillary, collateral, and incidental work required to complete the Services in accordance with this Contract and all applicable law, including work for which no specific proposal item(s) is included, and/or including work which is required to furnish final, finished, and detailed Services consistent with and fulfilling the requirements of the Contract. All such incidental work will not be considered extra work for which additional compensation can be claimed by Consultant. Notwithstanding the foregoing, Consultant shall not be required to perform any services that are out-of-scope unless such scope and compensation for such Services have been approved in writing as provided for in 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 frontrangeprd@bill.com, with a copy to procurement@frprdistrict.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.

- c. Any Consultant travel will be pre-approved by the District and will be separately invoiced for reimbursement within 30 days of associated travel.
- d. The District may pay the Consultant through various funding forms, including through a grant from the Colorado Department of Local Affairs (“DOLA Grant”). If the District chooses to pay the Consultant with funds from a DOLA Grant, such funds are provided to the District via a reimbursement process. The Consultant shall comply with all requirements of such reimbursement process, including performing DOLA Grant-reimbursed Services under a separate Task Order(s) as described in Section 5.
- e. Consultant agrees to pay each subconsultant under this Contract, and require the same of its subconsultants, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant’s interest therein.

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. RESERVED

7. 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”).

8. Standards for Performance of Services

- a. Consultant agrees to perform all Services in strict compliance with the Contract, all applicable law and regulations, and the Standard of Care, for which purposes:
 - (i) the “Standard of Care” refers to the generally accepted professional standards of a member of the same profession providing professional services in the United States of America of the type, scope, quality, and complexity described in the Contract; and
 - (ii) the obligation to comply with law will include compliance with all applicable local, State, and Federal laws, rules and regulations, of any and all State and Federal agencies that may have jurisdiction over, or be concerned with, the Services.

- b. Further, and without in any way limiting the obligations set forth above, Consultant agrees to cooperate fully with the District in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes. Should Consultant fail to comply with this Section, then the District will have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Consultant will then be required to reimburse the District, or the District will exercise its right to withhold from a future payment due and owing to Consultant the actual cost of achieving compliance.
- c. Consultant will provide for quality control and quality assurance of the Services, including to verify compliance of such Services with all Contract terms and conditions and to cause the rectification of any noncompliance with the same.
- d. Consultant will be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the obligations under this section.
- e. Consultant will work with the District in resolving any conflicting legal authorities and/or Contract requirements, provided that to the extent resolution of conflicts is not possible, the District's determination, which shall be subject to reasonableness in light of the applicable Standard of Care, will be final and binding.

9. Personnel

- a. Consultant will ensure that all Services will be performed and, as applicable, supervised by personnel who are professionally and technically qualified to, who are authorized under state and local law to, and who hold all necessary registrations, permits, approvals, and licenses to, perform or supervise the relevant part Services pursuant to this Contract.
- b. Subject to compliance with law, the District reserves the right to request Consultant to remove from the work any personnel for any reason given in writing, which removal will be required if the District determines, in its good faith discretion, that any Person engaged by or acting on behalf of a Consultant is engaged in conduct unbecoming an employee or contractor of the District, which may include but is not limited to a determination by the District that the person identified is not qualified to fulfill the responsibilities of their appointed Key Personnel position, poses a potential risk to the health, safety, or security threat of any person, the environment, the community or property, or is acting or threatening to act in a violent, harassing, discriminatory or illegal manner.
- c. Upon such notice, Consultant will promptly remove and replace, or ensure the removal and replacement, of such person.

10. Insurance

- a. Consultant will procure at its expense, and keep in effect at all times during the term of this Contract, insurance coverage as follows:
 - (i) Workers' Compensation insurance in compliance with statutory limits.

- (ii) Employers' liability with a limit of \$1,000,000 (Each Accident). Such coverage limits may be achieved through a combination of primary and excess coverage policies.
 - (iii) Business Automobile Liability with a limit of \$2,000,000 (Combined Single Limit).
 - (iv) Commercial General Liability with limits of \$1,000,000 (Each Occurrence) and \$2,000,000 (General Aggregate). Such coverage limits may be achieved through a combination of primary and excess coverage policies.
 - (v) Professional Liability Insurance with limits of \$2,000,000 (Any One Claim) and \$2,000,000 (Policy Aggregate).
 - (vi) Umbrella liability coverage may be used to accommodate requested limits under subsections (ii) and (iv) above.
- b. In addition to the foregoing, the specified insurance (except for workers' compensation and professional liability) will also, by endorsement to the policies, include and insure the District and the State of Colorado, as well as each of their officers and employees, as additional insureds.
 - 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 agrees to waive all rights of subrogation against the District, the State of Colorado, or any of their agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - e. Consultant will provide evidence of all required insurance coverage in the form of industry standard ACORD insurance certificates within seven (7) business days following the Effective Date. Such certificates will contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they will bear an original or electronic signature of an authorized representative of said carrier(s), and they will provide that such insurance will not be subject to cancellation, material reduction in coverage, or non-renewal, except after the Consultant provides actual, written notice to the District thirty (30) days prior to the effective date thereof, unless replacement coverage meeting the terms and conditions hereunder are obtained without lapse.
 - f. Furthermore, prior to the expiration date of any of the above policies, Consultant will file with the District documentation showing that the insurance coverage has been renewed or extended. If any such coverage is cancelled or reduced below the limits set forth in the Contract, Consultant will, within fifteen (15) days of such cancellation or reduction of coverage, deliver to the District certificates of insurance evidencing renewal or reinstatement of coverage, or showing coverage is being provided through another insurance company or companies.

11. Indemnification

- a. Consultant agrees it shall defend, release, indemnify, save, and hold harmless the District, its officers, agents, employees, assigns, and successors in interest for, from, and against any and all claims, demands, suits, actions, liabilities, costs, expenses (including, but not

limited to, reasonable attorney's fees and costs of litigation), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, arising out of, resulting from, or related to the acts or omissions of Consultant in its performance of the Services under this Contract. This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the District. Insurance coverage requirements specified in this Contract shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation.

- b. In addition, Consultant agrees to indemnify, keep and hold harmless the District, including its Board, officers, and employees, from and against any and all claims, damages, liabilities, losses, and expenses arising out of any threatened, alleged, or actual claim that the end product provided to the District by Consultant violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third-party. Consultant agrees to pay all damages, settlements, expenses and costs, including costs of investigation, court costs, and attorney's fees, and all other costs and damages sustained or incurred by the District arising out of, or relating to, the matters set forth in this paragraph.

12. Waiver of Consequential Damages

- a. Neither Party will be liable to the other for any punitive, indirect, incidental, consequential, or special damages of any nature, whether arising out of a breach of this Contract, tort (including negligence), or other legal theory of liability, including loss of bonding capacity, loss of bidding, loss of business or contracting opportunities, or other impact costs.
- b. The limitation set out above will not apply to:
 - (i) any amounts expressly payable pursuant to this Contract;
 - (ii) Consultant's liability for claims and/or loss that are in respect of death or personal injury and amounts payable by Consultant under an indemnity pursuant to this Contract for third-party claims; and
 - (iii) any Party's liability for loss arising out of fraud, willful misconduct, criminal conduct, recklessness, bad faith, or gross negligence on the part of the relevant Party.

13. Relationship of the Parties; Subcontracting

- a. This is a non-exclusive Contract and the District is only obligated to Consultant for the scope of Services and the amount of Consultant's compensation for same authorized within the Contract and any Task Order. Consultant shall cooperate fully and in all respects with other consultants and contractors of the District.
- b. 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.

- c. Consultant will direct, coordinate, and control the activities of all subconsultants with respect to the Services. The subcontracting, including through arrangements with subconsultants, of all or any part of the Services by Consultant will not relieve Consultant from any of the obligations or conditions of this Contract. Nothing contained in the Contract will create any contractual relationship between the District and any subconsultant.

14. Project Records and Inspections

- a. Consultant will create, maintain, and retain full and complete “Records”, including, but not limited to, books, documents, accounting procedures and practices, and other data, papers, databases, files, and other documentation of information, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, relating to Services and the Consultant’s performance of its obligations under the Contract and each subconsultant’s performance under any subcontract to which it is a party. Such records will be maintained until at least four (4) years following the end of the term or if later, following the latest of final payment on, final termination settlement of, or final dispute resolution of, this Contract.
- b. In addition, Consultant will use an electronic document management system approved or provided by the District in its discretion for such project records.
- c. Consultant will provide the District and any other governmental authority with jurisdiction, and any of each of their duly authorized representatives, with reasonable access to all project records at location(s) in the District during normal business hours (and, upon reasonable request, at times outside normal business hours) and to the extent possible on a 24/7 basis through remote access, for any lawful or contractually permitted purpose including audits, examinations, and transcriptions.

15. Work Product; Open Records; Confidentiality

- a. All Work Product (as hereinafter defined) originated and prepared by Consultant or is subconsultants of any tier under this Contract will be and remain the property of the District for its use in any manner it deems appropriate; provided, however, that any use unintended under this Contract, or modification or alteration of the Work Product without the direct involvement of the Consultant will be without liability to Consultant.
- b. “Work Product” are all works, tangible or not, created by Consultant and/or its subconsultant(s) for the District as part of the Services including, without limitation, documents, deliverables, material, data, reports, analysis, studies, surveys, modeling files, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property therein, but excluding notices and correspondence to the extent such do not themselves constitute or include the foregoing.
- c. To the extent applicable under the U.S. Copyright Act or otherwise, all Work Product created by Consultant under this Contract are work-made-for-hire created for the sole benefit and ownership of the District in which Consultant transfers any ownership rights

and claims to the District upon creation. Consultant hereby assigns, and agrees to assign to the District, all goodwill, copyrights, and trademarks in all Work Product originated and prepared by Consultant and/or its Subconsultant(s) pursuant to the Contract. Consultant further agrees to execute any documents necessary for the District to perfect, memorialize, or record the District's ownership of rights provided herein.

- d. 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 15 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.
- e. Except as authorized in writing by the District, Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the tasks to which the Services pertain.

16. 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.

17. 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.

18. Amendments

No changes, amendments, modifications, cancellation, or waiver of this Contract or any Task Order, including with respect to the Services, or any part thereof, will be valid unless in writing and signed by the authorized representatives of the Parties hereto, or their respective successors and assigns.

19. 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.

20. 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.

21. 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.

22. Limitations on Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the Parties and, nothing herein is intended to create any third-party beneficiary rights for third parties.

23. 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 the terms of this Contract, including Section 25.

24. Survival

The following provisions of this Contract will survive the expiration or earlier termination of this Contract:

- a. Consultant obligations regarding insurance in Section 10;
- b. Section 11 regarding indemnification;
- c. Consultant obligations regarding retention of project records in Section 14;
- d. Section 15 regarding work product;
- e. Section 23 regarding disputes;
- f. Section 25 regarding venue and governing law; and
- g. any Consultant liability or obligations to the District arising from a breach of this Contract.

25. 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.

26. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the District, its employees, and its officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

27. Severability

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.

28. 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.

29. 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.

30. 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:

With copy to:

If to Consultant:

[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

[Consultant]

By: _____
Name: _____
Title: _____